

RICHLAND COUNTY

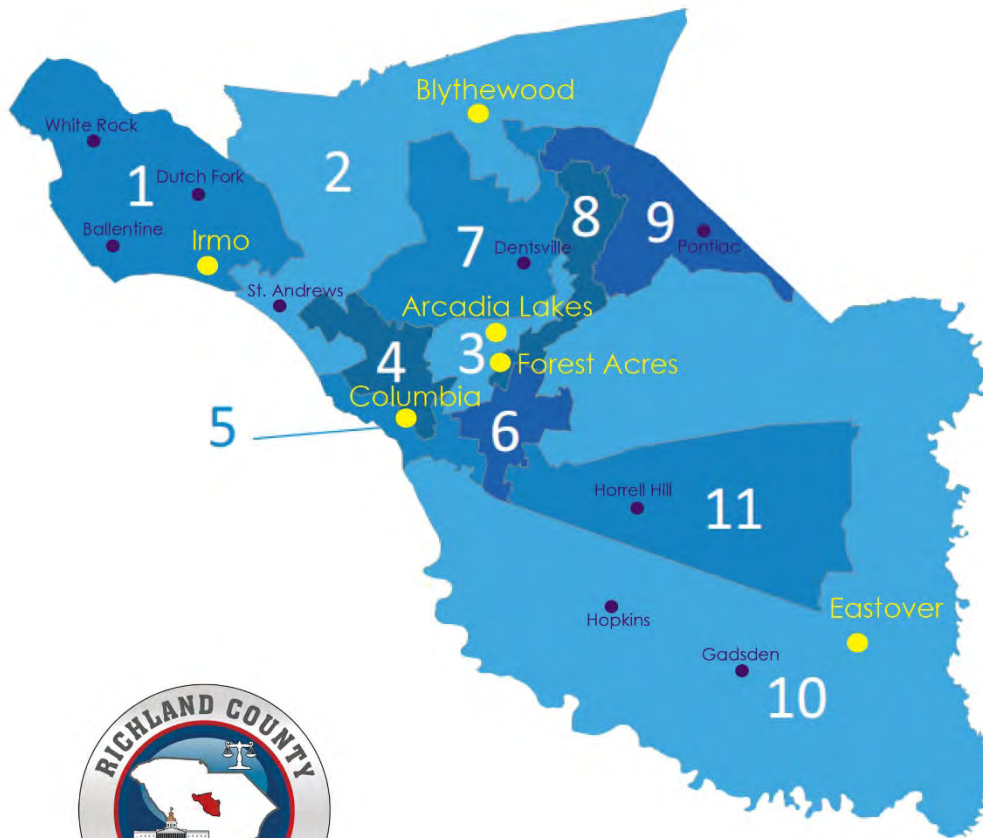
SPECIAL CALLED MEETING AGENDA



Tuesday, NOVEMBER 13, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Special Called Meeting

November 13, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

The Honorable Joyce Dickerson,
Richland County Council Chair

a. Roll Call

2. INVOCATION

The Honorable Bill Malinowski

3. PLEDGE OF ALLEGIANCE

The Honorable Bill Malinowski

4. APPROVAL OF MINUTES

The Honorable Joyce Dickerson

a. Regular Session: October 16, 2018 [PAGES
14-36]

The Honorable Joyce Dickerson

5. ADOPTION OF AGENDA

6. PRESENTATION OF RESOLUTIONS

a. Resolution honoring Olivia McCartney for being named
2018-19 Spring Hill High Teacher of the Year and the
2018 American Legion Dept. SC Teacher of the Year

The Honorable Bill Malinowski

b. Resolution Honoring Joe Pinner aka "Mr. Knozit" on his
retirement from WIS-TV

The Honorable Joyce Dickerson

7. REPORT OF ATTORNEY

Larry Smith,
County Attorney

a. Pending Litigation: PDT Update

8. CITIZENS' INPUT

The Honorable Joyce Dickerson

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

9. REPORT OF THE INTERIM COUNTY ADMINISTRATOR

Edward Gomeau,
Interim County Administrator

- a. DHEC Notice of Enforcement Conference Update: Proposed Consent Order Broad River WWTF
- b. Township Property Update [ACTION]
- c. City of Columbia requests to survey County-owned property. [ACTION] [PAGES 37-47]
- d. Potential COMET IGA Amendment
- e. Request from the Town of Eastover to assist with removal of construction and demolition debris [PAGES 48-49]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Charter Nex Film Ribbon Cutting, November 15, 2:00 PM, Carolina Pines Industrial Park, 10771 Farrow Road
- b. REMINDER: Committee Meetings and Zoning Public Hearing - November 15
- c. Contractual Matter: Storage of Council Records [EXECUTIVE SESSION] [ACTION]

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

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

The Honorable Joyce Dickerson

13. APPROVAL OF CONSENT ITEMS

- a. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15 [THIRD READING] [PAGES 50-60]
- b. Using Public Funds on Private Roads: Hardship Options [PAGES 61-103]
- c. Water Feasibility Study [PAGES 104-250]

- d. Private Pond Outfall Silt Removal Standard Operating Procedure (SOP) [PAGES 251-257]
- e. Freedom of Information Act Policy Revision [PAGES 258-277]
- f. Council Motion: Requesting Palmetto Health and Providence to proceed with their proposals to build a free standing emergency room facility to include an ER and outpatient care, pharmacy, clinic, and other preventative healthcare services [PAGES 278-285]
- g. Council Motion: Use of HA5 asphalt sealant to increase the life of all roads new and existing [PAGES 286-287]
- h. Council Motion: Funding the 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. [PAGES 288-299]
- i. County Council is requested to provide guidance to the staff on the paving / construction of Willow Wind Road [PAGES 300-310]
- j. Richland County Coroner's Request for Generator [PAGES 311-313]
- k. Approval to award Emergency Services Department open purchase orders for supplies and services needed for the operations of the Emergency Services Department. Funds are available in the FY 2018-2019 budget. No additional funds are needed. [PAGES 314-324]
- l. Sheriff's Purchase of Mobile Data Terminals (MDTs) and In-Car Cameras [PAGES 325-333]

14. SECOND READING ITEMS

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584,725 [PAGES 334-337]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 338-369]

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project K3 to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 370-400]
- d. An Ordinance Authorizing the third amendment of that certain fee agreement by and between Richland County, South Carolina and Project K3, relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto [PAGES 401-408]

15. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

The Honorable Paul Livingston

- a. The Richland Program Development Team (PDT) requests a wage rate increase for Calendar Year (CY) 2018 and retroactive payment for wage rate increases for CYs 2016 and 2017 [PAGES 409-414]
- b. Use of existing capital bond proceeds for fund architectural, engineering and design studies and to purchase equipment for the County's GIS (geographic information systems) program [PAGES 415-423]
- c. Program Development Team Contract [EXECUTIVE SESSION]

16. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project Blythewood] to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 424-459]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to [Project Zion]; and other related matters [FIRST READING BY TITLE ONLY] [PAGES 460]

17. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

18. NOTIFICATION OF APPOINTMENTS

- a. Lexington Richland Alcohol and Drug Abuse Council - 3
 - 1. Joshua Douglas Fabel [PAGES 461-463]

- 2. Marilyn M. Mathews [PAGES 464-465]
- 3. John Jacob Loveday [PAGES 466-467]
- 4. Stephen M. Juskiewicz [PAGES 468-469]
- 5. Theresa Pinckney Chandler [PAGES 470-471]

19. ITEMS FOR ACTION

- a. We move that the 2nd Citizens' Input (Must Pertain to Richland County Matters Not on the Agenda) to be included with the 1st Citizens' Input section nearer to the beginning of the Richland County Council Regular Session meeting agendas [C. JACKSON, MANNING, and N. JACKSON] [PAGES 472-475]
- b. Move that the Rules & Appointments Committee review the current County Council Rules and offer amendments for consideration by Council that would clarify exactly how County Council voting will occur with specific reference to how a non-vote (i.e. not a “yes”, “no” or “abstain” vote) from a member present at the meeting shall be counted or not counted [PEARCE] [PAGES 476-477]

20. REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE [PAGES 478-525]

The Honorable Norman Jackson

- a. Staffing of OSBO
- b. Status of Mentor Protégé Program
- c. NAICS (North American Industry Classification System (Code Funding Limit)
- d. Small Business Focus Group
- e. Sheltered Market/Goal Setting Ordinance Amendment Recommendations
- f. SLBE Program Graduate Recommendations

21. REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE [PAGES 523-529]

The Honorable Bill Malinowski

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County [PAGES 530-531]

- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [PAGES 532-535]
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification [PAGES 536-547]

22. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Approval for staff to write and send a letter to the City of Columbia requesting a commitment to share half of the construction costs for the facilities at the Three Rivers Greenway, which the Department of Revenue’s guidelines prohibit the use of Transportation Penny funds for such construction. The facilities include two bathrooms; park ranger station; fire department building; and the parking lot, driveway, and gate. The total construction cost is \$850,257; therefore, the County is requesting \$425,128.50 from the City. [PAGES 548-549]

23. REPORT OF THE PROPERTY DISTRIBUTION MANAGEMENT AD HOC COMMITTEE [PAGES 550-551]

The Honorable Dalhi Myers

- a. Department of Juvenile Justice – Report on the Staff Recommendation for new location on the O’Neil Court property [PAGES 552-554]
- b. Update on the Richland Library request to use the Old Antique Mall Parking Lot [ACTION] [PAGES 555-559]
- c. Report on the possible use of the Brookfield Drive property for a new Dentsville Magistrate facility [PAGES 560-567]
- d. Update on Paso Fino Property divestiture [EXECUTIVE SESSION] [ACTION]
- e. Report on Potential Northwest Recycling Center Property [EXECUTIVE SESSION] [ACTION]
- f. Inquiry from party interested in purchase of Sears and/or Dillard’s property [EXECUTIVE SESSION] [ACTION]

The Honorable Greg Pearce

24. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE [PAGES 568-570]

- a. HMGP 4241 (2015 Flood) Property Buy-Out Program [ACTION]
 - 1. Non-Residential Property Acquisition
- b. CDBG-DR [ACTION]
 - 1. Approve award of the contract for Single-Family Home Rebuilds packages RC-106-P-2019 and RC-107-P-2019 to Mungo Homes
 - 2. Single-Family Repairs Change Order Approvals
 - 3. Change Order Process – Approval to suspend Council rules to allow change orders, for 2015 flood-related work only, requiring Council action go directly to Council, bypassing committee [PAGES 571-614]
 - 4. Approve award of the contract for the Danbury Drive Basin Area Project to Woolpert
- c. Approval of land uses for property buy-outs [ACTION]

25. OTHER ITEMS

The Honorable Joyce Dickerson

- a. FY19 - District 1 Hospitality Tax Allocation [PAGES 615-616]
- b. FY19 - District 4 Hospitality Tax Allocation [PAGES 617-618]
- c. FY19 - District 7 Hospitality Tax Allocation [PAGES 619-620]
- d. FY19 - District 9 Hospitality Tax Allocations [PAGES 621-622]
- e. FY19 - District 11 Hospitality Tax Allocations [PAGES 623-624]
- f. A Resolution to appoint and commission Eric Dull, Michael Eubanks, Johnny Besser, and Nicholas Day as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [PAGE 625]

The Honorable Joyce Dickerson

26. CITIZENS' INPUT

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

27. EXECUTIVE SESSION

Larry Smith,
County Attorney

28. MOTION PERIOD

- a.** I move to (1) increase the Fire Services Budget for Fiscal Year 2019 by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019. The grant expires on December 31, 2018. Through the contract negotiations with the City of Columbia, County Council approved these 11 positions for Station 22 located at 2612 Lower Richland Blvd., Hopkins, SC 29061; and (2) to direct staff to include these positions in the recommended budget for the subsequent fiscal years.

The Honorable Dalhi Myers
- b.** Develop Old Bluff Road as a true scenic boulevard for the Congaree National Park; 5-lane divided, lighted median and improved intersection on Bluff Road

The Honorable Norman Jackson
- c.** Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses.

The Honorable Norman Jackson
- d.** Clarify the misleading term "cannot call names" during Citizens' Input. Formal names can be called, but no name calling will be allowed outside of your formal name.

The Honorable Norman Jackson
- e.** Bring forward all motions that were not resolved and place them on the appropriate agenda.

The Honorable Norman Jackson
- f.** Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County.

The Honorable Norman Jackson
- g.** Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas.

The Honorable Norman Jackson
- h.** To be competitive in recruiting strong, qualified employees to Richland County, Administration must adapt benefits similar to the State. Adapt the annual and sick leave policy, which is an important tool in recruitment and retention of quality employees.

The Honorable Norman Jackson
- i.** Richland County requires an internal audit committee to be in place. Under Sec. 2-79 of the Richland County Code, Powers and duties of the County Administrator, #2 implies that County Council appoints the Internal Auditor. Based on this Section, I move that Council hire (under a negotiated contract) an internal auditor, and appropriate funding for salary, benefits and other needs to cover this function within the County Council Services/ Office. The interim administrator will need to

The Honorable Bill Malinowski

appoint a county employee to the committee when the auditor is appointed.

29. 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
October 16, 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, Yvonne McBride, Dalhi Myers, Greg Pearce and Seth Rose

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, John Thompson, Brandon Madden, Tracy Hegler, Sandra Yudice, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Shahid Khan, Jeff Ruble, Nathaniel Miller, Jennifer Wladischkin, Chris Eversmann, Mohammed Al-Tofan, Brad Farrar, Dale Welch, Michael Niemeier, Kecia Lara, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by Dr. John Thompson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson
4. **PRESENTATION OF RESOLUTIONS**
 - a. Resolution honoring the life and service of Doug Strickler to Richland County [ROSE] – Mr. Rose presented a resolution honoring Doug Strickler’s life and service to Richland County to Mr. Strickler’s widow.
 - b. Resolution honoring Olivia McCartney for being named 2018-19 Spring Hill High Teacher of the Year and the 2018 American Legion Dept. SC Teacher of the Year – This resolution was deferred to the November 13th Council meeting.
5. **APPROVAL OF MINUTES**
 - a. Regular Session: October 2, 2018 – Ms. Myers moved, seconded by Mr. Pearce, to approve the minutes as distributed.

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

The vote in favor was unanimous.

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

Mr. Malinowski stated the title for Item 16(a) needs to be corrected to read "...Richland County and Spirax Sarco...". He also questioned whether Item #20 is properly before us based on the fact that Council Rules state that agendas with their backup information must be received by the Clerk of Council at the close of business on the Thursday preceding the meeting. It is his understanding all the information pertaining to this item was not received until Monday at approximately 5:00 PM. He thinks this does not show, in his opinion, an honest, open effort by this Council to let the public know what is going on regarding this important matters. He stated if he had looked at this last Friday, or over the weekend, and he does not see any of these things on here, he is of the opinion he is not going to go down there. But, if he did see these he might have wanted to attend to speak to them, but he would not have had that opportunity because of the lateness that this came out. He stated this being on here is in violation of Council Rules, and does not treat the public with fairness. Therefore, he is asking his colleagues to support him in removing that item.

Ms. Myers stated the information was provided to the Clerk's Office. The resolution of the items, however, was not. The Clerk's Office had every backup document that the committee had. What they did not have was the votes on the actual items, but they did have the supporting documents. She stated she understood the documents from Dr. Yudice were sent to Ms. Onley, but she did not have the votes.

Ms. Dickerson stated last week we had an unexpected storm, which took place on Thursday, and this committee was scheduled to meet on Thursday. Because of the storm they were not able to meet. When we had the Horizon meeting on Wednesday, she asked for this item to be put on the agenda, based on the committee meeting the next day, which would have given all of the Council members all of the documents. When Ms. Myers called her regarding this matter, and trying to make sure we go forth in a respectful way, the committee took the time in their busy schedule to meet on Monday to make sure that those items got addressed, so they could come on this agenda. As the Chair, she asked the Clerk to put it on there. If you think that I did not have that authority, and we do not adopt this agenda, she can say that this meeting will be adjourned and we can go home.

Ms. Myers stated they did not ask that the agenda be amended. They asked that they be allowed to seek unanimous consent to have the items placed on the agenda, and they wanted to make sure the 3 time sensitive items got looked at. She believes that everyone received the email with the presentation, at the same time the committee did. There was no extra information provided. The Clerk's Office staff and the Administration staff sent the emails out to all of us simultaneously. If the will of the Council is that all the items, including the time sensitive ones, roll over to November, the committee is certainly not here to disrupt the entirety of the meeting, they will yield to the will of the Council.

Mr. Malinowski stated he showed up today at 11:00 AM based on an agenda that he had that said your committee was meeting today at 11:00 AM, and was told "Oh, no. That was yesterday." Somewhere along the line he had an agenda that was wrong.

Ms. Dickerson apologized, but the item is here and she called for the vote on the adoption of the agenda.

Mr. Livingston requested Item 14(a) "Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of

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adjacent real property; and other related matters” be added to the Executive Session Items.

Mr. Pearce inquired as to which items are time sensitive.

Ms. Myers stated Item 20(a) “Staff Recommendations for Richland County Space Use Needs” is the one that is the most critical. It would be nice for staff to have direction on the other items, but Item 20(a) is time sensitive.

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

Opposed: Malinowski and Kennedy

The vote was in favor.

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

- a. Township Property Negotiations Update
- b. Offender Management Services (Court-Ordered GPS monitoring)
- c. Letter from City of Columbia: Lower Richland Sewer Service Agreement
- d. Letter to the Central Midlands Council of Government: 208 Plan
- e. Interim County Administrator’s Contract
- f. Personnel Action Form: Assistant County Administrator
- g. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters

Mr. Pearce inquired if the “Letter to the Central Midlands Council of Government: 208 Plan” would qualify as an Executive Session item.

Mr. Smith stated that was a companion item with Item 7(c) “Letter from City of Columbia: Lower Richland Sewer Service Agreement”.

Ms. Myers stated Items 20(c), (d), and (e) also are Executive Session Items.

- h. Report on the party interested in purchasing the Cushman Road property
- i. Purchase of the Best Buy on Two Notch Road
- j. Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino Drive

8. **CITIZENS’ INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Ms. Heather Weiss and Ms. Fielding Pringle spoke regarding Item 7(b) “Offender Management Services (Court-ordered GPS monitoring).”

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

- a. 2018 Forestry MOU Fire Services Equipment – Dr. Yudice stated this document will allow Richland County and the South Carolina Forestry Commission to enter into a mutual aid agreement and for the County to obtain surplus equipment to establish rural water sites and other firefighting operations. The funds for the purchase of the equipment will be through the program, and will come from Council-approved funding. We are requesting Council authorization for Mr. Michael Byrd to sign the agreements as the Fire Chief for the unincorporated areas of Richland County.

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

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- b. 2018 NPDES Annual Report – Dr. Yudice stated Richland County received a new National Pollutant Discharge Elimination System Municipal Separate Storm System Permit in July 1, 2016. This permit requires the County to implement a comprehensive Stormwater Management Plan with the goal of reducing pollution entering and exiting the County’s drainage, and report yearly on activities related to the permit. The Public Work’s Stormwater Division is responsible for preparing and submitting an annual report for the SCDHEC by November 1, 2018. The 2017 – 2018 Annual Report from the County was included in the agenda packet. The County has successfully updated the management plan to meet the requirements of the permit and has conducted a mock audit with the stormwater consultant that resulted in the County being on track with the program goals and objectives. The results indicate the County is compliant with the assets of the program and reviewing recommendations for continued improvement for possible future implementation. The annual report is typically signed by the person with signatory authority for the County, the Town of Arcadia Lakes and the City of Forest Acres. Under our current circumstances, we are requesting Council to allow the Assistant County Administrator to sign the annual report, and submit it by the November 1st deadline.

Mr. Malinowski stated he had requested any changes that were made be provided to him, but they were not. He stated he would support the item because we need to move forward, but he would still like to see what changes have been made.

Mr. Pearce inquired as to what happens once the report is submitted to DHEC.

Mr. Eversmann stated this is an annual requirement, as part of our NPDES Permit. Ms. Synithia Williams, Stormwater General Manager, says the contents of the report indicate we are on track with all of the requirements of our permit, which did change a couple of years ago to include stormwater quality testing. DHEC will review the report, and if they have any concerns they will come back to us and indicate what they are. Generally speaking, we are on track, and maintain constant communication with our regulators.

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Ms. McBride moved, seconded by Mr. Pearce, to approve staff's recommendation.

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

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Kennedy, to reconsider this item.

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

The motion for reconsideration failed.

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

- a. REMINDER: Midlands Technical College Annual Oyster Roast & Shrimp Boil, October 17, 6:00 – 8:00 PM, MTC Northeast Campus, 151 Powell Road – Ms. Roberts reminded Council of the upcoming Midlands Technical College Annual Oyster Roast & Shrimp Boil.

- b. China Jushi Welcome Dinner, October 18, 7:00 PM, Capital City Club – Ms. Roberts stated this dinner has been cancelled and an email had been forwarded to Council regarding the cancellation.

- c. REMINDER: Institute of Government Classes & County Council Coalition, October 24-25m Embassy Suites Hotel, Columbia – Ms. Roberts reminded Council of the upcoming Institute of Government Classes and County Council Coalition.

- d. National Community Planning Month “Spirit Week”: October 22 – 26, 2018:
 - 1. Habitat for Humanity Neighborhood Revitalization Service Project, October 22, 10:00 AM – 2:00 PM (Participants will be notified of project location)
 - 2. Neighborhood Toolkit and Certification Program Wrap-Up, October 25, 6:00 – 7:30 PM, Decker Center
 - 3. 100 Plates: Conversation, Collaboration, Change, October 26, 5:30 – 7:30 PM, Columbia Place Mall – Sears Parking Lot

Ms. Roberts informed Council of the upcoming National Community Planning Month “Spirit Week” events.

- e. Urban League “Equal Opportunity Day Dinner”, November 1, 6:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts stated the Clerk's Office received a request to purchase a table for the Urban League “Equal Opportunity Day Dinner”. This will require action by Council.

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Mr. Pearce moved, seconded by Mr. N. Jackson, to purchase a table.

Mr. Malinowski inquired, for the record, what the cost of the table is.

Ms. Roberts stated it is \$2,000.

Mr. Pearce stated there are 2 events that occur in the City annually, and this is 1 of those 2 events that Council has supported during his entire 20-year tenure on Council. This is a very important event honoring an organization that does tremendous good in the community. Whether it is \$100 or \$2,000, he thinks it money that is very well spent by Council.

Mr. C. Jackson inquired as to how seats the table will accommodate.

Ms. Roberts responded there are 8 seats.

Ms. Dickerson stated, for the record, that she hopes she is not the only one sitting at the table like she was last time.

Mr. Pearce stated he will be there with Ms. Dickerson.

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

The vote in favor was unanimous.

Ms. Dickerson inquired for what Mr. Malinowski said to her about people not voting, did he want her to put that in the record.

Mr. Malinowski stated it is odd that we have one particular Council member who consistently does not vote. Nothing is ever said to that individual, but because of one time he did not cast a vote right away she wants to make a big deal about it.

She stated she told Mr. Malinowski she would make a mention of that at the next meeting, so she was not being funny.

Mr. Pearce thanked Ms. Roberts and Ms. Onley for the Bosses' Day cupcakes.

11. **REPORT OF THE CHAIR**

- a. Economic Development Trip: China Jushi – Mr. Ruble presented a brief PowerPoint presentation regarding the Economic Development trip to China.
- b. Letter to the Central Midlands Council of Government: 208 Plan – This item was taken up in Executive Session.
- c. Interim County Administrator's Contract – This item was taken up in Executive Session.

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- d. Personnel Action Form: Assistant County Administrator – This item was taken up in Executive Session.
- e. Clerk to Council Workshop – Ms. Dickerson stated she had a conversation with Ms. Roberts last week, and they concluded she needed to have a lot of input and some instructions, requirements, etc.

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 Arclin Surfaces – Blythewood Co.; and other related matters – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

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

Mr. Pearce moved, seconded by Ms. Kennedy, to approve the consent item.

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

Opposed: C. Jackson and Myers

The vote was in favor.

14. **THIRD READING ITEMS**

- a. 18-026MA, Tom James, NC to GC (5.53 Acres), Lower Richland Boulevard, TMS # R21800-04-20 [THIRD READING] – Mr. N. Jackson stated he received a letter stating Mr. Price had a discussion with the developer and the developer has agreed to put in the necessary traffic system for the purpose of safety.

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

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

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The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – This item was taken up in Executive Session.
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Arclin Surfaces – Blythewood Co.; and other related matters – Mr. Livingston moved, seconded by Ms. Kennedy, to approve this item.

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

The vote in favor was unanimous.

15. **FIRST READING ITEMS:**

- a. An Ordinance authorizing and providing for the combining of Richland County’s existing water systems and Richland County’s existing sewer systems into a combined water and sewer system to be known as the Richland County Water and Sewer System; providing for the operation thereof; providing for issuance of bonds; and other matters related thereto [BY TITLE ONLY] – Mr. N. Jackson moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- b. Approval of the Spears Creek Church Road Widening Contract for 30% Plans – Mr. C. Jackson moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski requested someone to explain the 30% plans.

Mr. C. Jackson stated the design for this project is being presented to Council because it is going to

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change the scope of the project, and reduce the amount of money that is going to be required because we are going to shorten the length, so the funding for the project can fall within referendum amount and not exceed that budget.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Spirax Sarco, Inc.; identifying the project; and other matters related thereto – Mr. Pearce stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project K3; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project K3 to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- e. An Ordinance Authorizing the third amendment of that certain fee agreement by and between Richland County, South Carolina and Project K3, relating to, without limitation, the payment of Richland County of a fee in lieu of taxes, and other matters relating thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski stated it is his understanding the company is \$15 million short of what they originally committed to in 2008.

Mr. Ruble stated there was no claw back in place. This was negotiated before he came to the County. The company was \$15 million short on investment, but they overachieved on the jobs. What we are doing is amending the previous agreement so we have a clear paper trail. The second part of this is the company is potentially investing another \$50 million, so all in all they keep investing.

Mr. Malinowski inquired if there will be a claw back in the new agreement.

Mr. Ruble responded in the affirmative.

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

The vote in favor was unanimous.

- f. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Monopoly; identifying the project; and other matters related to Project Monopoly – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

18. **NOTIFICATION OF VACANCIES**

- a. Accommodations Tax – Two (2) Vacancies (One applicant must have a background in the Cultural

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Industry; One applicant must have a background in the Hospitality Industry

- b. Hospitality Tax – Three (3) Vacancies (Two applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates)
- d. Board of Assessment Appeals – One (1) Vacancy
- e. Board of Zoning Appeals – One (1) Vacancy
- f. Building Codes Board of Appeals – Eight (8) Vacancies (One applicant must be from the Architectural Industry; One from the Plumbing Industry; One from the Engineering Industry; One from the Gas Industry; One from the Building Industry; One from the Electrical Industry and Two from the Fire Industry as alternates)
- g. Procurement Review Panel – Two (2) Vacancies (One applicant must be from the public procurement arena and One applicant must be from the consumer industry)
- h. Planning Commission – One (1) Vacancy
- i. Midlands Workforce Development Board – One (1) Vacancy (One Private Sector Business seat; must represent private sector business with policy-making or hiring authority)
- j. Lexington Richland Alcohol and Drug Abuse Council – Three (3) Vacancies
- k. Richland Memorial Hospital Board – Four (4) Vacancies
- l. Airport Commission – One (1) Vacancy

Mr. Malinowski stated the committee recommended advertising for the vacancies.

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

The vote in favor was unanimous.

19. **NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Three (3) Vacancies (One applicant must have a background in the Cultural Industry; Two applicants must have a background in the Hospitality Industry) – Mr. Malinowski stated the committee recommended appointing Mr. Taylor H. Miller to the Accommodations Tax Committee.

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

The vote in favor was unanimous.

- b. East Richland Public Service Commission – One (1) Vacancy – Mr. Malinowski stated the committee

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recommended appointing Ms. Lisa Kelly Stewart to the East Richland Public Service Commission.

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

The vote in favor was unanimous.

20. **REPORT OF THE PROPERTY DISTRIBUTION MANAGEMENT AD HOC COMMITTEE**

- a. Staff Recommendations for Richland County Space Use Needs – Ms. Myers stated staff did an outstanding job of putting together what is a comprehensive set of analyses and recommendations of some of the spaces that we have purchased over the last 1 ½ years. What staff has asked us to do because they have gone as far as they can in house. Staff has requested to allow them to now engage an expert to opine on their recommendations, particularly the use of Burlington for the 911 Center and Crime Lab, the potential use of the Sears property or DSS, and other State entities, and an analysis of whether or not the Dillard's building would be useful for County needs. These would all be assessment. None of it would be written in stone. An engineering analysis comes back before Council, as a recommendation of what the space can, or cannot, be used for. The committee moved to procure professional services of an architectural and engineering firm to perform an engineering evaluation of the County's Columbia Mall space to determine upfit costs, and appropriateness for use of the Burlington property for the Richland County Sheriff's Department 911 Communications Center and Crime Lab, the use of the Sears property for the Department of Social Services, and other State entities, and the use of Dillard's for County needs. The assessment would include space use programming, and a public transportation suitability evaluation, given the COMET has asked to use the outdoor space for some of their transit.

Mr. Pearce inquired if we are going to issue a new RFP.

Ms. Myers stated, if we give them permission tonight, they would issue an RFP to get someone to come in and look at the space and give an analysis.

Dr. Yudice stated it would be a Request for Qualifications.

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

Opposed: Malinowski and Rose

The vote was in favor.

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

In Favor: Malinowski and Rose

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

The motion for reconsideration failed.

Ms. Myers stated the committee recommended to authorize the staff to take necessary actions to locate

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suitable space for the Department of Juvenile Justice in time for DJJ to relocate from the Courthouse by December 31, 2018. As you know, we do not have control over the Courthouse, and at this point the Clerk of Court...

Mr. Pearce stated that is not on the agenda.

Ms. Myers stated she was looking at her notes. That item is not time sensitive, and can wait until the November 13th Council meeting.

Mr. Pearce stated, as he recalls, they are being evicted in December.

Ms. Myers stated she would like to raise it, but she was given pretty narrow guidelines, so she will raise it at the next meeting.

Ms. Dickerson stated, for clarification, that (a) and (b) was the same thing.

Ms. Myers stated the motion said that the assessment shall include space programming and a public transportation suitability evaluation for the COMET bus transfer.

Mr. Malinowski stated he does not have a motion. He has an agenda, which your amended one, which says 20(a) and 20(b).

- b. Memorandum from COMET – Proposal for Columbia Place Mall Connection – Ms. Myers stated the committee recommended to allow staff to procure an architectural and engineering space evaluation for COMET programming and public transportation suitability at the Columbia Mall.

Mr. Malinowski stated what he read on the October 2nd agenda was that the COMET was looking for space in the parking lot, so he does not know how there is a space need.

Ms. Myers stated she said public parking programming. What they are looking to see is if they can use space at the Columbia Mall. What we want to know is, if we give the COMET that space, will it interfere with the other programming.

Mr. Malinowski stated, for clarification, the space Ms. Myers is referring to is parking lot space or actual space.

Mr. Livingston stated they may need a shelter too.

Mr. Malinowski stated it says, "The COMET is prepared to assist Richland County with upgrading a path for buses to use with higher grade asphalt." He stated if the COMET wants it, then they should pay for it.

Ms. Myers inquired if Mr. Malinowski would like for her to move to have the COMET contribute.

Mr. Malinowski stated he is fine with them coming out and using the space, but he does not know why we would pay for the upgrade.

Ms. Myers stated this is not a move to grant them the space. This is a move to evaluate the suitability of the space. None of this space is going to be allocated tonight. This is all a request for architectural

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designs and engineering because we do not know if it will even be suitable.

Mr. Pearce stated, for clarification, the COMET wants to use the space, and we do not know, at this point, whether we might need the space. The only way to figure that out is to do a study.

Ms. Myers stated the COMET thinks they want to use the parking lot for a small transit hub, but the parking lot is not graded for that. Staff has told us they need someone to come in and evaluate whether or not the parking lot is graded for it, and what improvements or reinforcement would need to be made for heavy weight equipment. In addition, what kind of outside shelters would need to be put in, and where it would best placed. The engineering and architectural evaluation would be brought back to us, and then we would entertain, if we like it, a proposal.

Mr. Pearce inquired if we know what this is going to cost.

Ms. Myers stated the RFQs will tell us what they cost.

Dr. Yudice stated the COMET will bear the cost of any construction, and upgrade of the path they would be using for the transfer station.

Mr. N. Jackson stated, for clarification, any construction, if necessary, the COMET will be paying for it.

Ms. Dickerson stated she is going to make them pay.

Ms. Myers restated the committee's recommendation to empower the staff to procure a professional service architectural and engineering firm to perform an engineering evaluation of the space programming and a public transportation suitability study for the COMET to use some space at Columbia Mall, which we own, as a bus transfer station.

Ms. Kennedy inquired as to who was paying for the study.

Ms. Myers stated, if we would like for the COMET to pay for the study, we can ask them to.

Ms. Kennedy stated that would be nice.

Ms. Myers added the friendly amendment that the COMET will pay for their portion of the study.

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

Opposed: Livingston, Rose and McBride

The vote was in favor.

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

In Favor: Malinowski, Livingston, Rose and McBride

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

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The motion for reconsideration failed.

- c. Report on the party interested in purchasing the Cushman Road property – This item was taken up in Executive Session.
- d. Purchase of the Best Buy on Two Notch Road – This item was taken up in Executive Session.
- e. Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino – This item was taken up in Executive Session.

21. **OTHER ITEMS**

- a. Move for the Approval of the Amended FY2018-2019 Budget for the Richland County School District One. Move that this should be first reading only, based on previous agreements [N. JACKSON] – Mr. Pearce stated this item went to the Budget Ad Hoc Committee. If you recall, we sent this item to the committee to discuss increasing the dollar amount for School District One, based on School District One’s assessment of what the millage would raise. The Budget Ad Hoc Committee took it up, and based on a letter from the Auditor, it was found the number the school district was asking for did not match. Therefore, the Budget Ad Hoc Committee tabled the item in committee. Subsequent to the committee meeting, School District One said they would be happy with the Auditor’s figure of what the current millage would bring. There was no way he could get a Budget Ad Hoc Committee meeting in because of all of the other meetings going on. Therefore, what we did was use the Council Rule to have 3 members of Council bring this out of committee. What is being asked is that we adjust School District One budget to the amount that the Auditor is saying the millage will render, which is \$3,583,000, in addition to what was approved on 3rd Reading.

Mr. Pearce moved, seconded by Mr. N. Jackson, to adjust School District One’s budget to the same number recommended by the Auditor, based on the millage.

Ms. Kennedy inquired if this is what the school district says they need, or is this what we say they need.

Mr. Pearce stated their calculation of millage was significantly higher, and that is why the Budget Ad Hoc Committee tabled it because the Auditor did not believe it would do that. The School District Superintendent and the Chief Financial Officer have agreed they are happy with this figure.

Mr. C. Jackson stated the last time this was brought up, during the budget process, it was presented as both School District One and School District Two, if he is not mistaken. He was not aware that School District One has now decided to separate from the motion that was for both school districts, in terms of the budget request. It is perfectly okay if they want to do that, but he is surprised that School District Two was not informed of this decision, and given the same opportunity to make the same request tonight. He remembers making a motion to defer this item until the Finance Department had come back with some numbers that would be more satisfactory to both School Districts One and Two. He wanted it put on record that he is disappointed to learn that School District One is making a proposal, separate from School District Two, when they were both presented by him, as a recommendation for both School District One and Two.

Mr. Malinowski stated he thought this was an issue, when it first came up, that Mr. Smith was going to check into the legality of Council doing this, which is basically on the path toward making millage

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agencies financially autonomous.

Mr. Smith stated that was the ordinance that was initially forwarded to the County. He stated that is not the ordinance that is currently being proposed. He thinks the original ordinance was “abandoned” after we had gone back and forth and discussed it. Council did 3 Readings and a public hearing on both school districts budgets, passed their budget, and this is a request to amend Richland School District One’s budget, based on the updated numbers from the Auditor. It is not the same ordinance, which they initially proposed.

Mr. Malinowski stated we are getting back to what give us what you got. If the bank says there is this much, we want it all. Not that they really need it because they gave us a budget figure they were willing to operate on, and now they want the \$3 million more because that is how much is in the bank. He thinks that is opening the door for every other millage agency to come back, and say they also want the maximum amount that is in the bank they are entitled to. He stated he read a letter that came in, prior to this coming through from the school district, where they said, “Federal funds have been reduced by this much. State funds have been reduced by that much.” The County and the County taxpayers are not here to make these millage agencies whole because State and Federal government fails to give them funding. He does not think this is something that should be honored, although his colleagues will have other opinions.

Mr. C. Jackson made a substitute motion, seconded by Ms. Dickerson, to defer action on this item until we find out from School District Two what their pleasure is regarding the same matter.

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

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

The substitute motion failed.

Ms. Dickerson inquired if this is going to require 3 Readings and public hearing.

Mr. Smith stated this will require 3 Readings and a public hearing, and this was intended to be 1st Reading tonight, based on the agenda.

Mr. C. Jackson requested a friendly amendment to include School District Two, with the exact same language being proposed for School District One. Mr. Pearce seconded the amendment.

Mr. Malinowski stated, while it says this should be 1st Reading, he does not know what entails making something 1st Reading or not. To him this would be a title only. We do not have any background information in front of us.

Mr. Smith stated, traditionally, the Council does give 1st Reading by Title Only. In this particular instance, that is what it would be.

Ms. Dickerson inquired if Richland District Five falls into this, as well.

Mr. Pearce requested staff, in preparation for 2nd Reading, provide a letter from Mr. Brawley with the correct numbers.

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Ms. Myers inquired if Mr. Smith had prepared the legal opinion that was supposed to ride along with this item. She stated, when we discussed this before, Mr. Smith was going to provide a legal opinion on whether, and how we should do this.

Mr. Smith stated the legal opinion he was going to provide, if necessary, was the issue of the ordinance that they had proposed, which was that you do not approve a budget, but you approve a millage amount. It is his understanding, the school districts abandoned that plan.

Ms. Myers stated her nervousness is because of the Chair's offhanded comment that we do not get into the slippery slope, that is why she is asking for some guidance. She stated if Mr. Smith could provide some guidance that would be helpful.

Mr. Pearce stated this is strictly a budget amendment. You can amend the budget anyway you want to. He stated he could make a motion to amend the budget to provide an additional \$2,000 to Council Services to pay for the table that we bought.

Ms. Myers stated she agrees, but because we know this is directly tied to the restated millage. Yes, it is styled as a budget amendment, but we all clearly know the point is to recoup millage that actually there, and at the time of the budget estimate, we obviously had a lower number than what has come in. Every other agency is going to look at this, so she wants Mr. Smith to give us some guidance on this.

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

Opposed: Malinowski and Dickerson

The vote was in favor.

- b. FY19 – District 4 Hospitality Tax Allocations – Mr. Rose moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. FY19 – District 5 Hospitality Tax Allocations – Mr. Rose moved, seconded by Ms. McBride, to approve this item.

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

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The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- d. FY19 – District 8 Hospitality Tax Allocations – Mr. Rose moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- e. To allocate District 10 Hospitality Tax Funds to the following: \$7,500 to the Skipp Pearson Jazz Foundation and \$5,000 to the Black Expo [MYERS] – Mr. Rose moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

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

- a. Township Property Negotiations Update

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- b. Offender Management Services (Court-Ordered GPS monitoring)
- c. Letter from City of Columbia: Lower Richland Sewer Service Agreement
- d. Letter to the Central Midlands Council of Government: 208 Plan
- e. Interim County Administrator's Contract
- f. Personnel Action Form: Assistant County Administrator
- g. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters
- h. Report on the party interested in purchasing the Cushman Road property
- i. Purchase of the Best Buy on Two Notch Road
- j. Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino Drive

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

Opposed: N. Jackson

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 7:29 PM and came out at approximately 9:18 PM.

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

- a. Township Property Negotiations Update – Mr. Pearce moved, seconded by Ms. Kennedy, to direct staff to move forward as discussed in Executive Session, and to authorize the Assistant County Administrator to execute the letter of intent.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Offender Management Services (Court-Ordered GPS monitoring) – Ms. McBride moved, seconded Mr. N. Jackson, to direct the Assistant County Administrator to execute a 1-year extension of the County's contract with Offender Management Services for the Court-Ordered GPS monitoring under the terms discussed in Executive, and for the Assistant County Administrator to identify the appropriate funding sources.

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

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McBride

The vote in favor was unanimous.

- c. Letter from City of Columbia: Lower Richland Sewer Service Agreement & Letter to the Central Midlands Council of Government: 208 Plan – Mr. N. Jackson moved, seconded by Ms. Myers, to authorize the Chair to execute the letters.

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

Opposed: C. Jackson and Rose

The vote was in favor.

Ms. Myers moved, seconded by Mr. C. Jackson, to adopt a resolution authorizing the County Attorney to go forward with the process of a declaratory ruling and/or injunction, with the caveat that there be some communication with the legal office of the City.

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

Opposed: Rose

The vote was in favor.

- d. Interim County Administrator's Contract – Mr. Livingston moved, seconded by Ms. McBride, to authorize the Chair, on behalf of Council, to sign the Interim Administrator's contract.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- e. Personnel Action Form: Assistant County Administrator – Ms. Myers moved, seconded by Mr. Livingston, to direct Mr. Hanna to provide the documents for the Chair's signature to provide compensation to the Assistant County Administrator, as discussed in Executive Session.

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

Opposed: N. Jackson

The vote was in favor.

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

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

The motion for reconsideration failed.

- f. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve this item, and to include a cap on the County’s exposure, as discussed by the attorney in Executive Session.

Mr. Malinowski stated in the Seller Covenants it says, “Seller shall pay for Seller’s attorney’s fees, preparation of deed fees and all costs necessary...”

Mr. Livingston stated that’s not this one. This is 14(a), an Economic Development project.

Ms. Dickerson stated it was an Economic Development that was postponed, and we went into Executive Session.

Mr. Malinowski stated 14(a) on his agenda has to do with Miwon Specialty Chemical.

Mr. Livingston stated “Project Monopoly”.

Mr. Malinowski stated that is what he is referring to here on p. 315 of the agenda. Basically, they are getting \$500,000 of free property, if we have to pay attorney’s fees. He inquired if that is normally what happens?

Mr. Ruble stated he is not sure how we handle that normally, but he does not think we do. He stated it is a standard real estate contract that we proposed to the company, so it has already been approved by our legal. We have adopted standard, uniform documents.

Mr. Malinowski stated sometimes standard documents need to be tweaked a little bit. On the next page, it talks about all the utilities being at no cost the company, and we are going incur whatever costs that is. It does not tell us what the cost is, but we are supposed to make sure we provide them sewer, water, electric, gas, and telecommunications to their boundary, at no cost to them. He inquired what the cost is that we are going to incur?

Mr. Ruble stated that all the utilities are already there.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- g. Report on the party interested in purchasing the Cushman Road property – Ms. Myers moved, seconded by Ms. McBride, to instruct staff to send a letter to the interested party declining the offer, at this time.

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

The vote in favor was unanimous.

- h. Purchase of the Best Buy on Two Notch Road – Ms. Myers moved, seconded by Mr. C. Jackson, to instruct the Assistant County Administrator to forward a letter to the potential seller declining to purchase the property, at this time.

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

The vote in favor was unanimous.

- i. Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino Drive – Ms. Myers moved, seconded by Mr. Livingston, to defer this item until the next Property Distribution Management Ad Hoc Committee meeting, and then report back to Council.

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

The vote in favor was unanimous.

24. **MOTION PERIOD**

- a. I move that we establish rules for electing persons to serve on Boards/Commissions rather than going by the Parliamentarian's recollections of how it has done in the past with serious consideration to include appointments require a majority of Council member's vote. [MANNING] – This item was referred to the Rules & Appointments Committee.
- b. Immediately start procurement process for construction of the DHEC approved Lower Richland Sewer Project. If this motion is considered on October 16, 2018 it will allow the County to move forward. The funds are already approved and would not delay the process. The City's concern would be addressed immediately that we can, and are moving forward. Gadsden Elementary funds are available and can be added to the approved plan. [N. JACKSON] – This item was referred to the D&S Committee.
- c. Update of Blythewood MOUs with Richland County [DICKERSON] – This item was referred to staff.
- d. To allocate District 10 Hospitality Tax Funds to the following: \$7,500 to the Skipp Pearson Jazz Foundation and \$5,000 to the Black Expo [MYERS] – This was taken up under "Other Items".

**Special Called
October 16, 2018**

-22-

- e. Resolution Committing Richland County to Providing a Local Cash Match For a Community Development Block Grant From the SC Department of Commerce to Fund the Demolition of the Former Eastover Elementary School in Eastover, SC – Mr. Pearce moved for unanimous consent to adopt the resolution.

Mr. N. Jackson inquired if this property is owned by the school district or the Town of Eastover.

Ms. Myers stated it belongs to the Town of Eastover.

Mr. Malinowski stated when this originally came up he asked if there was any pursuit for Federal funding because of the asbestos and contaminants.

Ms. Myers stated they were not qualified for one set of funds, but they were qualified for another set. She stated it is a \$342,000 project. We are giving them \$100,000. They are getting matching funds from other sources. Someone asked them for proof that this money was approved.

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

The vote in favor was unanimous.

25. **ADJOURN** – The meeting adjourned at approximately 9:37 PM.

**Special Called
October 16, 2018
-23-**

RECEIVED

2018 OCT 18 PM 3:57

RICHLAND COUNTY
ADMINISTRATOR'S OFFICE



Engineering / Real Estate Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

October 5, 2018

Re: Permission to Survey, Soil Testing, Geotechnical Services & Environmental (Wetland) Inspection for the Water Main Relocation along Farrow Road; Richland County TMS# 17300-02-35; CIP Project #WM4451

Richland County
PO Box 192
Columbia, SC 29202

Dear Sir/Madam:

The City of Columbia is planning water system improvements within your area in the near future. A study is underway to determine the location of such improvements and as part of the study it is necessary to perform survey work, soil testing and environmental (wetland) inspections on a portion of property which is understood to belong to you. This property is identified as Richland County TMS#17300-02-35. A small map is attached depicting the general area where survey work and soil testing are to be performed.

Your permission is required to send staff, consultants, agents and equipment on your property to perform the necessary survey work, soil testing and environmental inspections. No trees will be cut or other physical damages inflicted to your property or its improvements. However, it may be necessary to clear underbrush in the survey area.

Please indicate your approval by signing the permission statement below, provide contact information for future communications, and return the original to me in the envelope provided by **October 19, 2018**. A copy is enclosed for your file. For your convenience, you may also scan the signed permission and email it to me at Vincent.Lyde@columbiasc.gov.

If you should have any questions concerning this matter or should problems arise while the work is being conducted, please do not hesitate to contact me at (803) 545-3363.

Sincerely,

Vincent A. Lyde
Right-of-Way Agent
Real Estate Division

Attachments
Val

ColumbiaSCWater.Net





Engineering / Real Estate Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

I hereby grant permission for the City of Columbia to send staff and equipment on the property described above for the purposes stated.

Richland County

_____/_____/2018
 Date

 (Signature)

By: _____
 (Print Name)

Title: _____
 (Print Title)

Contact Person: _____

Phone: _____

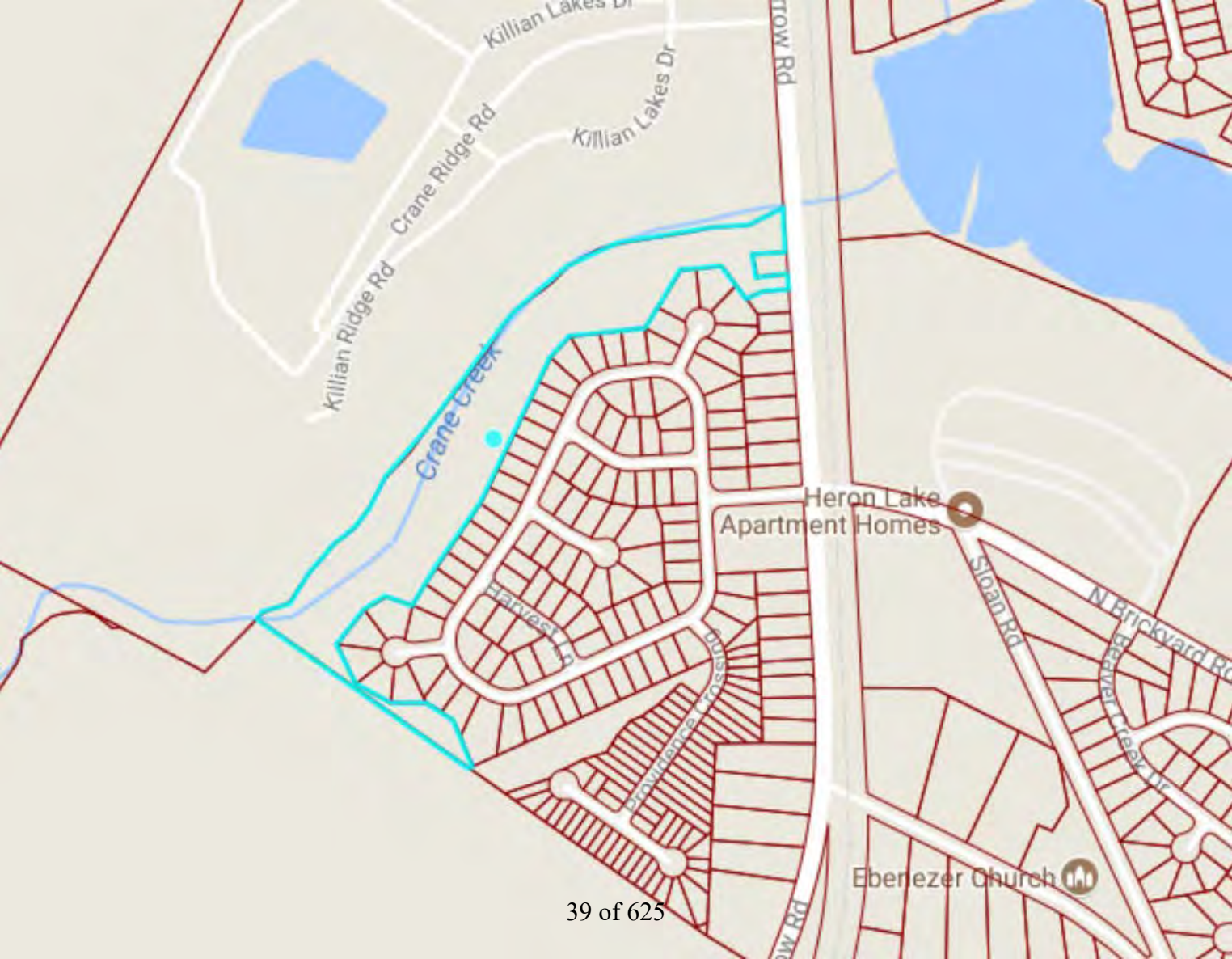
Email: _____

Parcel Information:

Parcel Number:	R17300-02-35
Situs Address:	W/S FALLOW RD
Primary Zoning:	RM HD
Secondary Zoning:	RS HD
Tax District:	ZDP
NBHD Code:	108.51
Taxable Value:	0
Market Value:	96,000
Building Value:	0
Land Value:	96,000
Acresage:	11.230
Owner Name:	RICHLAND COUNTY
Owner Address:	PO BOX 192
Owner City:	COLUMBIA
Owner State:	SC
Owner ZIP:	29202
Bedrooms:	0
Bathrooms:	0
Year Built:	
Heated Sq Feet:	0 ft ²
Last Sale Date:	September 19, 2008
Last Sale Price:	\$5
Legal Description:	BLOCK 2 PARCEL 35
Legal Description:	
Legal Description:	
Legal Description:	#PR WS, RB1415-1513

ColumbiaSCWater.Net





RECEIVED

2018 OCT 18 PM 4:05

RICHLAND COUNTY
ADMINISTRATOR'S OFFICE



Engineering / Real Estate Division

PO Box 147 | Columbia, SC 29217 | (803) 545-3400

September 17, 2018

Re: Permission to Survey, Soil Testing, Geotechnical Services & Environmental (Wetland) Inspection for the Broad River Force Main & Capacity Improvements, located on the West side of Broad River Road; Richland County TMS#07415-01-01; CIP Project #SS7454

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

Dear Sir or Madam:

The City of Columbia is planning improvements to the sanitary sewer system within your area in the near future. A study is underway to determine the location of such improvements and as part of the study it is necessary to perform survey work, soil testing and environmental (wetland) inspections on a portion of property which is understood to belong to you. This property is identified as Richland County TMS#07415-01-01. A small map is attached depicting the general area where survey work and soil testing are to be performed.

Your permission is required to send staff consultants, agent and equipment on your property to perform the necessary survey work, soil testing and environmental inspections. It may be necessary to clear the easement area for vehicles and equipment. Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use.

Please indicate your approval by signing the permission statement below, provide contact information for future communications, and return the original to me in the envelope provided by **September 24, 2018**. A copy is enclosed for your file. For your convenience, you may also scan the signed permission and email it to me at Natalia.Johnson@columbiasc.gov.

If you should have any questions concerning this matter or should problems arise while the work is being conducted, please do not hesitate to contact me at (803) 545-3234.

Sincerely,

Natalia "Lia" Johnson
Right-of-Way Agent
Real Estate Division

Attachments
nij

ColumbiaSCWater.Net





Engineering / Real Estate Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

I hereby grant permission for the City of Columbia to send staff and equipment on the property described above for the purposes stated.

Richland County

____ / ____ / 2018
Date

(Signature)

By: _____
(Print Name)

Title: _____
(Print Title)

Contact Person: _____

Phone: _____

Email: _____

ColumbiaSCWater.Net



U.S. Army Corps of Engineers – Charleston District - Regulatory Division
JURISDICTIONAL DETERMINATION REQUEST
 For Identifying Waters of the U.S., Including Wetlands and Tributaries, and Jurisdictional Status

This form is intended for use by anyone requesting a jurisdictional determination from the U.S Army Corps of Engineers, Charleston District (Corps). Please supply the following information and supporting documents described below. This document can be completed electronically and then printed. **This document must be signed by the current property owner(s) to be considered a formal request.** We require original signatures; faxes and emails with scanned copies are not acceptable. Per the required property owner's signature below, please be advised that submitting this request authorizes the Corps to conduct on-site investigations, if necessary, to inform the jurisdictional determination process. Please contact us if you need any assistance with filling out this form, as well as for jurisdictional determination requests associated with corridor projects involving multiple property owners. You may attach extra pages/authorizations if needed. The printed form and supporting documents should be mailed to the appropriate office (refer to the enclosed service area map):

Charleston Office: US Army Corps of Engineers Regulatory Division 69A Hagood Avenue Charleston, SC 29403 (ph) 843-329-8044	Columbia Office: US Army Corps of Engineers Regulatory Office 1835 Assembly Street, Room 865 B-1 Columbia, SC 29201 (ph) 803-253-3444	Conway Office: US Army Corps of Engineers Regulatory Office 1949 Industrial Park Road, Room 140 Conway, SC 29526 (ph) 843-365-4239
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Directions: Sections I-V must be completed upon submittal. Failure to do so may result in additional delays.

I. PROPERTY AND AGENT INFORMATION

A. Project Details/Location:

Project Name: Broad River Force Main & Capacity Improv. Date: September 13, 2018
 County: Richland Latitude/Longitude: _____
 Tax Map Sequence (TMS) #(s): 07415-01-01
 Property Address(es): Western side of Broad River Road, Columbia, SC 29210
 Acreage(s): _____

B. Property Owner(s): (if there are multiple property owners, please attach additional pages)

Name: _____
 (*Current Legal Property Owner Name and Contact Information are required.)
 Company Name (if applicable): Richland County
 Address: P.O. Box 192, Columbia, SC 29202
 Phone: _____ Email: _____

C. Requestor Of Jurisdictional Determination (check here if same as Property Owner):

Name: Natalia Johnson, Right-of-Way Agent, Real Estate Division
 Company Name (if applicable): City of Columbia, Department of Utilities & Engineering
 Address: P.O. Box 147, Columbia, SC 29217
 Phone: 803-545-3400 Email: natalia.johnson@columbiasc.gov

Select one:

- I am the current property owner
- I am an interested buyer or am under contract to purchase the property
- Other, please explain.
City of Columbia designing a sanitary sewer project along property

D. Consultant/Agent (if applicable):

Consultant/Agent Name: _____
 Company Name (if applicable): Stantec Industrial Engineering Company
 Address: 1411 Gervias Street, Suite 325, Columbia, SC 29201
 Phone: 803-748-7843 Email: david.taylor@stantec.com

II. PROPERTY ACCESS AUTHORIZATION

I, the undersigned, a duly authorized owner of record of the below parcel number(s), do hereby authorize representatives of the U.S. Army Corps of Engineers, Charleston District, to enter upon the below parcel number(s) for the purposes of conducting on-site investigations (e.g., digging and refilling shallow holes) and issuing a jurisdictional determination associated with Waters of the U.S. subject to Federal Jurisdiction under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899.

I acknowledge that under South Carolina common law, a person who authorizes, advises, encourages, procures, or incites another to commit a trespass, is liable along with the actual perpetrator.

I further acknowledge that 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

P.O. Box 192, Columbia, SC 29202

West side of Broad River Rd, Columbia, SC 29210

Mailing Address of Property Owner

Property Address

07415-01-01

Richland County

TMS #(s)

Property Owner Name (please print)

Signature of Property Owner:

Date:

III. AGENT/CONSULTANT AUTHORIZATION

Not applicable

I, the undersigned, do authorize the agent/consultant listed above (on page 1) to act in my behalf in the processing of this request and to furnish supplemental information in support of this request.

I acknowledge that 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

Richland County

Property Owner Name (or Requestor Name) (please print)

Signature of Property Owner (or Requestor): Date:

The Consultant/Agent is acting on behalf of the (check all that apply):

Property Owner

Requestor

Other, please explain: _____

IV. Type of Submittal (Select one)

- A. I am an environmental/wetland consultant representing a JD requestor who is submitting a wetland delineation for review and verification by the Corps. Please refer to pages 4-8 for the "Information Required for Wetland Delineations and Jurisdictional Determination Submittals."
- B. I am a JD requestor without an environmental/wetland consultant requesting that the Corps investigate the above property for the presence or absence of wetlands, tributaries, or other Waters of the U.S., and establish the geographic extent of these areas. *Please note that while the Corps offers wetland delineation services, time frames to fulfill requests are dependent on site size, property conditions, workload priorities, and staffing levels. To expedite the wetland delineation process, property owners and/or requestors are encouraged to hire an environmental consultant. A courtesy list of environmental consultants can be found on our website at www.sac.usace.army.mil/Missions/Regulatory/PermittingProcess.aspx.*

For requestors with no environmental/wetland consultant for box IV. B. above, the first three items listed below MUST accompany your request. Complete only this page and disregard the following pages.

1. Accurate location maps (from County Map, USGS Quad Sheet, etc.), street address and directions to site from a nearby major intersection.
2. Copy of Survey Property Plat, Tax Map of Property, or depiction showing project review area/property boundary with GPS coordinates.
3. Statement that the project review area/property boundaries are marked and a description of how the project review area/property boundaries are marked onsite. See below note* for more information.
4. Additional information, such as soil survey information, aerial photographs, etc.

*Note: The project review area/property boundaries must be accurately marked onsite PRIOR to the Corps site visit. The property owner may need to hire a registered land surveyor to locate and mark the property corners and/or boundaries. Small sites and/or sparsely vegetated sites may only require the property corners be marked. However, sites that are large, oddly shaped, and/or have thick vegetative cover may require additional marking efforts, such as cut sight lines, the use of a series of flags, etc., in order for Corps staff to identify and locate the boundaries while onsite.

V. Type of Jurisdictional Determination Requested (select one):

- A. Accurate-Approved B. Approximate-Approved C. Accurate-Preliminary * D. Approximate-Preliminary

Description of the Types of Jurisdictional Determinations:

Preliminary – Preliminary determinations will identify whether wetlands or other waters are present on the site and will presume that they are jurisdictional. Preliminary jurisdictional determinations may be completed more quickly than Approved jurisdictional determinations and do not expire.

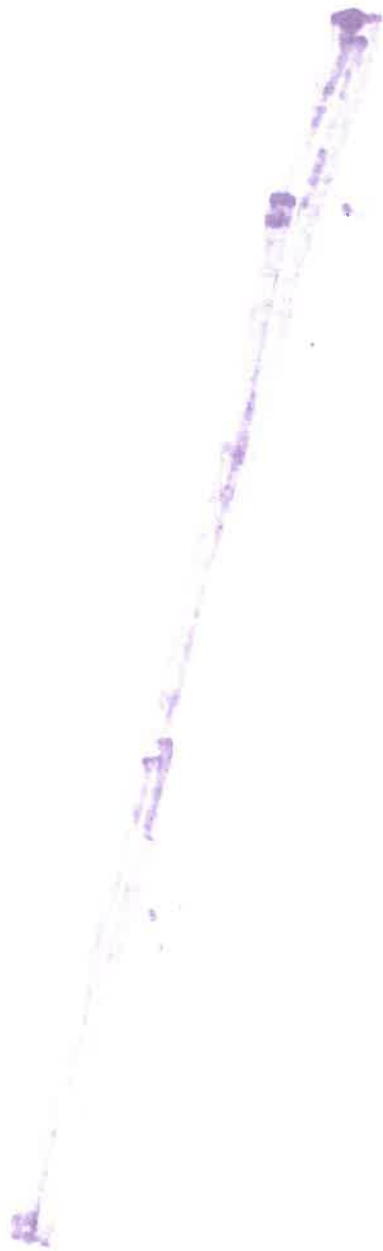
Approved – Approved jurisdictional determinations will identify whether wetlands or other waters are present on the site and will include a determination of their jurisdictional status. Approved jurisdictional determinations expire in 5 years.

Description of the Types of Delineations:

Accurate: Location and extent (boundaries) of all Waters of the U.S. are identified and surveyed by a registered land surveyor. Project review area/property boundary must be surveyed or represented by a tax map (or by GPS points if no Waters of the U.S. are present).

Approximate: Location and extent (boundaries) of all Waters of the U.S. are identified and depicted approximately on a sketch. Project review area/property boundary must be surveyed or represented by a tax map or GPS coordinates.

*Note: For Accurate-Preliminary Jurisdictional Determinations, although the jurisdictional determination will not expire, the surveyed location and extent (boundaries) of wetlands and/or waters will expire after 5 years.



side Golf Center

e Enclave I, II

Broad River

Broad River

Romain Dr

Romain Dr

Columbia Rowing Club





RECEIVED

OCT 12 2018

MAIL

10/09/2018

Town of Eastover
P.O. Box 58
Eastover, SC 29044

Re: Improper disposal of construction and demolition debris.
SE/S Solomon St.
Richland County Tax Map ID R36806-04-38

To whom it may concern,

Staff of the Midland Columbia EQC office inspected property located at the farthest end of Solomon St., and found a large quantity of construction and demolition (C&D) debris being placed on the property. The Department has not permitted this site for the disposal of any type of solid waste. Unpermitted disposal of MSW and/or C&D is a violation of the SC Solid Waste management Act, R61-107.19 parts IV and V as well as the Pollution Control Act Title 48 section 48-1-90. The Department requires that this unpermitted disposal of solid waste stop immediately.

You are required to remove all MSW and all of the C&D disposed of on this property, and take it to a SCDHEC permitted solid waste facility no later than 11/13/2018. Burning, burying, or pushing and covering the waste is not an acceptable means to resolve this matter. Weight receipts from a permitted solid waste management facility showing proof of proper disposal must be submitted to this office no later than the 11/13/2018 deadline. Failure to properly dispose of the solid waste and provide documentation to this office by the above deadline may result in this matter being referred to the Central Office in Columbia, the issuance of an order, and the assessment of civil penalties of up to ten thousand dollars (\$10,000.00) per day of violation for each of the acts, as provided by law.

If you need technical assistance or have any questions about this letter, please call me at (803) 896-0620.

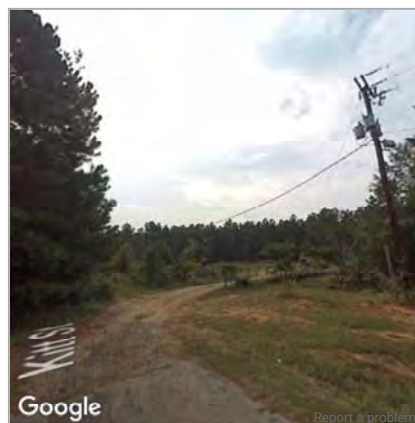
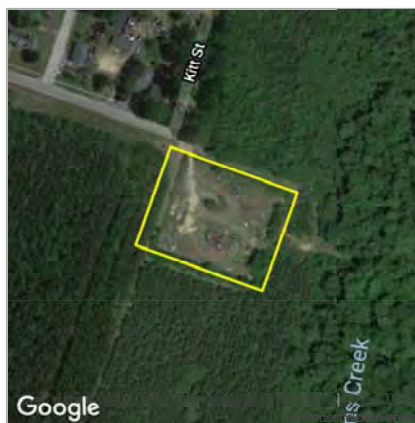
Sincerely,

A handwritten signature in blue ink, appearing to read "John Ansell", with a long horizontal flourish extending to the right.

John Ansell
Midlands Columbia EQC
803-896-0620 (office)
803-896-0617 (fax)

SE/S SOLOMON ST | R36806-04-38

Print



Address

Address	SE/S SOLOMON ST
Municipality	Eastover
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	33.87345
Longitude	-80.69030
Elevation	180 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$25,571	\$28,424	\$16,393
Avg Home Value	\$77,500	\$63,800	\$38,600
Pop. Density (/sqmi)	428	89	160

Property

TMS	R36806-04-38
Owner	TOWN OF EASTOVER
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	1TE
Land Value	\$11,200
Building Value	\$0
Taxable Value	\$0
Market Value	\$11,200
Last Sale	\$0 (12/00/1987)
Zoning	R
Secondary Zoning	
Owner Occupied	Exempt

Political

Voting Precinct	Eastover
Voting Location	Eastover Park
County Council Dist.	10
County Council Rep.	Dalhi Myers
SC Senate Dist.	21
SC Senate Rep.	Darrell Jackson
SC House Dist.	70
SC House Rep.	Wendy C. Brawley
County Magistrate Dist.	EASTOVER
County Magistrate	JUDGE DONALD SIMONS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	8

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: October 2, 2018

Second Reading: October 16, 2018

Third Reading: November 13, 2018 {Tentative}

Public Hearing: November 13, 2018



**Development and Services Committee Meeting
Briefing Document**

Agenda Item

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

Background

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

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

Issues

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

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives

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

Staff Recommendation

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Kimberly Williams-Roberts
Clerk of Council

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

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

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

RICHLAND COUNTY

to

CITY OF COLUMBIA

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

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

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

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

Be all measurements a little more or less.

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

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

APPROVED AS TO FORM



6-11-2018

Legal Department City of Columbia, SC

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

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

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

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

HMG

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

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

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

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 2018.

WITNESSES:

RICHLAND COUNTY

(1st Witness Signature)

By: _____
(Signature)

Name: _____
(Print Name)

(2nd Witness Signature)

Title: _____
(Print Title)

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

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

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

Notary Public for the State of _____
(State)

My Commission Expires: _____
(Date)

ATTORNEY CERTIFICATION

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

State Bar or License Number _____

COVENANT

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

ENFORCEMENT OF COVENANT

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

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

DURATION OF COVENANT

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

INTERPRETATION

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

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

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

WITNESSES:

DECLARANT:

RICHLAND COUNTY

(Signature of Witness #1)

BY: _____
(Signature)

(Signature of Witness #2)

NAME: _____
(Print or Type Name)

TITLE: _____
(Print or Type Title)

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

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

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

(Notary's Signature)

NOTARY PUBLIC FOR STATE OF _____
(STATE)

MY COMMISSION EXPIRES _____
(DATE)

ATTORNEY CERTIFICATION

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

State Bar or License Number _____

Richland County Council Request for Action

Subject:

Using Public Funds on Private Roads: Hardship Options

Notes:

June 26, 2018 – The committee recommended holding a work session to discuss the matter.

July 10, 2018 – Council approved holding a work session.

October 16, 2018 – Council work session was held.



**Development & Services Committee Meeting
Briefing Document**

Agenda Item

Using Public Funds on Private Roads: Hardship Options

Background

On February 5, 2013, County Council approved the County accepting into its County Road Maintenance System, approximately 40 roads, as-is (Attachment A), with no improvements made by developers to bring the roads to the County's standards. Staff has been implementing that direction for the roads in Attachment A.

During its April 3, 2018 meeting, Council awarded a contract for road improvements to the roads included in Phase 1 of the development in the Hunters' Run subdivision. Although, Council accepted those roads into the County Road Maintenance System prior to the April 3, 2018 meeting, during the meeting deliberations on the contract award Council directed staff to "bring back to Council all non-dirt roads that are outstanding by the end of April". That list was presented to Council in the April 27, 2018 Administrator's Report. To augment that original list, we asked Council to consider the following factors:

- The list represents the condition assessment of ALL non-public roads.
- There are roads on this list within neighborhoods under active construction. Those roads should continue to follow the development process for completion.
- This is an evolving list, with research on locating developers as a priority, in an attempt to provide Council, the most feasible and responsible comprehensive options for Council to consider the issue of abandoned private roads not to County standards.

County staff via its Public Works Department routinely receives requests from members of Council and/or residents of the County to make road improvements to private roads. This approach undergirded the manner in which the Hunters Run matter was brought to the attention of County Council in the fall of 2015. Although Council voted to accept the roads into the County Road Maintenance System and bring the roads up to the County's standards during its November 17, 2015 & July 11, 2017 meetings, the issues and concerns that mitigated that matter prompted an internal review of the County's process for accepting abandoned private roads into the County Road Maintenance System.

County ordinances stipulate that one-time improvements may be made to private roads with public County funds are contingent upon a declaration of a public emergency by Council via its emergency ordinance provision (see attached Ordinance No. 037-14HR). This means that unless a public emergency exists (e.g., natural disaster, flooding) and is declared by County Council via the Council Chairperson, improvements to private roads are prohibited.

Review of the archives revealed that the only other formal process for the County assuming ownership of a private road is related to the construction of new subdivisions. Once a developer completes the construction of a new subdivision, County staff inspects the roads in that subdivision to make sure the roads meet the County's standards. If they meet the standards, the County accepts the roads into the County Road Maintenance System for regular maintenance. If the roads are not up to standards, the

County works with the developer to correct any issues and, then, accept the roads into the County Road Maintenance System.

Unfortunately, the satisfactory completion of roads in subdivisions being actively constructed was impaired by several internal and external factors, such as:

- The 2008 housing construction crash bankrupted many developers, who ultimately abandoned projects before their completion and compliance with County standards, and/or
- Previous County staff poorly monitored surety bonds, if they existed, letting them lapse and rendering the County unable to draw upon these resources to complete roads in projects abandoned by the developer and left in disrepair.

Given the frequency that requests for improvements to private roads and/or assuming ownership of private roads by the County are made by members of County Council and the public, for the reasons stated above, staff began developing a strategic comprehensive approach to address this matter shortly after the July 11, 2017, update to Council on the Hunters Run issue during Executive Session.

The policy described herein, addresses the following three broad scenarios and accompanying steps and/or recommendations:

1. Requests from members of Council or residents for private road improvements that meet the “Good Samaritan”¹ standard

Currently, the County has had an erroneous practice whereby it uses the provision of its Emergency Ordinance (Chapter 21) to make one-time repairs to private roads. The County’s use of the emergency ordinance for making the repairs is not appropriate as the needed repairs were not due to an actual public emergency that was declared by County Council (e.g., natural disaster, hurricane). Rather the needed repairs were made with the County serving as a “Good Samaritan.” This means that the County would make repairs that were essential to making sure emergency service vehicles and handicapped buses/vans were able to utilize the roads. Other jurisdictions normally manage this type of effort through a “hardship” policy.

In this scenario, one option is a one-time repair of a private, unimproved road (dirt or paved). Council may consider that any Richland County resident may petition the County for approval of a one-time-repair of a private unimproved road (dirt or paved) if all of the following conditions are met:

- If without this repair, essential emergency service and handicapped buses/vans cannot proceed within 50 yards of the residence and the distance off the nearest connecting publicly maintained road does not exceed 1,000 yards (A letter may be required from either Emergency Services or the RC Sheriff’s Department certifying that the road is impassable to their vehicles and repairs are required).
- The road is not under active construction by its owner/developer.

¹ The Richland County Attorney has issued an opinion on this scenario. The opinion is provided separately. County staff is including this scenario for Council awareness and discussion only.

- Every Property Owner on the section of the road to be repaired signs the petition agreeing that: (1) the owner wants the one-time repair to the private unimproved dirt road; and (2) the owner will provide a temporary easement while the repairs are being made. If temporary easement cannot be obtained, then, road repairs will not be considered.
- The road to be repaired must connect to an existing publicly maintained road within 1,000 yards and the road should not possess any unusual features that could cause the repairs to be abnormal.
- The amount estimated to repair the road does not exceed the Council-approved maximum, which traditionally averages \$5,000 for simple repairs.

Additionally, requestors of a one-time repair must agree to the following:

- When the one-time repair is made, another petition for hardship repairs to the same location cannot be submitted again.
- The owners of the property shall agree to hold harmless the County and its agents, employees, or contractors from any and all liability of any nature, for personal injury, property damage, or any other damage during and/or arising out of the repairs made or work performed.
- When one-time hardship repairs are completed, the road will still be considered a private road by Richland County, unless Richland County Council decides to accept the road into the County Road Maintenance System.
- Repairs will make the road passable for emergency vehicles but the unimproved road will not be brought up to Richland County road standards for continued use of private purposes.
- Road User Fees or other source of funding designated by County Council will be utilized to accomplish hardship repairs.

2. Requests from members of Council or residents for private road improvements on roads that can be categorized as “abandoned by a Developer”

There are a number of roads that a developer constructed as a part of new subdivision and were never fully constructed and were abandoned (Attachment B). “Abandoned” is used as a general term in this document to generally describe situations where:

- The County is unable to locate the developer to make the road improvements.
- The developer may be present and/or active, but there is no obvious intention or commitment to complete the roads.
- The developer is present, active and financially viable, but the road conditions are in a severely poor state of repair.

Three assumptions undergird this policy option for addressing roads in this category:

1. The County exists as the last option for completing these roads, making them the highest priority for County Council to preserve safety;

2. County Council wishes to improve the quality of life for citizens residing in neighborhoods with incomplete and abandoned roads; and
3. Legal remedy (recourse for the County against developers) could occur, but on a separate track so as to more quickly accomplish #1.

The possible policy implementation process includes the following steps:

- The roads must be deeded over to the County and, in some cases, condemnation may be the only alternative. In completing the roads in Hunter's Run and implementing the program to repair the first set of roads approved by Council in 2013, staff struggled to obtain the deeds to private roads. The roads must be publically owned before public funds are expended to repair them. Please note this process will impact the overall project timeline and, in some cases, can stall it indefinitely.
- This option would involve a team approach to project delivery, which would follow a design-build process. It would include a team of attorneys to assist with deed preparation and a team of contractors to perform the work, similar to the flood recovery process currently being undertaken.
- Council may consider a penalty for developers failing to complete subdivisions' roads to the County standards for acceptance in the County Road Maintenance System. An example may be to prohibit any work within unincorporated Richland County by a developer and/or any related agent, limited liability corporation or incorporation, etc. (now or in the future), unless all public funds have been reimbursed.

3. Requests from members of Council or residents for private road improvements on roads that can be categorized as "under construction by a Developer"

There are a number of roads being constructed as a part of new subdivisions. Although is not uncommon for County staff to receive a request to improve these roads, the roads are private and owned by the active subdivision developer. As such, the developer is fully responsible for any road improvements until County staff inspects the roads for acceptance into the County Road Maintenance System. To that end, the County has improved its process for inspecting active subdivision construction sites and ensuring adequate construction bonds are in place (including appropriate amounts to cover the work and properly tracking their expiration dates) (Attachment C).

It is the recommendation of staff that processes and enforcement measures are already in place to ensure the proper completion of roads in active subdivisions under construction. Roads within this category (#3) are excluded from the overall list included in this report (Attachment B).

Issues

Funding source(s) will need to be identified for the "Good Samaritan" scenario. The County's Road and Drainage Fund via the Department of Public Works is a possible funding source.

Bringing the roads, described above in Scenario 2, up to County standards and taking over their routine maintenance has significant cost implications. However, not doing so continues to impact the quality of lives and, perhaps, safety of County residents living in those neighborhoods.

Fiscal Impact

The fiscal impact of the “Good Samaritan” process is unknown. As relates to this option, staff recommends establishing an individual repair maximum and annual total maximum budget.

The fiscal impact of bringing all roads in Attachment B up to County standards, is estimated at \$8.1 million for 105 roads, which includes a 30% contingency and 10% for engineering (Attachment D). As it relates to this option, staff recommends Council consider a multi-year phased funding approach similar to a capital improvement plan.

Past Legislative Actions

The original list of private roads to be repaired/completed by Richland County and accepted into the County’s inventory.

Alternatives

1. Provide direction to staff on this broad policy option(s) and hold a Council work session to further refine phasing and funding this process.
2. Do not provide direction to staff this broad policy option(s) and hold a Council work session to further refine phasing and funding this process.
3. Consider this broad policy option(s) and propose another.
4. Consider this broad policy options(s) and do not move forward with any related policy.

Staff Recommendation

Staff is looking for direction from Council and recommends holding a Council work session to further refine phasing and funding this process.

The County Legal Department will provide comments under separate cover.

Submitted by: Tracy Hegler, Community Planning & Development Director and Ismail Ozbek, Public Works Director, and Administration.

Date: June 15, 2018

ATTACHMENT A

ROADS PREVIOUSLY APPROVED BY COUNTY COUNCIL FOR "AS IS" ACCEPTANCE							
	ROAD NAME	TMS #	SUBDIVISION	LENGTH (FT)	Estimated Repair Cost	Council District	Comments
1	Merc Ct	Accepted 6/9/2015	Arthurtown Phase 3	118.83	\$0.00	10	Deeded by Habitat for Humanity
2	Riley Ct	accepted 6/9/2015	Arthurtown Phase 3	117.85	\$0.00	10	Deeded by Habitat for Humanity
3	Dennis Ln	12700-01-03	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00	2	Residents working with attorney
4	Moody View Ct	20210-05-01	Devon Green Phase 1	163.03	\$2,500.00	8	Sold at Tax sale to current owner
5	Sonny Ct	20210-05-01	Devon Green Phase 1	96.78	\$2,500.00	8	Sold at Tax sale to current owner
6	Jaybird Ln	Portion of 20210-05-01	Devon Green Phase 2 & 3	1,010.17	\$10,000.00	88	Sold at Tax sale to current owner
7	Reidy Ct	20210-05-02	Devon Green Phase 2 & 3	676.32	\$5,000.00	8	Developer
8	Bald Eagle Ct	14702-04-01	Heritage Hills Phase 2A	105.60	\$5,000.00	7	Sold at Tax sale to current owner
9	Heritage Hills Dr	14702-04-01	Heritage Hills Phase 2A	1,802.20	\$5,000.00	7	Sold at Tax sale to current owner
10	Otter Trail Ct	14702-04-01	Heritage Hills Phase 2A	487.36	\$5,000.00	7	Sold at Tax sale to current owner
11	Burnwood Ct	14703-03-01	Heritage Hills Phase 2B	355.41	\$5,000.00	7	Sold at Tax sale to current owner
12	Cedar Edge Ct	14703-03-01	Heritage Hills Phase 2B	382.85	\$5,000.00	7	Sold at Tax sale to current owner
13	Heritage Hills Dr	14703-03-01	Heritage Hills Phase 2B	1,550.45	\$45,000.00	7	Sold at Tax sale to current owner
14	Hickory Knoll Rd	14703-03-01	Heritage Hills Phase 2B	1,054.75	\$5,000.00	7	Sold at Tax sale to current owner
15	Graces Way	22812-02-02					Local owner, will deed his portion of road to county
16	Graces Way	22909-03-16	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00	9	Owner is out of state, no response to letter sent
17	N Lake Pointe Dr	22881-01-70	Lake Point East	763.47	No Cost Established	9	deeded by HOA
18	Angela Dawn Ct	02408-05-08	North Lake Shore Point	269.07	No Cost Established	1	Sold at Tax sale to current owner
19	Robin Lynn Ln	02408-03-13	North Lake Shore Point	224.24	No Cost Established	1	Sold at Tax sale to current owner
20	Conn St	No TMS	Northgate (Crane Creek Estates)	293.97	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
21	Crane Creek Ct	No TMS	Northgate (Crane Creek Estates)	400.32	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
22	Crane Creek Dr	No TMS	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
23	Scioto Dr	No TMS	Northgate (Crane Creek Estates)	844.14	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
24	Durant St	09613-12-01	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00	7	same as above
25	Durden Park Row	Accepted 6/17/2014	Stonington Phase 1	728.36	\$10,000.00	7	Deeded by Developer
26	Ellafair Ln	Accepted 6/17/2014	Stonington Phase 1	247.85	\$5,000.00	7	Deeded by Developer
27	Rose Dew Ln	Accepted 6/17/2014	Stonington Phase 1	239.90	\$5,000.00	7	Deeded by Developer
28	Roundtree Rd	Accepted 6/17/2014	Stonington Phase 1	1,547.39	\$25,000.00	7	Deeded by Developer
29	Stonebury Cir	Accepted 6/17/2014	Stonington Phase 1	348.92	\$5,000.00	7	Deeded by Developer
30	Stonington Dr	Accepted 6/17/2014	Stonington Phase 1	1,629.95	\$25,000.00	7	Deeded by Developer
31	Unnamed St	Accepted 6/17/2014	Stonington Phase 1	348.99	No Cost Established	7	Deeded by Developer
32	Roundtree Rd	Accepted 6/17/2014	Stonington Phase 2A	2,633.89	\$20,000.00	7	Deeded by Developer
33	Summer Bend Rd	Accepted 6/9/2015	Summer Valley Phase 2A	877.56	No Cost Established	7	Deeded by Developer
34	Summer Park Rd	Accepted 6/9/2015	Summer Valley Phase 2A	547.89	No Cost Established	7	Deeded by Developer
35	Summer Bend Rd	Accepted 6/9/2015	Summer Valley Phase 2B	794.91	No Cost Established	7	Deeded by Developer
36	Summer Park Rd	Accepted 6/9/2015	Summer Valley Phase 2B	917.27	No Cost Established	7	Deeded by Developer
37	Summer Side Cir	Accepted 6/9/2015	Summer Valley Phase 2B	1,080.05	No Cost Established	7	Deeded by Developer
38	Summer Crest Rd	Accepted 6/9/2015	Summer Valley Phase 3	1,157.02	No Cost Established	7	Deeded by Developer

ROADS PREVIOUSLY APPROVED BY COUNTY COUNCIL FOR "AS IS" ACCEPTANCE							
	ROAD NAME	TMS #	SUBDIVISION	LENGTH (FT)	Estimated Repair Cost	Council District	Comments
39	Summer Ridge Rd	Accepted 6/9/2015	Summer Valley Phase 3	370.92	No Cost Established	7	Deeded by Developer
40	Summer Vista Dr	Accepted 6/9/2015	Summer Valley Phase 3	978.17	No Cost Established	7	Deeded by Developer
41	OldStill Rd	22801-04-11					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
42	Old Still Rd	22806-01-10	Wildewood: Old Still Rd	3,088.53	\$200,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
43	Running Fox Rd W	22704-06-03	Wildewood: West of Polo Road	1,559.11	\$125,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
44	Loan Oak Ln	22704-06-03					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
45	Meadowbrook Drive	22704-06-03					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
			Totals	37,367.55	800,000.00		
							Roads have been deeded, PDT evaluating
							Roads have been deeded and need no repairs
							Roads in the process of being deeded
							Roads deeded and repairs complete

ATTACHMENT B



Richland County Community Planning & Development Department
Richland County Public Works Department

Subdivision Assessment Project

PRIORITY: A = High Priority
B = Medium Priority

FIELD PRIORITY: G = Good
M = Moderate
G>M = Good to Moderate
M>P = Moderate to Poor

	Road Name	Status	Assessed	Subdivision Name	Field Rating	Priority	Council District
1	Ashwood Hill Dr	Private or Other	YES	ASHWOOD HILL	P	A	1
2	Beasley Creek Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1A	M>P	A	7
3	W Bowmore Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1A	M	A	
4	Tormore Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
5	Beasley Creek Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
6	E Bowmore Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
7	Glen Ord Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	G>M	A	
8	Sardis Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
9	Black Elk Ln	Private or Other	YES	BLYTHE CREEK	P	A	
10	Black Kettle Ct	Private or Other	YES	BLYTHE CREEK	G	A	
11	Blythe Creek Dr	Private or Other	YES	BLYTHE CREEK	P	A	
12	Broken Arrow Ct	Private or Other	YES	BLYTHE CREEK	P	A	
13	Center Creek Ct	Private or Other	YES	BLYTHE CREEK	G	A	
14	Red Horse Ct	Private or Other	YES	BLYTHE CREEK	G	A	
15	Red Winds Ct	Private or Other	YES	BLYTHE CREEK	P	A	
16	Running Bear Ct	Private or Other	YES	BLYTHE CREEK	p	A	
17	Garden Brooke Dr	Private or Other	YES	GARDEN BROOKE PHASE 1	M	C	1
18	Green Ash Ct	Private or Other	YES	GARDEN BROOKE PHASE 1	M	C	
19	Garden Brooke Dr	Private or Other	YES	GARDEN BROOKE PHASE 2A	G	C	
20	Sawyer Ct	Private or Other	YES	GARDEN BROOKE PHASE 2A	G	C	
21	Caughman Ridge Rd	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	M	C	11
22	Greemont Cir	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	M	C	
23	Parkhaven Ct	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	G	C	
24	Caughman Ridge Rd	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
25	Greemont Cir	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
26	Birchton Ct	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
27	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 1	M>P	B	7
28	Granary Ct	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
29	Hastings Point Dr	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
30	Marrob Ct	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
31	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 2	M	B	
32	Tubman Ct	Private or Other	YES	HASTINGS POINT PHASE 2	G>M	B	
33	Hastings Point Dr	Private or Other	YES	HASTINGS POINT PHASE 2	P	B	
34	Bouchet Ct	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
35	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
36	McLester Ct	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
37	Rice Creek Farms Rd	Private or Other	YES	RICE CREEK FARMS ROAD	p	C	8
38	Buttonbush Ct	Private or Other	YES	RICE CREEK RIDGE	G>M	C	
39	Sand Iris Ct	Private or Other	YES	RICE CREEK RIDGE	G	C	
40	Rice Meadow Way	Private or Other	YES	RICE MEADOW WAY	p	C	7
41	Big Game Loop	Private or Other	YES	RIVERS STATION	P>S	C	
42	Ostrich Cir	Private or Other	YES	RIVERS STATION	P>S	C	
43	Rivers Station Way	Private or Other	YES	RIVERS STATION	P>S	C	
44	Dutchfork Branch Ct	Private or Other	YES	ROLLING CREEK PHASE 4	P	C	
45	Dutchfork Creek Trl	Private or Other	YES	ROLLING CREEK PHASE 4	P	C	
46	Whetstone Creek Ct	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
47	Boyd Branch Crsg	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	G	C	
48	Savannah Branch Trl	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
49	Summer Branch Ln	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
50	Boyd Branch Crsg	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G	C	

51	Crims Branch Ct	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	M	C	1
52	Crims Creek Way	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G>M	C	
53	Dutchmans Creek Trl	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G	C	
54	N Nichols Creek Pt	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	N/A	C	
55	Nichols Branch Ln	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	P	C	
56	S Nichols Creek Pt	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	M	C	
57	Dutchmans Branch Ct	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 3A	M>P	C	
58	Dutchmans Creek Trl	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 3A	P	C	
59	Amber Ridge Trl	Private or Other	YES	ROSE OAKS PHASE 1	M	C	
60	Rose Oak Dr	Private or Other	YES	ROSE OAKS PHASE 1	M	C	
61	Amber Ridge Trl	Private or Other	YES	ROSE OAKS PHASE 2	G>M	C	
62	English Legend Dr	Private or Other	YES	ROSE OAKS PHASE 2	G>M	C	
63	Antique Rose Ct	Private or Other	YES	ROSE OAKS PHASE 3	M	C	1
64	English Legend Dr	Private or Other	YES	ROSE OAKS PHASE 3	M	C	
65	Rainbows End Ct	Private or Other	YES	ROSE OAKS PHASE 3	G>M	C	
66	Coral Rose Dr	Private or Other	YES	ROSE OAKS PHASE 4	G>M	C	
67	Compass Rose Way	Private or Other	YES	ROSE OAKS PHASE 4	M	C	
68	Sageland Pl	Private or Other	YES	SAGELAND PLACE 1	M	C	
69	Thyme Cir	Private or Other	YES	SAGELAND PLACE 1	M	C	1
70	Placid Dr	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 1	S	A	
71	Tranquil Trl	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 1	S	A	
72	Placid Dr	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 2	M>P	A	8
73	Serene Ct	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 2	M	A	
74	Bare Wick Ln	Private or Other	YES	STONINGTON PHASE 3	G	C	
75	Brody Park Rd	Private or Other	YES	STONINGTON PHASE 3	G	C	
76	Flutterby Ct	Private or Other	YES	STONINGTON PHASE 3	G	C	
77	Redden Row	Private or Other	YES	STONINGTON PHASE 3	G	C	7
78	Ringbelle Row	Private or Other	YES	STONINGTON PHASE 3	G	C	
79	Stonebury Cir	Private or Other	YES	STONINGTON PHASE 3	G>M	C	
80	Unnamed St	Private or Other	???	STONINGTON PHASE 3	M	C	
81	Knot Ct	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
82	Pine Loop Ct	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
83	Pine Loop Dr	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
84	N High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 3	M	C	
85	Oak Lake Ct	Private or Other	YES	WILLOW LAKE PHASE 3	G>M	C	
86	Old Hickory Ct	Private or Other	YES	WILLOW LAKE PHASE 3	G>M	C	
87	Sand Oak Ct	Private or Other	YES	WILLOW LAKE PHASE 3	M	C	
88	Canvasback Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
89	Gadwell Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
90	Goldeneye Ct	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
91	Harlequin Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
92	Loon Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
93	N High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	7
94	Ring Neck Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
95	Ruddy Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
96	S High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
97	Whistling Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
98	Willow Glen Cir	Private or Other	YES	WILLOW LAKES COMMONS	G>M	C	
99	Weeping Willow Cir	Private or Other	YES	WILLOW LAKES COMMONS	G>M	C	
100	Alpina Ct	Private or Other	YES	WILLOW LAKES PHASE 6A	G	C	
101	Buttercup Cir	Private or Other	YES	WILLOW LAKES PHASE 6A	G	C	
102	N High Duck Trl	Private or Other	YES	WILLOW LAKES PHASE 6A	M	C	
103	N High Duck Trl	Private or Other	YES	WILLOW LAKES PHASE 6B	M	C	
104	Pegonia Ln	Private or Other	YES	WILLOW LAKES PHASE 6B	G	C	
105	Water Willow Way	Private or Other	YES	WILLOW LAKES PHASE 6B	G	C	

ATTACHMENT C
RICHLAND COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION BOND PROCESS

Ordinance Section 26-223. Financial Surety

In lieu of the completion of a subdivision development previous to final plat approval, the county may accept a bond, in an amount and with surety and conditions satisfactory to it, providing for and securing to the county the actual construction and installation of all improvements within a specified time period as expressed in the bond documents. The following types of bonds shall be acceptable to the county, subject to review and approval by the Richland County Legal Department and/or the county engineer.

(a) *Surety bond.* A surety bond issued by a company licensed to do business in the State of South Carolina in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements.

(b) *Escrow funds.* Escrow funds in an account in the name of Richland County in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements. The contract may authorize a reduction of the escrow account upon completion of a portion of the improvements, but at no time shall the escrow account be less than one hundred twenty-five percent (125%) of the remaining improvements.

(c) *Securities.* The developer may pledge securities in the form of negotiable stocks or bonds in favor of the county in an amount at least two (2) times the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements.

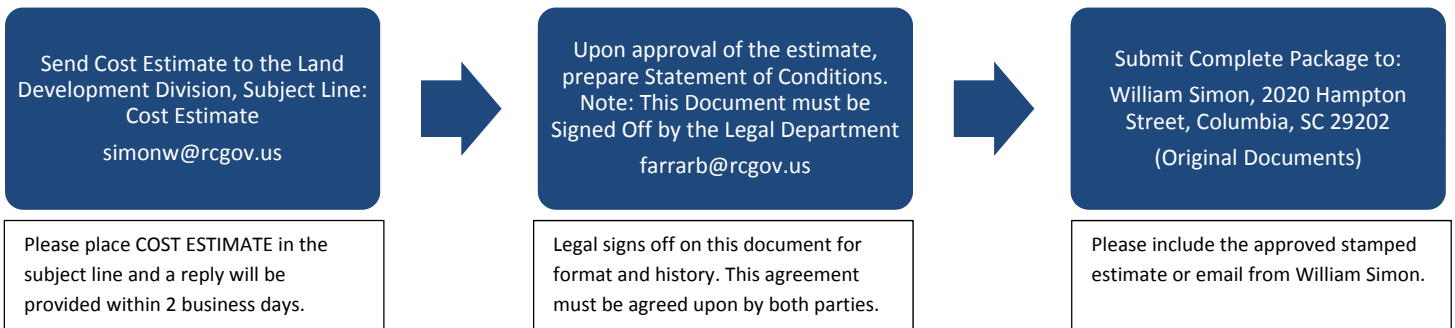
(d) *Omitted*

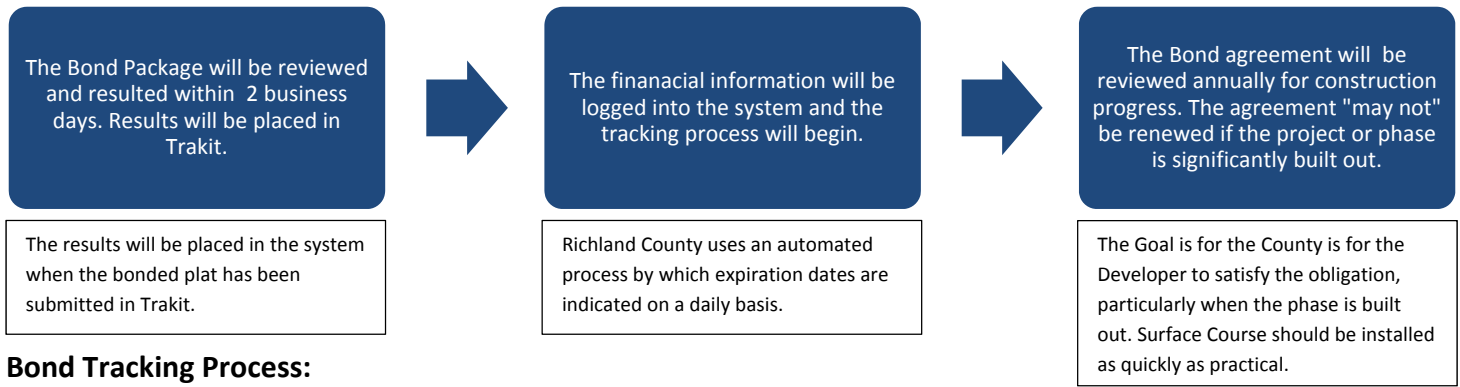
(e) *Letter of credit.* An irrevocable letter of credit issued by a responsible financial institution, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The estimated cost of improvements shall be determined by the county engineer.

Bond Submittal Requirements (Complete Bond Package):

- Engineers Cost Estimate (Prepared by Engineer) Sealed and Signed
- Statement of Conditions (Prepared by Developer or Representative)
- Letter-of-Credit or Bond or Cash Bond (Prepared by Bank or Insurance Company)
- Bonded Plat (Prepared by Surveyor) Sealed and Signed

Bond Submittal Process (The process below is in conjunction with the overall submittal procedures for bonded plats):





Bond Tracking Process:

Bonds are tracked for the benefit of Richland County. The Developer should not reply upon reminders from Richland County to manage the terms of the surety instrument, however, the County will take an active role in the process and establish a relationship with the bank or insurance company.

The County will also require the bank or insurance company to sign a memorandum of understanding as it relates to the agreement between the developer and the County.

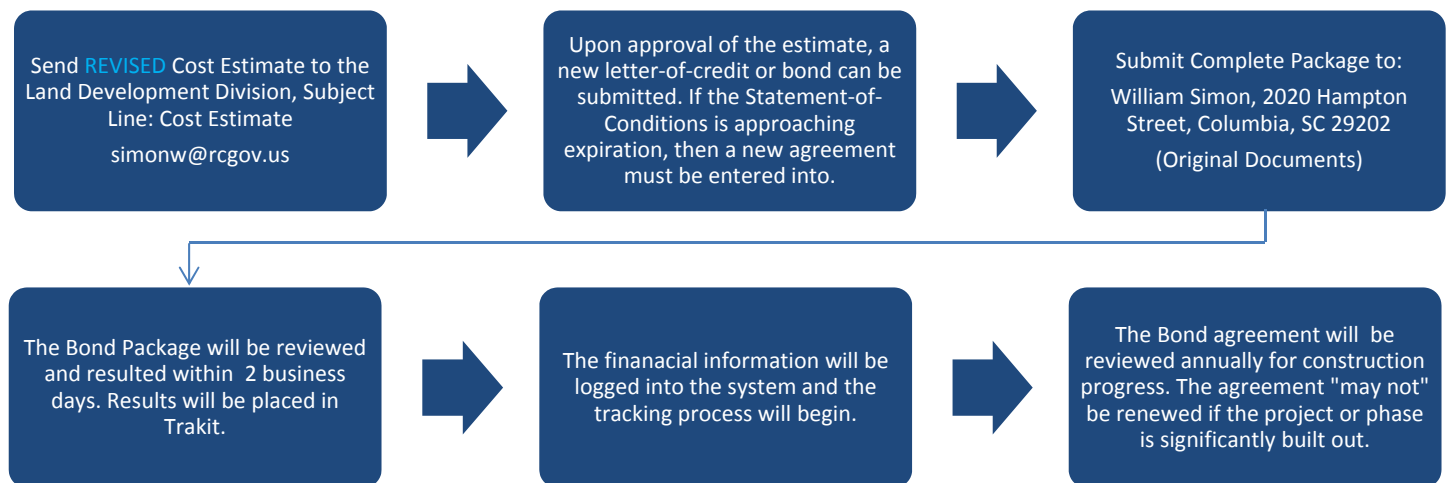
The tracking process includes sending letters, at specified times prior to expiration, to all relevant parties. The following criteria apply:

- 90-Day Letter (Sent to Developer)
- 45-Day Letter (Sent to Developer & Lending Institution) ***CERTIFIED***
- 30-Day Letter (Series of call made to the Developer & Surety Institution)
- 15-Day Letter (Claims Letter Sent to Lending Institution – Developer Cc'd) ***CERTIFIED***

Bond Reductions:

There is no codified language that allows reductions on letters-of-credit or bonds, however, it has been practice that these reductions are allowed. The County reserves the right to modify this practice with support from County Administration and proper notification to the Developing Community.

NOTE: BONDS WILL NO LONGER BE ALLOWED TO BE REDUCED TO MINIMAL AMOUNTS PRIOR TO ACCEPTANCE BY THE COUNTY. (i.e. A \$200,000.00 Bond cannot be reduced to \$7,000.00 the next day after surface course installation; the site is still subject to final inspection which could identify road failures after this installation and up to the day of acceptance by the County; and adequate surety must remain in place until acceptance. **To reduce a bond, the following procedures must be followed:**



Bond Termination: Bonds are terminated upon acceptance by the County or satisfaction of the obligation. Cash Bonds (Certified Checks) are held by the finance Department and refunds must be requested in writing to William Simon after project completion.



Richland County Community Planning & Development

Department

Richland County Public Works Department

Estimate for Construction without Contingency	\$5,807,800.69
Engineering Design and Contingency of 40%	\$2,323,120.28
Total Estimate with Engineering Design and Contingency	\$8,130,920.96

SUBDIVISION ASSESSMENT

Ashwood Hill Subdivision		DISTRICT 1		Total Estimate without Mobilization		Milling Pavment Unit Per S.Y.	
Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		Estimated Subdivision Mobilization		Milling Pavment Unit Per S.Y.	
Quantity	190	Quantity	190	Quantity	27.3125	Quantity	2493
Cost	\$15.00	Cost	\$65.00	Cost	\$105.00	Cost	\$9.00
\$2,850.00		\$12,350.00		\$2,070.00		\$20,137.81	
Sidewalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway	
Quantity	0	Quantity	0	Quantity	0	Quantity	2493
Cost	\$85.00	Cost	\$70.00	Cost	\$1,500.00	Cost	\$9.00
\$0.00		\$0.00		\$0.00		\$22,437.00	
Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		Total Estimate for roadway	
Quantity	0	Quantity	0	Quantity	0	Quantity	2493
Cost	\$15.00	Cost	\$65.00	Cost	\$105.00	Cost	\$9.00
\$0.00		\$0.00		\$25,802.55		\$22,437.00	
Sidewalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway	
Quantity	0	Quantity	0	Quantity	0	Quantity	2493
Cost	\$85.00	Cost	\$70.00	Cost	\$1,500.00	Cost	\$9.00
\$0.00		\$0.00		\$0.00		\$48,239.55	

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
	Unit Per S.Y.	Full Depth	Quantity	Cost	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Cost	
Glen Ord Court	1100	\$15.00	1100	\$65.00	94.875	\$120.00	158.125	\$105.00		\$10.00	
		\$16,500.00		\$71,500.00		\$11,385.00		\$16,603.13		\$0.00	
		Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
		\$0.00		\$0.00		\$0.00		\$0.00			
		Total Estimate for roadway								\$115,988.13	
	Sardis Court	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
			\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75		\$0.00
			Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
0		\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
		\$0.00		\$0.00		\$0.00		\$0.00			
		Total Estimate for roadway								\$105,443.75	

Blythe Creek Subdivision		DISTRICT 2		Total Estimate without Mobilization \$379,114.77	
				Estimated Subdivision Mobilization \$3,000.00	
				Total Estimate for Blythe Creek Subdivision \$382,114.77	
Black Elk Lane	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$0.00	\$0.00	\$13,806.90	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$85.00	\$70.00	\$300.00	\$1,500.00	\$10.00
	0	0	0	1	\$15,306.90
	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00
Black Kettle Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	No Repairs are Needed
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$85.00	\$70.00	\$300.00	\$1,500.00	\$0.00
	0	0	0	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Blythe Creek Drive	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$15.00	\$65.00	\$120.00	\$105.00	\$10.00
	\$0.00	\$0.00	\$63,342.00	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$85.00	\$70.00	\$300.00	\$1,500.00	\$87,562.00
	0	346	0	0	\$0.00
\$0.00	\$24,220.00	\$0.00	\$0.00	\$0.00	
Broken Arrow Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$15.00	\$65.00	\$120.00	\$105.00	\$10.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	\$85.00	\$70.00	\$300.00	\$1,500.00	\$6,510.00
	0	93	0	0	\$0.00
\$0.00	\$6,510.00	\$0.00	\$0.00	\$0.00	

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
Center Creek Court	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00			\$0.00	\$0.00		\$0.00		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.			R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	25	\$70.00	0	\$300.00	0	\$1,500.00		\$1,750.00
	\$0.00			\$1,750.00	\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
\$0.00			\$0.00	\$0.00		\$0.00		\$0.00		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.			R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00		\$3,500.00	
\$0.00			\$3,500.00	\$0.00		\$0.00				
Red Horse Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
	1010	\$15.00	1010	\$65.00	114.10875	\$120.00	145.1875	\$105.00		\$10.00
	\$15,150.00			\$65,650.00	\$13,693.05		\$15,244.69		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.			R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00		\$3,500.00
	\$0.00			\$3,500.00	\$0.00		\$0.00			
	Red Winds Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Cost	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
1091		\$15.00	1010	\$65.00	114.10875	\$120.00	145.1875	\$105.00		\$10.00
\$16,365.00				\$65,650.00	\$13,693.05		\$15,244.69		\$0.00	
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.				R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity		Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
0		\$85.00	130	\$70.00	0	\$300.00	0	\$1,500.00		\$118,837.74
\$0.00				\$9,100.00	\$0.00		\$0.00			
Running Bear Court		Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
	1091	\$15.00	1091	\$65.00	244.17375	\$120.00	156.83125	\$105.00		\$10.00
	\$16,365.00			\$70,915.00	\$29,300.85		\$16,467.28		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.			R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	180	\$70.00	0	\$300.00	0	\$1,500.00		\$145,648.13
	\$0.00			\$12,600.00	\$0.00		\$0.00			

Garden Brooke Phase 1 & 2 Subdivision

DISTRICT 1		Total Estimate without Mobilization \$198,313.96	
Subdivision		Estimated Subdivision Mobilization \$3,000.00	
Total Estimate for Garden Brooke Subdivision \$201,313.96		Milling Pavment Unit Per S.Y. Quantity Cost \$10.00	
Garden Brooke Drive Phase 1	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
	1000 \$15.00	956 \$65.00	143.75 \$105.00
	\$15,000.00	\$62,140.00	\$15,093.75
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair
	Quantity Cost	Quantity Cost	Quantity Cost
	20 \$85.00	155 \$70.00	0 \$1,500.00
	\$1,700.00	\$10,850.00	\$0.00
	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
654 \$15.00	654 \$65.00	94.0125 \$105.00	
\$9,810.00	\$42,510.00	\$9,871.31	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	90 \$70.00	0 \$1,500.00	
\$0.00	\$6,300.00	\$0.00	
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	19 \$70.00	0 \$1,500.00	
\$0.00	\$1,330.00	\$0.00	
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	17 \$70.00	0 \$1,500.00	
\$0.00	\$1,190.00	\$0.00	
Total Estimate for roadways		Total Estimate for roadways	
\$117,533.75		\$75,860.21	
\$117,533.75		\$75,860.21	
Green Ash Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
	654 \$15.00	654 \$65.00	94.0125 \$105.00
	\$9,810.00	\$42,510.00	\$9,871.31
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair
	Quantity Cost	Quantity Cost	Quantity Cost
	0 \$85.00	90 \$70.00	0 \$1,500.00
	\$0.00	\$6,300.00	\$0.00
	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	19 \$70.00	0 \$1,500.00	
\$0.00	\$1,330.00	\$0.00	
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	17 \$70.00	0 \$1,500.00	
\$0.00	\$1,190.00	\$0.00	
Total Estimate for roadways		Total Estimate for roadways	
\$117,533.75		\$75,860.21	
\$117,533.75		\$75,860.21	
Garden Brook Drive Phase 2	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
	0 \$15.00	0 \$65.00	0 \$105.00
	\$0.00	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair
	Quantity Cost	Quantity Cost	Quantity Cost
	0 \$85.00	19 \$70.00	0 \$1,500.00
	\$0.00	\$1,330.00	\$0.00
	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	19 \$70.00	0 \$1,500.00	
\$0.00	\$1,330.00	\$0.00	
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	17 \$70.00	0 \$1,500.00	
\$0.00	\$1,190.00	\$0.00	
Total Estimate for roadways		Total Estimate for roadways	
\$117,533.75		\$75,860.21	
\$117,533.75		\$75,860.21	
Sawyer Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
	0 \$15.00	0 \$65.00	0 \$105.00
	\$0.00	\$0.00	\$0.00
	Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair
	Quantity Cost	Quantity Cost	Quantity Cost
	0 \$85.00	17 \$70.00	0 \$1,500.00
	\$0.00	\$1,190.00	\$0.00
	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage
	Quantity Cost	Quantity Cost	Quantity Cost
0 \$15.00	0 \$65.00	0 \$105.00	
\$0.00	\$0.00	\$0.00	
Sidwalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair	
Quantity Cost	Quantity Cost	Quantity Cost	
0 \$85.00	17 \$70.00	0 \$1,500.00	
\$0.00	\$1,190.00	\$0.00	
Total Estimate for roadways		Total Estimate for roadways	
\$117,533.75		\$75,860.21	
\$117,533.75		\$75,860.21	

	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Greenmont Circle Phase 2	250	\$15.00	250	\$65.00	21.5625	\$120.00	35.9375	\$105.00		\$10.00
		\$3,750.00		\$16,250.00		\$2,587.50		\$3,773.44		\$0.00
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	2	\$300.00	0	\$1,500.00		\$26,960.94
		\$0.00		\$0.00		\$600.00		\$0.00		
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Birchton Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00
		\$0.00		\$0.00		\$0.00		\$0.00		

Hastings Point Phase 1, 2 & 3 Subdivision

		DISTRICT 7											
Garvey Circle	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$873,655.75	
		0	\$15.00		0	\$65.00	0	0			\$10.00	\$3,000.00	
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00			\$0.00	\$876,655.75	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	No Repairs are Needed				
		0	\$85.00		0	\$70.00	0	0				\$0.00	
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		500	\$15.00		500	\$65.00	43.125	71.875				\$10.00	
		\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
	0	\$85.00		105	\$70.00	8	0				\$62,471.88		
	\$0.00		\$7,350.00		\$2,400.00		\$0.00				\$0.00		
Granary Court	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		5000	\$15.00		5000	\$65.00	431.25	718.75				\$10.00	
		\$75,000.00		\$325,000.00		\$51,750.00		\$75,468.75				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
		0	\$85.00		580	\$70.00	0	0				\$567,818.75	
		\$0.00		\$40,600.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		0	\$15.00		0	\$65.00	0	0				\$10.00	
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
	0	\$85.00		2	\$70.00	0	0				\$140.00		
	\$0.00		\$140.00		\$0.00		\$0.00				\$0.00		
Hastings Point Drive Phase 1	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		5000	\$15.00		5000	\$65.00	431.25	718.75				\$10.00	
		\$75,000.00		\$325,000.00		\$51,750.00		\$75,468.75				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
		0	\$85.00		580	\$70.00	0	0				\$567,818.75	
		\$0.00		\$40,600.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		0	\$15.00		0	\$65.00	0	0				\$10.00	
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
	0	\$85.00		2	\$70.00	0	0				\$140.00		
	\$0.00		\$140.00		\$0.00		\$0.00				\$0.00		
Marrob Court Phase 1	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		5000	\$15.00		5000	\$65.00	431.25	718.75				\$10.00	
		\$75,000.00		\$325,000.00		\$51,750.00		\$75,468.75				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
		0	\$85.00		580	\$70.00	0	0				\$567,818.75	
		\$0.00		\$40,600.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	Quantity	Cost	\$10.00	
		0	\$15.00		0	\$65.00	0	0				\$10.00	
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00				\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Storm Structure Unit Per Repair	Total Estimate for roadway				
	0	\$85.00		2	\$70.00	0	0				\$140.00		
	\$0.00		\$140.00		\$0.00		\$0.00				\$0.00		

Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
500	\$15.00		43.125	\$120.00	71.875	\$105.00		\$10.00
\$7,500.00		\$15,600.00		\$5,175.00		\$7,546.88		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	150	\$70.00	3	\$300.00	0	\$1,500.00	\$47,221.88
\$0.00		\$10,500.00		\$900.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
20	\$15.00	20	\$65.00	1.725	\$120.00	2.875	\$105.00	
\$300.00		\$1,300.00		\$207.00		\$301.88		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	125	\$70.00	1	\$300.00	0	\$1,500.00	\$11,158.88
\$0.00		\$8,750.00		\$300.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	120	\$70.00	1	\$300.00	0	\$1,500.00	\$19,244.38
\$0.00		\$8,400.00		\$300.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
0	\$15.00	0	\$65.00	215.625	\$120.00	0	\$105.00	
\$0.00		\$0.00		\$25,875.00		\$0.00		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$25,875.00
\$0.00		\$0.00		\$0.00		\$0.00		

Garvey Circe Phase 2

Tubman Court Phase 2

Hastings Point Drive Phase 2

Boutchet Court Phase 3

Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	\$0.00	991.875	\$120.00	0	\$105.00		\$10.00
\$0.00				\$119,025.00		\$0.00		\$0.00
Sidwalk								
R&R - Unit Per L.F.								
Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
0	\$85.00	0	\$70.00	0	\$1,500.00	0	\$1,500.00	\$119,025.00
\$0.00		\$0.00		\$300.00				
				\$0.00				
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	172.5	\$120.00	0	\$105.00	
\$0.00					\$20,700.00		\$0.00	
Sidwalk								
R&R - Unit Per L.F.								
Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$20,700.00
\$0.00		\$0.00		\$300.00				
				\$0.00				

Garvey Circle Phase 3

McLester Court Phase 3

Rice Creek Ridge Subdivision		DISTRICT 8		Total Estimate without Mobilization		\$379,796.08		
				Estimated Subdivision Mobilization		\$3,000.00		
Rice Creek Farms Road		Total Estimate for Rice Creek Ridge Subdivision		Milling Pavment		\$382,796.08		
Rice Creek Farms Road	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment				
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	1600	\$15.00	138	\$120.00	230	\$105.00		
	\$24,000.00	\$104,000.00	\$16,560.00	\$24,150.00	No Repairs are Needed			
	Sidwalk	Curb & Gutter	Curb Inlet Repair	Storm Structure				
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair				
	Quantity	Quantity	Quantity	Quantity				
	0	\$85.00	0	\$300.00	0	\$1,500.00	\$168,710.00	
\$0.00	\$0.00	\$0.00	\$0.00					
Buttonbush Court	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment				
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	100	\$15.00	8,625	\$120.00	14,375	\$105.00		
	\$1,500.00	\$6,500.00	\$1,035.00	\$1,509.38	Total Estimate for roadway		\$14,044.38	
	Sidwalk	Curb & Gutter	Curb Inlet Repair	Storm Structure				
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair				
	Quantity	Quantity	Quantity	Quantity				
	0	\$85.00	0	\$300.00	0	\$1,500.00		
\$0.00	\$3,500.00	\$0.00	\$0.00					
Sand Iris Court	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment				
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	0	\$15.00	0	\$120.00	0	\$105.00		
	\$0.00	\$0.00	\$0.00	\$0.00	Total Estimate for roadway		\$600.00	
	Sidwalk	Curb & Gutter	Curb Inlet Repair	Storm Structure				
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair				
	Quantity	Quantity	Quantity	Quantity				
	0	\$85.00	2	\$300.00	0	\$1,500.00		
\$0.00	\$0.00	\$600.00	\$0.00					
Rice Meadow Way	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment				
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	1863	\$15.00	160,68375	\$120.00	267,80625	\$105.00		
	\$27,945.00	\$121,095.00	\$19,282.05	\$28,119.66	Total Estimate for roadway		\$196,441.71	
	Sidwalk	Curb & Gutter	Curb Inlet Repair	Storm Structure				
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair				
	Quantity	Quantity	Quantity	Quantity				
	0	\$85.00	0	\$300.00	0	\$1,500.00		
\$0.00	\$0.00	\$0.00	\$0.00					

Rivers Station Subdivision		DISTRICT		7		Total Estimate without Mobilization		\$139,725.00	
		Estimated Subdivision Mobilization						\$3,000.00	
Rivers Station Subdivision		Total Estimate for Rivers Station Subdivision		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
		Unit Per Tonnage		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
		Quantity		Quantity		Quantity		Quantity	
		Cost		Cost		Cost		Cost	
Big Game Loop	Pvmt Removal	0	\$15.00	862.5	\$120.00	0	\$105.00		
	Unit Per S.Y. Full Depth								
	Quantity	0	\$15.00	862.5	\$120.00	0	\$105.00		
	Cost	\$0.00	\$0.00	\$103,500.00	\$0.00	\$0.00	\$0.00		
	Sidwalk								
	R&R - Unit Per L.F.								
	Quantity	0	\$85.00	0	\$300.00	0	\$1,500.00		
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Total Estimate for roadway								\$103,500.00
	Ostrich Circle	Pvmt Removal	0	\$15.00	215.625	\$120.00	0	\$105.00	
Unit Per S.Y. Full Depth									
Quantity		0	\$15.00	215.625	\$120.00	0	\$105.00		
Cost		\$0.00	\$0.00	\$25,875.00	\$0.00	\$0.00	\$0.00		
Sidwalk									
R&R - Unit Per L.F.									
Quantity		0	\$85.00	0	\$300.00	0	\$1,500.00		
Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Estimate for roadway									\$25,875.00
Rivers Station Way		Pvmt Removal	0	\$15.00	86.25	\$120.00	0	\$105.00	
	Unit Per S.Y. Full Depth								
	Quantity	0	\$15.00	86.25	\$120.00	0	\$105.00		
	Cost	\$0.00	\$0.00	\$10,350.00	\$0.00	\$0.00	\$0.00		
	Sidwalk								
	R&R - Unit Per L.F.								
	Quantity	0	\$85.00	0	\$300.00	0	\$1,500.00		
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Total Estimate for roadway								\$10,350.00

Rolling Creek Subdivision		DISTRICT 1		Total Estimate without Mobilization		\$398,955.63		
				Estimated Subdivision Mobilization		\$3,000.00		
		Total Estimate for Rolling Creek Subdivision		\$401,955.63				
Dutchfork Branch Court	Pvmt Removal	8" Graded Agg. Base	1.5" Surface Course	2.5" Interm. Course	Milling Pavment			
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per Tonnage	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	600	600	51.75	86.25	86.25	\$105.00	\$10.00	
	\$9,000.00	\$39,000.00	\$6,210.00	\$9,056.25				
	Sidwalk	Curb & Gutter						
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure					
	Quantity	Quantity	Unit Per Repair					
	0	450	0					
\$0.00	\$31,500.00	\$300.00	\$1,500.00	\$0.00	Total Estimate for roadway			
		5	0	0	\$96,266.25			
Dutchfork Creek Trail	Pvmt Removal	8" Graded Agg. Base	1.5" Surface Course	2.5" Interm. Course	Milling Pavment			
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per Tonnage	Unit Per S.Y.			
	Quantity	Quantity	Quantity	Quantity	Quantity			
	Cost	Cost	Cost	Cost	Cost			
	2500	2500	215.625	359.375	359.375	\$105.00	\$10.00	
	\$37,500.00	\$162,500.00	\$25,875.00	\$37,734.38				
	Sidwalk	Curb & Gutter						
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure					
	Quantity	Quantity	Unit Per Repair					
	0	554	0					
\$0.00	\$38,780.00	\$300.00	\$0.00	\$0.00	Total Estimate for roadway			
		1	0	0	\$302,689.38			

Rolling Creek, The Preserve Subdivision

DISTRICT 1		Total Estimate without Mobilization Estimated Subdivision Mobilization		\$295,702.43
Subdivision		Total Estimate for Rolling Creek, The Preserve Subdivision		\$3,000.00
Subdivision		Total Estimate for Rolling Creek, The Preserve Subdivision		\$298,702.43
Boyd Branch Crossing	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost
	100	100	14.375	\$105.00
	\$1,500.00	\$6,500.00	\$1,035.00	\$1,509.38
	Sidewalk	Curb & Gutter	Storm Structure	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	
	Quantity	Quantity	Quantity	Quantity
	200	400	0	\$1,500.00
\$17,000.00	\$28,000.00	\$0.00	\$55,544.38	
Total Estimate for roadway				
Crims Branch Court	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost
	100	100	14.375	\$105.00
	\$1,500.00	\$6,500.00	\$1,035.00	\$1,509.38
	Sidewalk	Curb & Gutter	Storm Structure	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	
	Quantity	Quantity	Quantity	Quantity
	0	172	0	\$1,500.00
\$0.00	\$12,040.00	\$300.00	\$0.00	
Total Estimate for roadway				\$22,884.38
Crims Creek Way	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost
	100	100	14.375	\$105.00
	\$1,500.00	\$6,500.00	\$1,035.00	\$1,509.38
	Sidewalk	Curb & Gutter	Storm Structure	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	
	Quantity	Quantity	Quantity	Quantity
	75	450	0	\$1,500.00
\$6,375.00	\$31,500.00	\$0.00	\$0.00	
Total Estimate for roadway				\$48,419.38
Dutchmans Creek Trail	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.
	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost
	0	0	0	\$105.00
	\$0.00	\$0.00	\$0.00	\$0.00
	Sidewalk	Curb & Gutter	Storm Structure	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	
	Quantity	Quantity	Quantity	Quantity
	20	20	0	\$1,500.00
\$1,700.00	\$1,400.00	\$0.00	\$0.00	
Total Estimate for roadway				\$3,100.00

North Nichols Creek Point	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	38.64	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$4,636.80		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	160	\$70.00	0	\$300.00	0	\$1,500.00	\$15,836.80	
	\$0.00		\$11,200.00		\$0.00		\$0.00			
Nichols Branch Lane	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	215.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$25,875.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	1000	\$70.00	3	\$300.00	0	\$1,500.00	\$106,284.38	
	\$0.00		\$70,000.00		\$900.00		\$0.00			
South Nichols Creek Point	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	145	\$70.00	1	\$300.00	0	\$1,500.00	\$20,994.38	
	\$0.00		\$10,150.00		\$300.00		\$0.00			
Dutchmans Branch Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	10	\$85.00	10	\$70.00	0	\$300.00	0	\$1,500.00	\$12,094.38	
	\$850.00		\$700.00		\$0.00		\$0.00			

Dutchmans Creek Trail	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
		\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	\$10,544.38	
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$0.00		\$0.00		\$0.00		

Rose Oaks Subdivision		DISTRICT 1		Total Estimate without Mobilization		\$367,115.46	
				Estimated Subdivision Mobilization		\$3,000.00	
Total Estimate for Rose Oaks Subdivision						\$370,115.46	
Amber Ridge Trail	Pvmt Removal	8" Graded Agg. Base	Unit Per S.Y.	1.5" Surface Course	2.5" Interm. Course	Milling Pavment	Unit Per S.Y.
	Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost
	41	41	\$65.00	3.53625	5.89375		\$10.00
	\$615.00	\$2,665.00		\$424.35	\$618.84		
	Sidewalk	Curb & Gutter			Storm Structure		
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per C.Y.	Unit Per Repair	Unit Per Repair	Cost
	Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost
	51	239	\$70.00	0	0	1	\$1,500.00
	\$4,335.00	\$16,730.00	\$0.00	\$0.00	\$1,500.00		
	Pvmt Removal	8" Graded Agg. Base	Unit Per S.Y.	1.5" Surface Course	2.5" Interm. Course	Milling Pavment	Unit Per S.Y.
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
200	169	\$65.00	17.25	28.75		\$10.00	
\$3,000.00	\$10,985.00	\$2,070.00	\$2,070.00	\$3,018.75			
Sidewalk	Curb & Gutter			Storm Structure			
R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per C.Y.	Unit Per Repair	Unit Per Repair	Cost	
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
50	1000	\$70.00	0	0	1	\$1,500.00	
\$4,250.00	\$70,000.00	\$0.00	\$0.00	\$1,500.00			
Pvmt Removal	8" Graded Agg. Base	Unit Per S.Y.	1.5" Surface Course	2.5" Interm. Course	Milling Pavment	Unit Per S.Y.	
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
100	100	\$65.00	8.625	14.375		\$10.00	
\$1,500.00	\$6,500.00	\$1,035.00	\$1,035.00	\$1,509.38			
Sidewalk	Curb & Gutter			Storm Structure			
R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per C.Y.	Unit Per Repair	Unit Per Repair	Cost	
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
25	196	\$70.00	0	0	1	\$1,500.00	
\$2,125.00	\$13,720.00	\$0.00	\$0.00	\$1,500.00			
Pvmt Removal	8" Graded Agg. Base	Unit Per S.Y.	1.5" Surface Course	2.5" Interm. Course	Milling Pavment	Unit Per S.Y.	
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
5	5	\$65.00	0.43125	0.71875		\$10.00	
\$75.00	\$325.00	\$51.75	\$51.75	\$75.47			
Sidewalk	Curb & Gutter			Storm Structure			
R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per C.Y.	Unit Per Repair	Unit Per Repair	Cost	
Quantity	Quantity	Cost	Quantity	Quantity	Quantity	Cost	
50	250	\$70.00	0	0	0	\$1,500.00	
\$4,250.00	\$17,500.00	\$0.00	\$0.00	\$0.00			
Total Estimate for roadway						\$26,888.19	
Total Estimate for roadway						\$94,823.75	
Total Estimate for roadway						\$27,889.38	
Total Estimate for roadway						\$22,277.22	

Antique Rose Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	700	\$15.00	700	\$65.00	60.375	\$120.00	100.625	\$105.00		\$10.00
	\$10,500.00		\$45,500.00		\$7,245.00		\$10,565.63		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	10	\$85.00	20	\$70.00	0	\$300.00	0	\$1,500.00		
	\$850.00		\$1,400.00		\$0.00		\$0.00		\$76,060.63	
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00	
\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost			
20	\$85.00	100	\$70.00	1	\$300.00	1	\$1,500.00			
\$1,700.00		\$7,000.00		\$300.00		\$1,500.00		\$31,588.75		
English Legend Drive	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	48	\$15.00	48	\$65.00	4.14	\$120.00	6.9	\$105.00		\$10.00
	\$720.00		\$3,120.00		\$496.80		\$724.50		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	20	\$85.00	100	\$70.00	1	\$300.00	1	\$1,500.00		
	\$1,700.00		\$7,000.00		\$300.00		\$1,500.00		\$13,761.30	
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost			
12	\$85.00	70	\$70.00	1	\$300.00	0	\$1,500.00			
\$1,020.00		\$4,900.00		\$300.00		\$0.00		\$16,764.38		
Rainbows End Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	48	\$15.00	48	\$65.00	4.14	\$120.00	6.9	\$105.00		\$10.00
	\$720.00		\$3,120.00		\$496.80		\$724.50		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	20	\$85.00	100	\$70.00	1	\$300.00	1	\$1,500.00		
	\$1,700.00		\$7,000.00		\$300.00		\$1,500.00		\$13,761.30	
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost			
12	\$85.00	70	\$70.00	1	\$300.00	0	\$1,500.00			
\$1,020.00		\$4,900.00		\$300.00		\$0.00		\$16,764.38		
Coral Rose Drive	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	48	\$15.00	48	\$65.00	4.14	\$120.00	6.9	\$105.00		\$10.00
	\$720.00		\$3,120.00		\$496.80		\$724.50		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	20	\$85.00	100	\$70.00	1	\$300.00	1	\$1,500.00		
	\$1,700.00		\$7,000.00		\$300.00		\$1,500.00		\$13,761.30	
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Quantity	Cost	Quantity	Cost			
12	\$85.00	70	\$70.00	1	\$300.00	0	\$1,500.00			
\$1,020.00		\$4,900.00		\$300.00		\$0.00		\$16,764.38		

Compass Rose Way	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Unit Per S.Y.	Cost	Unit Per Tonnage	Cost	Unit Per Tonnage	Cost	Unit Per S.Y.	Cost
	500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00		\$10.00
		\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88		
	Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	62	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$4,340.00		\$0.00		\$0.00	\$57,061.88	

The Courtyards At Salem Place Subdivision

		DISTRICT 8		Total Estimate without Mobilization \$127,515.00	
				Estimated Subdivision Mobilization \$3,000.00	
				Total Estimate for roadways \$130,515.00	
Placid Drive	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	0	0	172.5	0	\$105.00
	\$0.00	\$0.00	\$20,700.00	\$0.00	\$10.00
	Sidewalk	Curb & Gutter	Storm Structure	Total Estimate for roadways	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	\$48,770.00	
	Quantity	Quantity	Quantity		
	0	401	0		
	\$85.00	\$70.00	\$1,500.00		
\$0.00	\$28,070.00	\$0.00			
Tranquil Trail	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	0	0	172.5	0	\$105.00
	\$0.00	\$0.00	\$20,700.00	\$0.00	\$10.00
	Sidewalk	Curb & Gutter	Storm Structure	Total Estimate for roadways	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	\$55,560.00	
	Quantity	Quantity	Quantity		
	0	498	0		
	\$85.00	\$70.00	\$1,500.00		
\$0.00	\$34,860.00	\$0.00			
Placid Drive	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	0	0	120.00	0	\$105.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
	Sidewalk	Curb & Gutter	Storm Structure	Total Estimate for roadways	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	\$13,720.00	
	Quantity	Quantity	Quantity		
	0	196	0		
	\$85.00	\$70.00	\$1,500.00		
\$0.00	\$13,720.00	\$0.00			
Serene Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity
	Cost	Cost	Cost	Cost	Cost
	0	0	120.00	0	\$105.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
	Sidewalk	Curb & Gutter	Storm Structure	Total Estimate for roadways	
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per Repair	\$9,465.00	
	Quantity	Quantity	Quantity		
	15	117	0		
	\$85.00	\$70.00	\$1,500.00		
\$1,275.00	\$8,190.00	\$0.00			

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y.	Full Depth	Quantity	Unit Per S.Y.	Quantity	Unit Per Tonnage	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
Ringbelle Row	200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00
		\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$21,088.75
		\$0.00		\$0.00		\$0.00		\$0.00		
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
		\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00		\$108,943.75	
	\$0.00		\$3,500.00		\$0.00		\$0.00			
Stonebury Circle	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00		\$900.00
		\$0.00		\$0.00		\$900.00		\$0.00		
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00		\$900.00	
	\$0.00		\$0.00		\$900.00		\$0.00			
Unnamed Street	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00		\$900.00
		\$0.00		\$0.00		\$900.00		\$0.00		
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00		\$900.00	
	\$0.00		\$0.00		\$900.00		\$0.00			

Willow Lake Subdivision

DISTRICT
7

		Total Estimate without Mobilization		\$1,232,417.98		
		Estimated Subdivision Mobilization		\$3,000.00		
		Total Estimate for Willow Lake Subdivision		\$1,235,417.98		
Knot Court	Pvmt Removal		1.5" Surface Course		2.5" Interm. Course	
	Unit Per S.Y. Full Depth		Unit Per Tonnage		Unit Per Tonnage	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1500	\$15.00	129.375	\$120.00	215.625	\$105.00
	\$22,500.00		\$15,525.00		\$22,640.63	
	Sidewalk		Curb Inlet Repair		Storm Structure	
	R&R - Unit Per L.F.		Unit Per C.Y.		Unit Per Repair	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$300.00	0	\$1,500.00
	\$0.00		\$0.00		\$0.00	
Pine Loop Court	Pvmt Removal		1.5" Surface Course		2.5" Interm. Course	
	Unit Per S.Y. Full Depth		Unit Per Tonnage		Unit Per Tonnage	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1200	\$15.00	103.5	\$120.00	172.5	\$105.00
	\$18,000.00		\$12,420.00		\$18,112.50	
	Sidewalk		Curb Inlet Repair		Storm Structure	
	R&R - Unit Per L.F.		Unit Per C.Y.		Unit Per Repair	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$300.00	0	\$1,500.00
	\$0.00		\$0.00		\$0.00	
North High Duck Trail	Pvmt Removal		1.5" Surface Course		2.5" Interm. Course	
	Unit Per S.Y. Full Depth		Unit Per Tonnage		Unit Per Tonnage	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	150	\$15.00	12.9375	\$120.00	21.5625	\$105.00
	\$2,250.00		\$1,552.50		\$2,264.06	
	Sidewalk		Curb Inlet Repair		Storm Structure	
	R&R - Unit Per L.F.		Unit Per C.Y.		Unit Per Repair	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$300.00	0	\$1,500.00
	\$0.00		\$0.00		\$0.00	
Oak Lake Court	Pvmt Removal		1.5" Surface Course		2.5" Interm. Course	
	Unit Per S.Y. Full Depth		Unit Per Tonnage		Unit Per Tonnage	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1000	\$15.00	86.25	\$120.00	143.75	\$105.00
	\$15,000.00		\$10,350.00		\$15,093.75	
	Sidewalk		Curb Inlet Repair		Storm Structure	
	R&R - Unit Per L.F.		Unit Per C.Y.		Unit Per Repair	
	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$300.00	0	\$1,500.00
	\$0.00		\$0.00		\$0.00	
		Total Estimate for roadway		\$158,165.63		
		Milling Pavment		Unit Per S.Y.		
		Quantity		Cost		
				\$10.00		
		Total Estimate for roadway		\$126,532.50		
		Milling Pavment		Unit Per S.Y.		
		Quantity		Cost		
				\$10.00		
		Total Estimate for roadway		\$15,816.56		
		Milling Pavment		Unit Per S.Y.		
		Quantity		Cost		
				\$10.00		
		Total Estimate for roadway		\$105,443.75		
		Milling Pavment		Unit Per S.Y.		
		Quantity		Cost		
				\$10.00		

Old Hickory Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
	\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	20	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$1,400.00		\$0.00		\$0.00		\$106,843.75	
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
1500	\$15.00	1500	\$65.00	129.375	\$120.00	215.625	\$105.00		\$10.00	
\$22,500.00		\$97,500.00		\$15,525.00		\$22,640.63				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$158,165.63		
\$0.00		\$0.00		\$0.00		\$0.00				
Sand Oak Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Canvasback Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
5	\$15.00	5	\$65.00	0.43125	\$120.00	0.71875	\$105.00		\$10.00	
\$75.00		\$325.00		\$51.75		\$75.47				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	1	\$300.00	0	\$1,500.00	\$827.22		
\$0.00		\$0.00		\$300.00		\$0.00				
Gadwell Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	5	\$15.00	5	\$65.00	0.43125	\$120.00	0.71875	\$105.00		\$10.00
	\$75.00		\$325.00		\$51.75		\$75.47			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	1	\$300.00	0	\$1,500.00	\$827.22	
	\$0.00		\$0.00		\$300.00		\$0.00			

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Cost	Quantity	Unit Per Tonnage	Quantity	Unit Per S.Y.
Ring Neck Duck Court	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00	Quantity	Cost
	\$0.00		\$0.00		\$0.00		\$0.00			
Ruddy Duck Court	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	1200	\$15.00	1200	\$65.00	103.5	\$120.00	172.5	\$105.00	Quantity	Cost
	\$18,000.00		\$78,000.00		\$12,420.00		\$18,112.50			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
0	\$85.00	26	\$70.00	1	\$300.00	1	\$1,500.00	\$130,152.50		
\$0.00		\$1,820.00		\$300.00		\$1,500.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00	Quantity	Cost	
\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
0	\$85.00	0	\$70.00	0	\$300.00	1	\$1,500.00	\$54,221.88		
\$0.00		\$0.00		\$0.00		\$1,500.00				

Willow Glen Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	50	\$15.00	50	\$65.00	4.3125	\$120.00	7.1875	\$105.00		\$10.00
	\$750.00		\$3,250.00		\$517.50		\$754.69			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	24	\$70.00	0	\$300.00	0	\$1,500.00	\$6,952.19	
	\$0.00		\$1,680.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00	
\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	10	\$70.00	1	\$300.00	1	\$1,500.00	\$23,588.75		
\$0.00		\$700.00		\$300.00		\$1,500.00				
Weeping Willow Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00		
\$0.00		\$0.00		\$0.00		\$0.00				
Alpina Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00		
\$0.00		\$0.00		\$0.00		\$0.00				
Buttercup Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00		
\$0.00		\$0.00		\$0.00		\$0.00				

	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
North High Duck Trail	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$4,200.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	60	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$4,200.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$4,200.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	60	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$4,200.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$12,030.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	159	\$70.00	3	\$300.00	0	\$1,500.00			
\$0.00		\$11,130.00		\$900.00		\$0.00				

Richland County Council Request for Action

Subject:

Water Feasibility Study

Notes:

October 23, 2018 – The committee recommended Council consider the recommendations outlined in the PowerPoint presentation by Mr. Khan.



Development & Services Committee Meeting Briefing Document

Agenda Item

Water Feasibility Study

I. Southeast Area

A. Background

The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Planning and Management with Engineering assistance from Joel Wood & Associates prepared "Richland County Master Plan" (2002 Plan) dated October of 2002 and that "Plan" was followed in the development of the Hopkins Community Water System. In 2016 AECOM prepared "Water and Sewer Master Plan for Richland County Utilities (2016 Plan). These two "Plans" are adopted by reference and will be implemented into the preparation of a Feasibility Report for a water system to serve the southeastern portion of Richland County. The water system proposed will meet the current and long-range needs for water service in the southeastern section of Richland County. The planning area for the southeastern portion of Richland County is as shown on the attached map (*Figure 1*). The proposed water system will be planned for a thirty (30) year growth period with materials selected for a forty (40) year useful life cycle.

At this time, there are three public or private water service providers in the planning area. These service providers are as shown on Figure 2 contained herein. The City of Columbia provides water service to users surrounding the planning area and is a potential source of water supply for the southeast portion of the County. This option will be explored in Section V of this Report. Richland County Utilities (RCU), a Department of Richland County, owns, operates and maintains two systems in the planning area. The Pond Drive system serves approximately 27 customers on a small distribution system, well and 7,500 gallon hydro pneumatic water storage tank. The Hopkins Community Water System serves approximately 562 customers on a distribution system consisting of 2"-12" water distribution lines, a 300,000 gallon elevated water storage tank and four wells with an aggregate yield of approximately 790 gallons per minute (GPM). The Town of Eastover owns and operates a groundwater well system that includes two wells, two treatment plants (to provide pH adjustment and chlorine for disinfection) and a 250,000 gallon elevated water storage tank. (ref. 2016 Plan)

The southeast planning area has great potential for growth but there are no private or existing public utilities other than Richland County that will undertake the task of providing the much-needed water system. Richland County realizes the need and is willing to undertake the task of providing a safe and dependable water supply for this portion of the County. This project was initiated by a concern, on the part of the Richland County Council, that: 1) growth within the County be orderly; 2) adequate water service be provided to prevent a proliferation of small water systems; 3) the number of single home systems be reduced and, more specifically a safe and dependable water supply be provided for an area that has not received sufficient assistance in the past, and 4) the potential health hazard resulting from the contamination found in shallow private wells that serve many of the residents of the area.

The overall objective of the project is to provide the most cost-effective method to provide water service to a low to moderate, income community that has a great need for a safe and dependable water supply.

B. Issues

The primary issue is to find the best long term approach for the System to provide reliable water service to this portion of the County moving forward. Initially, there will not be enough customers to pay for the Operation and Maintenance (O&M) cost and debt service.

There are three (3) possible long term solutions:

1. **No Action**: This alternative maintains the status quo and is not recommended..
2. **Bulk Purchase Water from City of Columbia at Outside City Rates**: Under this second alternative arrangement, Richland County will have to enter into IGA wherein City of Columbia will commit to sell bulk water to Richland County which will then be distributed to the customers in the project area. The County began discussions with the City to determine if an agreement could be reached whereby the City would provide water service to the Phase I project area. RCU and its consultant met with the City of Columbia on several occasions to explore the possibilities of RCU purchasing water from the City at bulk rates. The typical annual cost for water from the City for bulk water purchase would be approximately \$183,000.00 per year which would have a major negative impact on the O&M Budget when compared with the third alternative. The proposed pre-design project cost would be approximately \$8,740,000.00. There are approximately 265 users in the project area and with an initial project sign up rate of 40% you could expect that 106 users would be added to the 589 existing customers on the Hopkins and Pond Drive systems. The enlarged system would require the addition of one employee to assist with operation and maintenance.
3. **Expansion of the Existing Hopkins Water System**: The third alternative considered was to maximize the use of existing resources within the existing Hopkins Community Water System to provide a safe dependable water system at the lowest possible cost. This alternative will utilize the existing deep well systems at Hopkins Elementary School, Hopkins Middle School, and the Gadsden Elementary School. These wells are currently owned and operated by RCU and meet all public drinking water standards. Even in an instance when largest existing well is temporarily taken out of service, the existing well capacity still exceeds the required water source load (required well capacity). The existing wells are being chlorinated. The proposed water distribution system will consist of approximately 78,230 linear feet of water lines. The proposed water distribution lines will connect the existing elevated water storage tank to existing deep wells currently owned and operated by the RCU. The proposed pre-design project cost is \$8,529,000. The increased O&M cost would be due to the additional electricity required to pump the additional water sold and the cost of additional chemicals added to the water, which should be less than \$10,000 per year. There are approximately 265 users in the project area and with an initial project sign up at a rate of 40% one could expect that 106 users would be added to the 589 existing customers on the Hopkins and Pond Drive systems. The enlarged system would require the addition of one employee to assist with operation and maintenance. As the customer base grows to approximately 2,500 residential equivalents, RCU should consider constructing a water purification plan on the Wateree River.

C. Fiscal Impact

Bulk Purchase Water from City of Columbia at Outside City Rates: Purchasing the water at a bulk rate will require increase in the rates charged to customers to cover the purchase of the water and debt service unless grant funds can be secured to cover the project cost. The O&M budget for this alternative will include approximately \$183,000 for water purchase and the increased cost to operate the expanded system for the first full year of operation, which would be approximately \$678,542. This does not include any funds for additional debt service. This alternative has an O&M cost of approximately \$179,512 more than Alternative Three (Expansion of the existing Hopkins Water system).

Expansion of the Existing Hopkins System: This expansion, will require an increase in the rates charged to customers to cover the purchase of the water and debt service unless a grant fund can be secured to cover the project cost. The O&M budget for this alternative would include approximately \$10,000 additional funds needed for electricity and chemicals to provide water for the additional customers. The estimated increased cost to operate the expanded system for the first full year of operation would be approximately \$499,030 and this does not include any funds for additional debt service. This alternative has an O&M cost of approximately \$179,512 less than the bulk purchase alternative.

D. Past Legislative Actions

None.

E. Alternatives

1. Consider the information presented and take no action. This would maintain the status quo, which is not recommended.
2. Enter into IGA wherein City of Columbia will commit to sell bulk water to Richland County which then will construct a new distribution system to distribute water to the customers in the project area.
3. Improve the existing Hopkins System and construct a new distribution system to distribute water to the customers in the project area. **(Best Alternative)**

F. Staff Recommendation

Summary of Alternatives Considered			
	Alternate # 1	Alternate # 2	Alternate # 3
Project Cost	N/A	\$8,740,000	\$8,529,000
Customers Served	0	695	695
Potential Customers	0	1,094	1,094
Operation Cost (Yearly)	N/A	\$678,542	\$499,030
Grant Funds Needed	N/A	\$8,740,000 (100%)	\$8,529,000 (100%)

In light of the presentation given by the consultant and the feasibility report provided, staff concurs and recommends the adoption of the conclusion made by the consultant as noted below:

The Southeast Planning area has: 1) a safe and dependable water supply that can be expanded at a reasonable cost; 2) adequate elevated water storage; and 3) a strong customer base. These reasons make expansion of the existing system feasible under certain conditions. These conditions are listed below:

- Development and implementation of an ordinance that will define the County’s service area and that will restrict other service providers from entering the County’s service area. Without a defined County service area, other water providers could expand into the existing water system’s growth areas and limit expansion of its revenue stream.
- Development of a program to promote the water system and to actively seek new customers in the project area. After a three to six-month sign-up period, develop cost estimates for the required expansion to serve those desiring service and actively seek grants and loans to fund the expansion of the system.
- Consultation with the County’s Economic Development staff to see if there are areas where water lines could be installed that would promote economic growth in the area and seek grant funding for those lines.
- Review the “Rate Study” currently being conducted by RCU and adopt the necessary changes to the rates to cover the operating cost and debt retirement for current loans and for future loans required to expand the system. Rate adjustments should be based on existing and new customers on the expanded system at the current average water usage.
- As expansion projects are determined, prepare Preliminary Engineering Reports and Environmental Assessments for each project required to get funding approval then prepare construction plans and specifications and obtain construction permits for the project.

II. North - Northwest Area

A. Background

The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Panning and Management with Engineering assistance from Joel Wood & Associates prepared “Richland County Master Plan” (2002 Plan) dated October of 2002. In 2016 AECOM prepared “Water and Sewer Master Plan for Richland County Utilities (2016 Plan). These two “Plans” are adopted by reference and will be implemented into the preparation of a Feasibility Report for a water system to serve the north and northwest portions of Richland County. The water system proposed will meet the current and long-range needs for water service in the north-northwest sections of Richland County. The planning area for the north-northwest portions of Richland County is as shown on the attached map (*Figure 1*). The proposed water system will be planned for a thirty (30) year growth period with materials selected for a forty (40) year useful life cycle.

At this time, there are five public or private water service providers in the planning area. These service providers are as shown of Figure 2 contained herein. The City of Columbia, the Town of Winnsboro and Newberry County Water and Sewer Authority (NCWSA) provide water service to users surrounding the planning area and are a potential source of water supply for the north and northwest portions of the County. Carolina Water Services and Ni America provide water to customers in the area but are not a potential source for water supply in the north and northwest portions of the County. RCU, a Department of Richland County, owns, operates and maintains the Murray Point Water System in the northwest planning area. The Murray Point water system serves approximately 20 customers with an existing well, a 7,000-gallon hydro pneumatics water storage tank and approximately 3,100 linear feet of 6” water distribution line. The Murray Point Water System does not have the capacity to serve the proposed project area but RCU could build a new water purification plant on the Broad River to serve the north and

northwest sections of the project area. Another option for water supply is to purchase water from the City of Columbia at bulk rates, purchase water at bulk rates from Newberry County Water and Sewer Authority, or purchase water from the Town of Winnsboro. The County does not have an existing water system in the north planning area.

The north and northwest planning areas have great potential but there are no private or existing public utilities that RCU is aware of that have plans for the task of expanding into these areas. Richland County realizes the need and is exploring the task of providing a safe and dependable water supply for this portion of the County. This project was initiated by an action of Richland County Council to explore the feasibility of developing a water system, that: 1) promotes orderly growth within the County; 2) adequate water service be provided to prevent a proliferation of small water systems; 3) the number of single home systems be reduced and, more specifically a safe and dependable water supply be provided for the planning area, and 4) will provide potential to serve proposed industrial areas in the north-northwest planning area.

The overall objective of the project is to provide the most cost-effective method to provide water service to the planning area that would benefit from a safe and dependable water supply and to provide water to existing and potential industrial users.

B. Issues

The primary issue is to find the best long term approach for RCU to provide reliable water service to this portion of the County moving forward. Initially, there will not be enough customers to pay for the Operation and Maintenance (O&M) cost and debt service.

There are four (4) possible long term solutions:

- 1. Bulk Purchase Water from City of Columbia at Outside City Rates:** Under this alternative arrangement, Richland County will have to enter into IGA wherein City of Columbia will commit to sell bulk water to Richland County which will then be distributed to the customers in the project area. The County began discussions with the City to see if an agreement could be reached whereby the City would provide water service to the project area. RCU and its consultant met with the City of Columbia on several occasions to explore the possibilities of RCU purchasing water from the City at bulk rates. The typical annual cost for water from the City for bulk water purchase would be approximately \$193,324.00 per year. The proposed pre-design project cost would be approximately \$38,059.00 for the construction of the distribution system and two elevated storage tanks. RCU has 20 existing customers on the Murray Point system. There are approximately 31,478 potential customers (users) in the project area and with an initial project sign up rate of 5% for the north area and 2% for the northwest area you could expect that 720 users would be added to the 20 existing customers on the Murray Point system. The enlarged system would require the addition of one employee to assist with operation and maintenance when the system is fully operational.
- 2. Bulk Purchase Water from Newberry County Water and Sewer Authority (NCWSA):** Under this alternative arrangement, Richland County would enter into IGA wherein NCWSA will commit to sell bulk water to Richland County which will then be distributed to the customers in the project area. The County began discussions with NCWSA to see if an agreement could be reached whereby NCWSA would provide water service to the project area. RCU and its consultant met with NCSWA on several occasions to explore the possibilities of RCU purchasing water from the

City at bulk rates. NCWSA indicated that a new larger water line would have to be constructed to provide adequate water to Richland County. NCWSA estimates the cost of the new water supply line would be approximately \$5,864,000.00 at the expense of Richland County. NCWSA would also require RCU to pay a "Capacity Fee" of \$726.00 per residential equivalent which would total \$2,420,000 for the projected number of users. The typical annual cost for water from NCWSA for bulk water purchase would be approximately \$160,450 per year. The proposed pre-design project cost would be approximately \$46,343,000 for the construction of the distribution system and two elevated storage tanks. This total includes the cost of the water main upgrades required to supply the water along with the "Capacity Charge" from NCWSA. RCU has 20 existing customers on the Murray Point system. There are approximately 31,478 potential customers (users) in the project area and with an initial project sign up rate of 5% for the north area and 2% for the northwest area you could expect that 720 users would be added to the 20 existing customers on the Murray Point system. The enlarged system would require the addition of one employee to assist with operation and maintenance when the system is fully operational.

3. **Construct a New Water Purification Plant for Water Supply:** This alternative involves RCU constructing a new water purification plant on the Broad River that could provide water for the north and northwest planning areas. The initial plant would be constructed to produce two million gallons per day with options to expand up to eight million gallons per day in the future as demand increases. The proposed pre-design project cost would be approximately \$48,237,000 for the construction of the distribution system, two elevated storage tanks and the new water purification plant. RCU has 20 existing customers on the Murray Point system. There are approximately 31,478 potential customers (users) in the project area and with an initial project sign up rate of 5% for the north area and 2% for the northwest area you could expect that 720 users would be added to the 20 existing customers on the Murray Point system. The enlarged system would require the addition of four employees to assist with operation and maintenance when the system is fully operational.
4. **Developer Driven Option:** This alternative is a developer driven option wherein the County adopts and strictly enforces an ordinance defining the north and northwest project areas as the County's service area. The ordinance would require all utility infrastructure constructed in the service area be deeded to RCU. RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates. The County, as part of the ordinance, could release a project to another utility but should require a fee be paid by the entity requesting the release. Any fees collected from the entity should be committed to a project development fund that can be used for future system expansion. RCU would develop bulk purchase agreements with the City of Columbia and/or the Newberry County Water and Sewer Authority (NCWSA) for water to serve the customers. A "Rate Study" would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or NCWSA. This option would not require an initial capital outlay by the County and the O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows. As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt service should be covered by the existing customer base. Also, as the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Broad River that could serve the north-northwest project areas. The cost of a two million gallon per day water purification plant is approximately \$10,200,000.

C. Fiscal Impact

Bulk Purchase Water from City of Columbia at Outside City Rates: Purchasing the water at a bulk rate will require increase in the rates charged to customers to cover the purchase of the water and debt service unless grant funds can be secured to cover the project cost. The O&M budget for this alternative will include approximately \$193,324 for water purchase and the increased cost to operate the expanded system for the first full year of operation will be \$453,462. This does not include any funds for additional debt service to cover the capital cost of the distribution system.

Bulk Purchase Water from Newberry County Water and Sewer Authority (NCWSA): Purchasing the water at a bulk rate will require increase in the rates charged to customers to cover the purchase of the water and debt service unless grant funds can be secured to cover the project cost. The O&M budget for this alternative will include approximately \$160,450 for water purchase and the increased cost to operate the expanded system for the first full year of operation will be \$420,588. This does not include any funds for additional debt service to cover the capital cost of the distribution system and NCWSA line upgrades and capacity charge.

Construct a New Water Purification Plant for Water Supply: Purchasing the water at a bulk rate will require increase in the rates charged to customers to cover the purchase of the water and debt service unless grant funds can be secured to cover the project cost. The O&M budget for this alternative to operate the expanded system for the first full year of operation will be \$522,672. This does not include any funds for additional debt service to cover the capital cost of the distribution system and water purification plant.

Developer Driven Option: The developer driven option will not require an initial capital outlay by the County and the O&M budget of RCU would not be negatively impacted. The O&M budget will be adjusted as the customer base grows with the additional customers helping to offset any increase in the O&M cost required.

D. Past Legislative Actions

None.

E. Alternatives

1. Consider the information presented and take no action. This would maintain the status quo, which is not recommended.
2. Enter into IGA wherein City of Columbia will commit to sell bulk water to Richland County which then will construct a new distribution system to distribute water to the customers in the project area.
3. Enter into IGA wherein Newberry County Water & Sewer Authority (NCWSA) will commit to sell bulk water to Richland County which then will construct a new distribution system to distribute water to the customers in the project area.
4. Richland County Utilities will construct a new water purification plant and distribution system to distribute water to the customers in the project area.

5. Richland County will adopt and strictly enforce an ordinance defining the north and northwest project areas as the County’s service area. The ordinance would require all utility infrastructure constructed by developers in the service area be deeded to RCU. RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates. The County, as part of the Ordinance, could release a project to another utility but should require a fee be paid by the entity requesting the release. Any fees collected should be committed to a project development fund that can be used for future system expansion. RCU would develop bulk purchase agreements with the City of Columbia and/or the Newberry County Water and Sewer Authority (NCWSA) for water to serve the customers. **(Best Alternative)**

Summary of Alternatives Considered					
	Alt. # 1	Alt. # 2	Alt. # 3	Alt. # 4	Alt. # 5
Project Cost	N/A	\$38,059,000	\$46,343,000	\$48,237,000	\$0
Customers Served	0	740	740	740	T.B.D.
Potential Customers	0	31,478	31,478	31,478	T.B.D.
Operation Cost (Yearly)	N/A	\$453,462	\$420,588	\$522,672	No Change
Grant Funds Needed	N/A	\$38,059,000 (100%)	\$46,343,000 (100%)	\$48,237,000 (100%)	\$0

F. Staff Recommendation

In light of the presentation given by the consultant and the feasibility report provided, staff concurs and recommends the adoption of the conclusion made by the consultant as noted below:

The North - Northwest Planning areas do not have an economical water supply source and the cost of entry is high without a strong customer base. Unfortunately, only potential near future option is to buy bulk water from City of Columbia. City of Columbia’s current rate structure for bulk is as high as outside City customer, which makes it economically not feasible. Without an economical water supply and customer base it is not feasible to create a water system to serve the North- Northwest Planning area at this time. However, if the County wishes to develop a water system in the North – Northwest planning areas the expansion is feasible under certain conditions. These conditions are listed below:

- Develop and implement an ordinance that will define the County’s service area and that will restrict other service providers from entering the County’s service area. Without a defined County service area, other water providers could expand into the potential water system’s growth areas and limit future expansion of its revenue stream.
- The ordinance would require all utility infrastructure constructed in the service area be deeded to RCU. RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates.



- The County, as part of the Ordinance, could release a project to another utility but should require a fee be paid by the entity requesting the release. Any fees collected should be committed to a project development fund that can be used for future system expansion.
- RCU would develop bulk purchase agreements with the City of Columbia and/or the Newberry County Water and Sewer Authority (NCWSA) for water to serve the customers. The bulk purchase would have to be negotiated to an affordable level equal or similar to “inside city rates”.
- RCU has delegated plan review and all water projects constructed in the planning area would have to be reviewed and approved by RCU prior to construction.
- A “Rate Study” would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or NCWSA. There will not be any required initial capital outlay by the County for any new expansions and the O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows.
- As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt retirement should be covered by the existing customer base.
- As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant that could serve the north-northwest project areas. The cost of a two million gallon per day water purification plant is approximately \$10.2 million.
- Once adequate storage and a RCU operated water supply are in place the County should develop a program to promote the water system and to actively seek new customers in the project area. After a three to six-month sign-up period, develop cost estimates for the required expansion to serve those desiring service and actively seek grants and loans to fund the expansion of the system. Also, the County should consult with the County’s Economic Develop staff to see if there are areas where water lines could be installed that would promote economic growth in the area and seek grant funding for those lines.

FEASIBILITY REPORT

**SOUTHEAST RICHLAND COUNTY
WATER SYSTEM IMPROVEMENTS**

FOR

**RICHLAND COUNTY UTILITIES
7525 BROAD RIVER ROAD
IRMO, SOUTH CAROLINA 29063**



REV. OCTOBER 16, 2018



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DRAFT



Feasibility Report For Southeast Richland County Water System Improvements

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I. GENERAL

The Richland County, South Carolina (County) is legally constituted under the laws of the State of South Carolina. As such, the County is legally capable of receiving grants and loans for the purpose of owning and operating a public utility system within the County's service area as shown in Figure 1 contained herein. The County has or is in the process of exploring options to apply for loans and grants to finance the construction of a water system to serve the residents and businesses within the southeastern portion of Richland County which is within the County's service area. The County has constructed a public water system in the Hopkins School Community in southern Richland County. This community was without a safe and dependable water supply. The groundwater in portions of the Hopkins Community has contamination from an old gas station and there has long been a need for a public water supply and distribution system to alleviate the potential health hazards resulting from the consumption of drinking water that does not meet current water quality standards. The existing system consists of four wells with an aggregate yield of 790 gallons per minute, a 300,000 gallon elevated water storage tank, and a distribution system that serves approximately 562 customers.



The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Planning and Management with engineering assistance from Joel E. Wood & Associates prepared "Richland County Master Plan" (2002 Plan) Dated October of 2002 and that "Plan" was followed in the development of the Hopkins Community Water System. In 2016 AECOM prepared an additional master plan being called "Water and Sewer Master Plan for Richland County Utilities" (2016 Plan). These two "Plans" are adopted by reference and will be implemented into the preparation of a Feasibility Study (Study) for a water system to serve the southeastern portion of Richland County. The water plan developed in this Report will meet the current and long-range needs for water service in the southeastern section of Richland County. The planning area for the southeastern portion of



Richland County is as shown on the attached map (*Figure 1*). The proposed water system will be planned for a thirty (30) year growth period with materials selected for a forty (40) year useful life cycle. Detailed build-out projections for the project area were taken from the 2016 Master Plan. Build-out projections taken from the 2016 Plan were used to size the water system components to meet the current and future needs for the southeastern portion of Richland County.

At this time, there are three public or private water service providers in the planning area. These service providers are as shown on Figure 2 contained herein. The City of Columbia provides water service to users surrounding the planning area and is a potential source of water supply for the southeast portion of the County. This option will be explored in Section V of this Report. Richland County Utilities (RCU), a Department of Richland County, owns, operates and maintains two systems in the planning area. The Pond Drive system serves approximately 27 customers on a small distribution system, well and 7,500 gallon hydro pneumatic water storage tank. The Hopkins Community Water System serves approximately 562 customers on a distribution system consisting of 2"-12" water distribution lines, a 300,000 gallon elevated water storage tank and four wells with an aggregate yield of approximately 790 gallons per minute (GPM). The Town of Eastover owns and operates a groundwater well system that includes two wells, two treatment plants (to provide pH adjustment and chlorine for disinfection) and a 250,000 gallon elevated water storage tank. (ref. 2016 Plan)



The southeast planning area has great potential for growth but there are no private or existing public utilities other than Richland County that will undertake the task of providing the much-needed water system. Richland County realizes the need and is willing to undertake the task of providing a safe and dependable water supply for this portion of the County.



This project was initiated by a concern, on the part of the Richland County Council, that: 1) growth within the County be orderly; 2) adequate water service be provided to prevent a proliferation of small water systems; 3) the number of single home systems be reduced and, more specifically a safe and dependable water supply be provided for an area that has not received sufficient assistance in the past; and 4) the potential health hazard resulting from the contamination found in shallow private wells that serve many of the residents of the area be reduced.

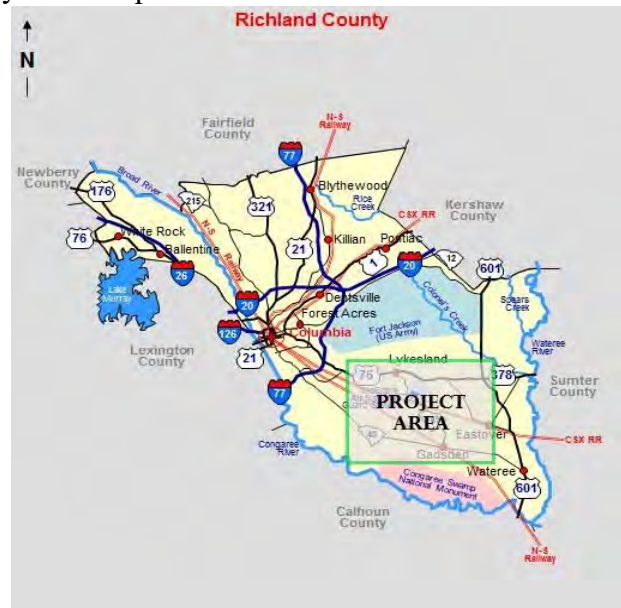
The overall objective of the project is to provide the most cost-effective method to provide water service to a low to moderate, income community that has a great need for a safe and dependable water supply. The engineering design contained herein meets or exceeds the South Carolina Department of Health and Environmental Control's (SCDHEC) minimum requirements. The County contracted with Joel E. Wood & Associates, L.L.C. to prepare a Feasibility Report for a construction project that will provide a means to serve the southeast planning area that will be in compliance with the prior 2002 Plan and 2016 Plan. The conclusions and recommendations presented in this Feasibility Report are based on a systematic evaluation of each alternative available to the County to provide water service to the southeast planning area. Joel E. Wood & Associates, L.L.C. has taken the information produced by this analysis and prepared a Preliminary Engineering Design and developed Preliminary Cost Estimates for the proposed alternatives and from those costs selected the best alternative to provide service to the southeast planning area. The Proposed Cost Estimates can be found in Appendix of this report. For any of the proposed alternatives presented in this study to be successful it is important that the County create an Ordinance that will define the County's service area and that will restrict any other service provider from entering the service area without the approval of County Council. In addition, the proposed Ordinance shall require that any water infrastructure constructed in the southeast planning area be dedicated to the County.



II. PROJECT PLANNING AREA

A. LOCATION

The water system proposed by the County is located in the southeastern section of Richland County and is depicted on Figure 3 “System Map” contained herein. All linear line extensions will be in existing SCDOT highway rights-of-way and/or within rights-of-way granted by individual property owners to the County. Any required improvements to existing wells, new wells, master meters, booster pumps, proposed elevated water storage tank, or other infrastructure will be on existing sites that have been used as utility sites by Richland County or on sites donated or purchased by the County.



B. ENVIRONMENTAL RESOURCES PRESENT

The proposed project lies entirely within the County’s designated service area as shown on Figure 1 contained in the Appendix of this Report. The location of each proposed component of the system is shown on Figure 3 “System Map” contained herein. An alternative will be selected that, if implemented, will not have an adverse impact on the natural ecosystems within the area, as well as no impact on agricultural functions.

C. GROWTH AREAS AND POPULATION TRENDS

The County’s proposed service area had a recorded population in 2010 Census of 384,507 based on 2.52 persons per household. The 2016 Master Plan projects the population of Richland County to grow by approximately 32% between 2010 and 2035. The 2016 Master



Plan projects the growth in the majority of the southeast planning area to be moderate growth with a portion of the area as low growth. The Central Midlands Council of Governments (COG) has published growth projections for Richland County as follows:

TABLE ONE
POPULATION TREND
Central Midland Council of Governments

	2010	2020	2030	2040	2050
Richland County	384,507	456,027	532,702	613,854	706,818
Planning Area	12,570	14,500	18,750	22,225	26,312

The 2016 Master Plan projects the design population for southeast study area in 2035 to be 23,964 which is slightly higher than the COG projection but lies within acceptable variances when using County wide trends to develop population projections for a specific study area while using spatial distribution of a projected growth based on census block data. Population growth was a baseline parameter used to project future resource needs in the 2002 Master Plan and the 2016 Master Plan. However, other factors such as economic expansion can have an impact of growth in an area. The proposed project should not foster unusual growth patterns or stimulate any unusual increases in growth rate. Richland County does NOT have a mandatory connection ordinance nor is there any indication that one will be enacted, that requires connection to a system or a clause forcing one to pay a water availability fee once the system is constructed. Therefore, it can be expected that all the potential customers will not connect to a new water system in the project area. We expect that 35 % of the potential customers will connect to the system within the first five years and approximately 65% of the potential customers will be connected by 2038.



III. EXISTING FACILITIES

A. LOCATION

The planning area for the southeastern portion of Richland County is as shown on the attached map (*Figure 1*). At this time, there are three public or private water service providers in the planning area. These service providers are as shown of Figure 2 contained herein. The City of Columbia provides service to users surrounding the planning area and is a potential source of water supply for the southeast portion of the County. This option will be explored in other sections of this Report. Richland County Utilities (RCU), a Department of Richland County, owns, operates and maintains two systems in the planning area. The Pond Drive system serves approximately 27 customers on a small distribution system, well and 7,500 gallon hydro pneumatic water storage tank. The Hopkins Community Water System serves approximately 562 customers on a distribution system consisting of 2”-12” water distribution lines, a 300,000 gallon elevated water storage tank and four wells with an aggregate yield of approximately 790 gallons per minute (GPM). The Town of Eastover owns and operates a groundwater well system that includes two wells, two treatment plants (to provide pH adjustment and chlorine for disinfection) and a 250,000 gallon elevated water storage tank. (ref. 2016 Plan)

B. HISTORY

Richland County (County) is legally constituted under the laws of the State of South Carolina.



As such, the County is legally capable of receiving grants and loans for the purpose of owning and operating a public utility system within the County’s service area as shown in Figure 1 in Section One of This Report. The existing water systems located in the area are as shown on Figure 2 in of this Report.



C. CONDITION OF FACILITIES

RCU currently operates two water systems in the Southeast portion of the County. The Hopkins Community Water System and the Pond Drive System. The two existing systems are supplied with potable water through deep wells that meet the requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and the Safe Drinking Water Act. The RCU wells that serve the Hopkins Community is the sole source of water that serves approximately 562 users through an existing water distribution system. The existing wells exceed the minimum requirements for a potable water supply to serve the system and the system is operating in accordance with SCDHEC regulations. The yield of the existing wells is as follows:

HOPKINS MIDDLE SCHOOL WELLS (WATER SYSTEM # 4020002)

Well # 1	500 Gallons Per Minute
Well # 2	<u>500 Gallons Per Minute (back-up to Well #1)</u>
TOTAL	500 Gallons Per Minute

HOPKINS ELEMENTARY SCHOOL WELLS (WATER SYSTEM # 4020002)

Well # 1	100 Gallons Per Minute
Well # 2	<u>190 Gallons Per Minute</u>
TOTAL	290 Gallons Per Minute

The existing wells currently meet SCDHEC requirements and there are no major improvements needed for the wells. The water distribution system and elevated storage tank have been in operation since 2008 and have been maintained in accordance with SCDHEC regulations. There are no known system deficiencies or reported violations of SCDHEC regulations. The system received a satisfactory rating during the 2017 “Sanitary Survey” by SCDHEC.



The Pond Drive System (SC4050042) is supplied by an existing well with SCDHEC permitted capacity of approximately 72,960 gallons per day and an existing 7,500 gallon hydropneumatics tank. The distribution system consists of approximately 3,800 L.F. of 4” water distribution line and was placed in operation in 2004. The system received a satisfactory rating during the 2017 “Sanitary Survey” by SCDHEC and there are no known deficiencies or violations of SCDHEC regulations.





IV. NEED FOR THE PROJECT

A. HEALTH AND SAFETY

There are over 265 potential users in Phase I of the Southeast Richland County project area. It is estimated that approximately 106 of these potential users will become water users during the first full year of operation of Phase I of the proposed Southeast Richland County Water System Improvement Project. Currently there are approximately 589 users on the Hopkins / Pond Drive water systems and with the additional 106 users from Phase I it will bring the total users in the Southeast Richland County project area to 695 users. If the County does not take steps to provide these additional users with a safe dependable water supply, the users in the Phase I project area will have a different level of service as their neighbors. The 265 potential users in the Phase I Project area will not have safe and dependable water system as enjoyed by their neighbors. The construction of a water distribution system to serve the Southeast Richland County project area will assure that a safe dependable water supply will be made available to all residents within the expansion area. Expansion of the existing well system or the purchase of water at wholesale rates from an outside source will ensure that the Southeast Richland County project area is provided with an adequate water supply to meet SCDHEC requirements and that an adequate supply of water is available to meet the short term and long-term water needs of the project area. A water supply that meets the requirements of the



Safe Drinking Water Act and that is continually monitored by SCDHEC will greatly reduce the potential for illnesses caused by water borne pathogens and the users of the proposed water distribution system will generally live healthier lives

than could be expected without a safe dependable water supply.



B. SYSTEM O & M

Richland County Utilities currently operates a wastewater utility and a water utility. The Utility Department operates several wastewater utilities and four water systems, and each system is treated as an enterprise fund. The aggregate sum of the enterprise funds comprises the total operating budget for the Richland County Utilities Operating Budget. The Hopkins School Community Water System and the Pond Drive Water systems are set up as an enterprise fund of the aggregate Annual Operating Budget for the Richland County Utilities Department (RCU). Personnel cost and equipment cost are divided among the different enterprise funds with direct expenses charged to each enterprise fund. It is projected that the proposed Southeast Richland County Water System in year one of operation will add an additional 106 users to the existing 589 users. These total 695 users are projected to use, on the average, 3,339 gallons per user per month which will generate an annual revenue of \$257,873.00 per year in revenue from the sale of water. See Table 3 and Table 4 in the Appendix of this report that documents current water use and revenue and projects revenue for the first full year of operation after the completion of Phase I. Table 5 outlines the projected budget for the first full year of operation after the completion of Phase I. Richland County Utilities currently has operation, maintenance and administrative staff that are successfully operating the various systems that comprise the Richland County Utilities Department. The personnel are on twenty-four hour a day call schedule if needed to maintain the Utilities in accordance with South Carolina Department of Health and Environmental Control regulations. The addition of the proposed Southeast Richland County Water System components will not have a major impact on the cost of operation of the Utilities Department. The personnel cost and administrative cost will be allocated between the different enterprise funds that constitute the Richland County Utilities Department with the Southeast Richland County Water System paying its fair share. The overall cost of operating the Richland County Utilities Department will be impacted by the addition of the Southeast Richland County Water Distribution System. In fact, principal of “economies of scale” may have an overall positive impact on the cost to operate the Richland County Utility Department.



C. GROWTH

The proposed service area for the Southeast Richland County project has a recorded population in 1990 of 10,309 the population has grown by 2,261 to 12,570 in 2010. This is a 2.19 percent increase in population over the twenty-year period. The 2010 population is based on 2.52 people per household as reported by Central Midlands Council of Governments. If the residents of the Southeast Richland County planning area have an option for a safe and dependable water supply and distribution system, we should see the population continue to expand during the next twenty years. The proposed project should not foster unusual growth patterns or stimulate any unusual increases in growth rate.



V. ALTERNATIVES CONSIDERED

A. DESCRIPTION

The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Panning and Management with engineering assistance from Joel Wood & Associates, L. L. C. prepared “Richland County Master Plan” (2002 Plan) Dated October of 2002 and that “Plan” was followed in the development of the Hopkins Community Water System. In 2016 AECOM prepared “Water and Sewer Master Plan for Richland County Utilities” (2016 Plan). These two “Plans” are adopted by reference and will be utilized in the preparation of a Feasibility Report for a water system to serve the southeastern portion of Richland County. Any alternative considered in this Report should comply with the current and long-range needs for water service as defined in the above referenced master plans.

First Alternative Considered (No Action): The first option available for Richland County would be to choose to take no action. To choose the “no action”



alternative would mean that a large number of households in the Phase I project area of Southeast Richland County would be without a safe and dependable water supply. Many homes would have to continue to rely on wells that produce water that is of poor quality. Because of the potential negative impacts on the health of the residents of the Phase I project area, Richland

County should initiate action to provide a safe dependable water supply for the residents. Therefore, the “No Action” alternative was discarded as an acceptable alternative.





Second Alternative Considered: The second alternative considered was to find an existing public utility that would extend their existing water lines and construct the required infrastructure to serve Phase I of the Southeast Richland County project area. The City of Columbia was the closest public utility to the proposed project area with existing infrastructure that could serve Phase I of the Southeast Richland County project area. The County began negotiations with the City to see if an agreement could be reached whereby the City would provide water service to the Phase I project area. RCU and its consultant met with the City of Columbia on several occasions to explore the possibilities of RCU purchasing water from the City at bulk rates. The City indicated that they could serve the Phase I project area and the existing Hopkins Water System with water that consistently meets SCDHEC quality standards. A copy of the proposed “Bulk Purchase Contract” is contained in the Appendix of this Report. The City would provide water in accordance with the general terms as follows:

- “The Purchaser engineer must provide recommended meter size and location required to meet the demands of the Purchaser.”
- “The City does not guarantee any level of service including water quality beyond Purchaser’s meter connection. Purchaser is responsible for all aspects of maintaining water quality standards.”
- “Purchased water shall only be distributed within Purchaser’s service area. Purchaser may sell water to water providers (Bulk Water Customers) provided that the customers are not contiguous to the City’s service area and the Purchaser does not solely rely on the City’s water service to provide adequate water service.”



- “The City may terminate service for any reason after twenty-four (24) hour notification. Service may be limited at any time for emergencies such as water main break and/or maintenance purposes.”
- “Rates for service shall be in accordance with the current (Outside) rate schedule and are subject to and future increases as approved by Council.
- “Purchaser is responsible for obtaining any easements and/or permits associated with the Bulk Sale.”
- A typical water bill from the City for Bulk Water Purchase to serve the Phase I project area and the existing Hopkins Water System would be approximately \$15,209.35 per month or \$182,512.20 per year.

A summary of the cost for Alternative Two is summarized below. A detailed cost breakdown can be found in the Appendix of this report.

PRELIMINARY COST ESTIMATE ALTERNATIVE TWO PHASE 1	
TOTAL ESTIMATED CONSTRUCTION COST	\$7,036,000
CONSTRUCTION CONTINGENCY (10%)	\$703,600
ENGINEERING & SURVEYING (7%)	\$493,000
CONSTRUCTION ADMINISTRATION (4%)	\$282,000
PERMITTING	\$10,000
RAILROAD AGREEMENT FEES	\$15,000
LAND PURCHASE/EASEMENTS	\$0
LEGAL	\$200,000
TOTAL PROJECT COST	\$8,740,000



Third Alternative Considered: The third alternative considered was to maximize the use of existing resources within the existing Hopkins Community Water System to provide a safe dependable water system at the lowest possible cost. This alternative will utilize the existing deep well systems at Hopkins Elementary School, Hopkins Middle School and Gadsden Elementary School. These wells are currently owned and operated by Richland County Utilities (RCU) and meet all public drinking water standards. The capacity of these wells are as follows:

HOPKINS MIDDLE SCHOOL WELLS (WATER SYSTEM # 4020002)

Well # 1	500 Gallons Per Minute
Well # 2	<u>500 Gallons Per Minute (back-up to Well #1)</u>
TOTAL	500 Gallons Per Minute

HOPKINS ELEMENTARY WELLS (WATER SYSTEM # 4020002)

Well # 1	100 Gallons Per Minute
Well # 2	<u>190 Gallons Per Minute</u>
TOTAL	290 Gallons Per Minute

GADSDEN ELEMENTARY SCHOOL

Well #1	20 Gallons Per Minute
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The “Water Source Load” for the existing users, Phase I users, and a 50% growth factor is computed as follows:

Existing Users	589
Phase I users	106
50% Growth	<u>350</u>
Design	1,045

$$\text{Water Source Load} = \frac{\text{Number of Users} \times 400 \text{ Gal./User/Day}}{16 \text{ Hour Pumping Cycle (960 Minutes)}}$$

$$\text{Water Source Load} = \frac{1,045 \text{ Users} \times 400 \text{ Gal./User/Day}}{960 \text{ Minutes}}$$

$$\text{Water Source Load} = 435 \text{ gallons per minute}$$



The existing wells have sufficient capacity to meet the current and future needs of the proposed service area. If the largest existing well is taken out of service, the existing well capacity will still exceed the required water source load (required well capacity). The existing wells are deep wells constructed to SCDHEC standards and are in an aquifer not impacted by the ground water contamination in portions of the project area. The existing wells are being chlorinated. In addition, we did a search of the South Carolina Department of Natural Resources, Hydrology Section, Coastal Plain Water Well Inventory (www.dnr.sc.gov/water/hydro/Wellrecords/locatewells/index.html) and found that there are existing gravel pack commercial wells in the proposed project area that can produce up to 1,000 gallons per minute. If growth warrants, additional wells can be constructed to provide additional water supply as needed.

This alternative will utilize the existing 300,000 gallon elevated water storage tank to provide the SCDHEC required storage. The proposed water distribution system will consist of approximately 72,130 L. F. of 12" water lines, 42,420 L. F. of 10" water lines, 8,630 L. F. of 8" water lines, 5,080 L. F. of 6" water lines, valves, fittings and appurtenances constructed in two phases. The proposed water distribution lines will be connected to the existing elevated water storage tank and to existing deep wells currently owned and operated by the RCU. As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Wateree River that could serve the southeast project area. The cost of a two million gallon per day water purification plant would be approximately \$10.2 million.



A summary of the cost for the Alternative Three proposed system expansion is highlighted below. A detailed breakdown can be found in the Appendix of this report.

PRELIMINARY COST ESTIMATE ALTERNATIVE THREE PHASE 1	
TOTAL ESTIMATED CONSTRUCTION COST	\$6,861,000
CONSTRUCTION CONTINGENCY (10%)	\$686,100
ENGINEERING & SURVEYING (7%)	\$481,000
CONSTRUCTION ADMINISTRATION (4%)	\$275,000
PERMITTING	\$10,000
RAILROAD AGREEMENT FEES	\$15,000
LAND PURCHASE/EASEMENTS	\$0
LEGAL	\$200,000
TOTAL PROJECT COST	\$8,529,000

B. ALTERNATIVE OVERVIEW

The table below summarizes the three alternatives considered.

Summary of Alternatives Considered			
	Alternate # 1	Alternate # 2	Alternate # 3
Project Cost	N/A	\$8,740,000	\$8,529,000
Customers Served	0	695	695
Potential Customers	0	1,094	1,094
Operation Cost (Yearly)	N/A	\$678,542	\$499,030
Grant Funds Needed	N/A	\$8,740,000 (100%)	\$8,529,000 (100%)

C. DESIGN CRITERIA

The design parameters used during the evaluation process for this Feasibility Report are in general compliance with the criteria established in USDA RUS Instruction 1780 and with normal and customary practices acceptable within the State of South Carolina. All criteria are in general compliance with the regulations and guidelines established by the South Carolina Department of Health and Environmental Control (SCDHEC).



D. MAP

Figure 3 presents a schematic map of the system detailing the proposed improvements.

E. ENVIRONMENTAL IMPACTS

A general analysis of the project as proposed indicated that there would be no negative impact to the environment if proposed project was implemented. Alternative 1 (No Action) would possibly have a negative impact on the environment but those negative impacts were not documented because the “No Action” alternative was rejected as an acceptable alternative by Richland County. A formal “Environmental Report” will be required for the best alternative selected and is not included as part of this study.

E. LAND REQUIREMENTS

No new land would be required for Alternative Two or Alternative Three. All new linear construction will be within existing Richland County or SCDOT road rights-of-way.



Encroachment Permits will be required from Richland County or the SCDOT for placement of the water distribution lines within existing road rights-of-way. No land purchase is required for the linear construction.

F. CONSTRUCTION PROBLEMS

There are no anticipated major construction problems associated with any of the options considered that would have an impact on the selection of an Alternative as the Best Alternative. The new construction proposed is normal and customary utility work that will occur within existing Richland County and SCDOT rights-of-way. At the writing of this Feasibility Report, there are no known construction problems for the proposed water system construction as described by this Report as the best option. If unforeseen problems arise during the final design phase, the problems will be addressed immediately, and the appropriate officials notified before continuing with the final design.



G. COST ESTIMATES

The major “Probable Cost Estimates” used to determine the best alternative for the Phase I expansion of the Southeast Richland County Water System are included in the Appendix of this Report.

H. FINANCIAL STATUS


Table 1 located in the Appendix of this report shows the existing “Water Rate Schedule” implemented by RCU. Table 2 shows the annual water usage used by existing RCU customers (Hopkins System & Pond Drive System) for the twelve-month period beginning July 1, 2017 and ending June 30, 2018. Table 3 shows the projected water users for the first full year of operation by category for the proposed system expansion. Table 4 lists the projected operating budget for Alternative Two for the first full year of operation after all proposed improvements are in place. Table 5 lists the projected operating budget for Alternative Three for the first full year of operation after all proposed improvements are in place. Table 6 shows the breakdown of water costs to buy water from the City of Columbia which is part of Alternative Two. The County reports that they are current with all debt and that all reserve funds are current. A comparison between the two alternatives considered for the Year 2020 Projected Operating Budget is highlighted below. Note that the proposed budget does include the cost of the Phase 1 system expansion. See Tables 4 & 5 in the Appendix for a more detailed breakdown.

Projected Year 2020 Projected Operating Budget		
	Alt. # 2	Alt. # 3
Total Operating Revenue	\$372,940	\$372,940
Total Operating Expense	\$678,542	\$499,030
Fund Balance	(\$305,602)	(\$126,090)



VI. PROPOSED PROJECT

A. GENERAL



The Richland County, South Carolina (County) is legally constituted under the laws of the State of South Carolina. As such, the County is legally capable of receiving grants and loans for the purpose of owning and operating a public utility system within the County's service area as shown in Figure 1 contained herein. The County has the ability to apply for loans and grants to finance the construction of a water system to serve the residents and businesses within the southeastern portion of Richland County which is within the County's service area. There has long been a need for a public water supply and distribution system in the Southeast Richland County service area to alleviate the potential health hazards resulting from the consumption of drinking water that does not meet current SCDHEC water quality standards.

The Southeast Richland County Water System Improvements Project, as presented herein, will meet the long-standing needs for a safe water supply, water storage, and water distribution system within a portion of the southeast Richland County service area. The County has two existing Water Master Plans that provide a guide for the development of a water system to serve this portion of Richland County. The water system presented herein complies with the Water Master Plan as adopted by Richland County. The Project will be designed to meet the current and long range needs for water service in the service area as defined in the County's Water Master Plan. The planning period for the Hopkins School Community Project was planned for a thirty (30) year growth period with materials selected for a forty (40) year useful life cycle build-out projections for the project area were taken from the 2016 Master Plan. Build-out projections taken from the 2016 Master Plan were used to size the water system components to meet the current and future needs for the southeast portion of Richland County.



The proposed Southeast Richland County Water System Improvements Project will maximize the use of existing resources within the existing Hopkins Community Water System to provide a safe dependable water system at the lowest possible cost. This Project will utilize the existing deep well systems at Hopkins Elementary School, Hopkins Middle School and Gadsden Elementary School. The existing wells have sufficient capacity to meet the current and future needs of the proposed service area. If the largest existing well is taken out of service, the existing well capacity will still exceed the required water source load (required well capacity). The existing wells are deep wells constructed to SCDHEC standards and are in an aquifer not impacted by the ground water contamination in portions of the project area. The existing wells are being chlorinated. This Project will also utilize the existing 300,000 gallon elevated water storage tank of the Hopkins Community Water System to provide the SCDHEC required storage.

To provide water to these potential customers the County would be required to extend water distribution lines throughout the area identified on Figure 1 contained in the Appendix of this Report. The proposed water distribution system will consist of approximately 72,130 L. F. of 12" water lines, 42,420 L. F. of 10" water lines, 8,630 L. F. of 8" water lines, 5,080 L. F. of 6" water lines, valves, fittings and appurtenances constructed in two phases. Figure 3 in the Appendix of this report outlines the proposed routes and phases of the water main extension. The proposed water distribution lines will be connected to the existing elevated water storage tank and to existing deep wells currently owned and operated by the RCU. The Probable Cost Estimate for this alternative is contained in the Appendix of this Report.

B. WATER SUPPLY



RCU currently operates two water systems in the Southeast portion of the County. The Hopkins Community Water System and the Pond Drive System. The two existing systems are supplied with potable water through deep wells that



meet the requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and the Safe Drinking Water Act. The RCU wells that serve the Hopkins Community is the sole source of water that serves approximately 562 users through an existing water distribution system. The existing wells exceed the minimum requirements for a potable water supply to serve the system and the system is operating in accordance with SCDHEC regulations. The yield of the existing wells is as follows:

HOPKINS MIDDLE SCHOOL WELLS (WATER SYSTEM # 4020002)

Well # 1	500 Gallons Per Minute
Well # 2	<u>500 Gallons Per Minute (back-up to Well #1)</u>
TOTAL	500 Gallons Per Minute

HOPKINS ELEMENTARY WELLS (WATER SYSTEM # 4020002)

Well # 1	100 Gallons Per Minute
Well # 2	<u>190 Gallons Per Minute</u>
TOTAL	290 Gallons Per Minute

GADSDEN ELEMENTARY SCHOOL

Well #1	20 Gallons Per Minute
---------	-----------------------

The “Water Source Load” for the existing users, Phase I users, and a 50% growth factor is computed as follows:

Existing Users	589
Phase I users	106
50% Growth	<u>350</u>
Design	1,045

$$\text{Water Source Load} = \frac{\text{Number of Users} \times 400 \text{ Gal./User/Day}}{16 \text{ Hour Pumping Cycle (960 Minutes)}}$$

$$\text{Water Source Load} = \frac{1,045 \text{ Users} \times 400 \text{ Gal./User/Day}}{960 \text{ Minutes}}$$

$$\text{Water Source Load} = 435 \text{ gallons per minute}$$

The existing wells have sufficient capacity to meet the current and future needs of the proposed service area. If the largest existing well is taken out of service, the existing well capacity will still exceed the required water source load (required well capacity). The existing wells are deep wells constructed to SCDHEC standards and are in an aquifer not impacted by the ground water contamination in portions of the project area. The existing wells are being chlorinated. As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Wateree River that could serve the southeast project area. The cost of a two million gallon per day water purification plant would be approximately \$10.2 million.

C. STORAGE

The existing 300,000 gallon elevated water storage tank located at the Hopkins Middle



School has elevated storage that will meet or exceed SCDHEC recommended storage volume requirements for the Phase I expansion and a 7% growth factor. When the system users nears the 750



user mark, or with the construction of Phase II additional storage will be required to meet SCDHEC Standards.

Required Storage= number of users X 400 gallons per user per day

Required Storage = 750 users X 400 gallons / user / day

Required Storage = 300,000 gallons therefore the existing 300,000 gallon tank will meet storage requirements until the customers on the system reaches 750 users.

System Control and Data Acquisition (SCADA) hardware and software will be provided to control the operation of the well pumps and to control the level in the existing elevated water storage tank.

D. SYSTEM LAYOUT

Please refer to Figure 3 in the Appendix of this report for a layout of the existing system and proposed improvements to the system. Figure 4 highlights the Phase 1 project components and Figure 5 highlights the Phase 2 project components.

E. HYDRAULIC CALCULATION

A complete hydraulic analysis of the proposed water system was prepared by Joel E. Wood & Associates, L.L.C. and a copy of the “Hydraulic Analysis” is included in Appendix A of this Report. The following assumptions or factors were used when developing the model:

NO. OF CUSTOMERS DESIGN	= 1045 USERS AT 300 GPD/USER
AVG. DAY MODELED	= 217.8 GAL/MIN
PEAK DAY MODELED	= 1.5 X AVG. DAY MODEL
FIRE FLOW	= 1000 GAL/MIN + PEAK DAY FLOW



In order to assure that the existing water distribution system along with the proposed improvements will meet the demands of average day flow, peak flow, and fire flow adequately a computer model of the system was created. The model evenly distributes the average daily flow (ADF) and peak daily flow (PDF) of the community over the entire water distribution system.

F. ANNUAL OPERATING BUDGET

A proposed operating budget is shown in **Table 5** of the Appendix of this Report.

G. PAYMENT HISTORY

Richland County Utilities is current with all debt payments to the best of our knowledge, information and belief.



VII. CONCLUSIONS AND RECOMMENDATIONS

A. GENERAL

The purpose of this section is to give the reader a brief overview of the contents of this Report and to give a summary of the selected alternative. The Report was initiated by a concern, on part of the Richland County Council that 1) growth within the county be orderly; 2) adequate water service be provided to the residents of the Southeast Richland County service area; and 3) reduce the number of single family homes that rely on individual wells for water supply. The project can be divided into three main categories and they are as follows:

1. SYSTEM EXPANSION

See Figure 1 contained in this Report that defines the proposed project service area. The system expansion will consist of new distribution lines constructed within Richland County and SCDOT right-of-way. The system expansion will be constructed in two phases. Figure 3 contained in the Report outlines the proposed system expansion.

2. WATER SUPPLY

See Figure 2 contained in this Report that defines the possible water sources to serve the proposed system expansion. The water supply source chosen was to maximize the use of existing resources within the existing Hopkins Community Water System to provide a safe dependable water system at the lowest possible cost. This alternative will utilize the existing deep well systems at Hopkins Elementary School, Hopkins Middle School and Gadsden Elementary School. These wells are currently owned and operated by Richland County Utilities (RCU) and meet all public drinking water standards. As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Wateree River that could serve the southeast



project area. The cost of a two million gallon per day water purification plant would be approximately \$10.2 million.

3. FUNDING SOURCES

There are numerous financing options for RCU to evaluate. The following provides a brief overview of the various options.



South Carolina Rural Infrastructure Authority (RIA) – The RIA was created by the General Assembly to select and assist in financing qualified rural infrastructure projects. Such infrastructure must meet an essential public purpose of protecting public health and the environment by improving environmental facilities and services or building infrastructure capacity to support economic development and employment opportunities. RIA offers assistance to local government and other eligible entities primarily through competitive grants for new or improved infrastructure facilities. This assistance helps communities close the gap between needs and resources and builds a strong foundation for the future. The maximum grant amount is \$500,000. The grants can only be used for construction costs and Richland County would be required to provide a 25% match for construction cost.

State Revolving Fund (SRF) – SRF funding is provided through the South Carolina Department of Health and Environmental Control (SCDHEC) for project management and South Carolina Rural Infrastructure Authority, Office of Local Government (OLG) for financial assistance. The SRF program provides long-term, low interest loans. The Drinking Water SRF program finances water supply and distribution facilities and relocation





of lines for road widening for up to 30 years at a standard rate of 2.6%. There is a very limited amount of funds available a principal forgiveness for projects facing health or environmental threats.

United States Department of Agriculture Rural Development (RD) – The



Committed to the future of rural communities.

Rural Utilities Service, through its Water and Environmental Programs, provides financial assistance to eligible bodies to construct, enlarge, or improve water, wastewater, and solid waste disposal systems on rural areas, RD provides loans and grant funding. Funding

through RD would be applicable to projects in the southern portion of the RCU service area and potentially the North region.

Bonds- The sale of bonds can be used for water and wastewater projects in the County. For revenue bonds, Richland County would need to obtain a good rating and get the bonds insured to receive the best interest rate. The interest rate for the revenue bonds can be lower than other funding mechanisms such as SRF loans. General obligation bonds typically carry a lower interest rate than revenue bonds. The ad valorem tax revenue generated is utilized to pay for the general obligation.

A benefit to funding with bonds is RCU can secure all or a large percentage of the financing for a project and recoup the cost over a period of time that would be similar to the useful life of the infrastructure. This would be done for revenue bonds through debt service payments and included in the rate schedule. This would allow more equitable funding between generations of taxpayers. Revenues must be sufficient to meet a debt service coverage requirement, so careful financial planning must be undertaken. Bonds could be used for projects in any RCU region.



Ad Valorem Taxes – The County could use ad valorem property taxes for capital funding of water and wastewater infrastructure. The tax is levied based on the value of property. The tax is more stable than user charges, since they are billed to each parcel or property within the service area, which may include undeveloped properties in the service area. These properties may connect to the system in the future and receive benefit for the existing facilities.

B. SUMMARY

- The system expansion will provide an opportunity for approximately 505 existing residences, businesses, churches, and other users to be provided with a safe dependable water supply and distribution system.
- This project will provide availability of a safe and dependable water source that meets SCDHEC standards is available for use by the residents of the Southeast Richland County service area.
- If no action is taken many residences located within the Southeast Richland County service area will have to continue to rely on individual wells for water supply. Many of these wells are in poor condition and can be considered a health risk for its users.
- The project as defined by this Report should not have an adverse impact on the environment.

C. RECOMMENDATIONS

The Southeast Planning area has: 1) a safe and dependable water supply that can be expanded at a reasonable cost; 2) adequate elevated water storage; and 3) a strong customer base. These reasons make expansion of the existing system feasible under certain conditions. These conditions are listed below:

- It is important that the County create an ordinance that will define the County's service area and that will restrict other service providers from entering the County's service area. Without a defined County service area, other water providers could expand into the existing water system's growth areas and limit expansion of its revenue stream.
- Develop a program to promote the water system and to actively seek new customers in the project area. After a three to six-month sign-up period, develop cost estimates for the required expansion to serve those desiring service and actively seek grants and loans to fund the expansion of the system.



- Consult with the County's Economic Development staff to see if there are areas where water lines could be installed that would promote economic growth in the area and seek grant funding for those lines.
- Review the "Rate Study" currently being conducted by RCU and adopt the necessary changes to the rates to cover the operating cost and debt retirement for current loans and for future loans required to expand the system. Rate adjustments should be based on existing and new customers on the expanded system at the current average water usage.
- As expansion projects are determined, prepare Preliminary Engineering Reports and Environmental Assessments for each project required to get funding approval then prepare construction plans and specifications and obtain construction permits for the project.



APPENDIX

TABLES

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Table 2	RCU 12 Month Water Use	34
Table 3	Projected Users and Revenue.....	35
Table 4	Alternative 2 Projected Operating Budget.....	36-37
Table 5	Alternative 3 Projected Operating Budget.....	38-39
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FIGURES

Figure 1	Southeast Richland County Service Area
Figure 2	Possible Water Sources Map
Figure 3	Proposed System Layout Map
Figure 4	Phase 1 System Layout Map
Figure 5	Phase 2 System Layout Map
Figure 6	USGS Map

OTHER ITEMS

Probable Cost Estimates

Hydraulic Analysis

Input Data

System Analysis

Average Daily Flow

Peak Day

Fire Flow

City of Columbia Bulk Purchase Contract



TABLES



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*



TABLE 1

**RICHLAND COUNTY UTILITIES
 EXISTING WATER RATE SCHEDULE
 &
 TAP FEES**

WATER RATE SCHEDULE

<u>Usage (Gallons)</u>	<u>Southeast Richland County Service Area</u>
	(Per 1,000 Gallons)
Base (First 1,000 Gallons)	\$ 20.00
Next 8,000 Gallons	\$ 4.67
Next 11,000 Gallons	\$ 4.37
Next 10,000 Gallons	\$ 4.12
Next 30,000 Gallons	\$ 3.87
Next 60,000 Gallons	\$ 3.87

WATER TAP FEES

<u>Meter Size</u>	<u>Southeast Richland County Service Area</u>
¾" Meter	\$ 1,000.00
1" Meter	\$ 1,500.00
1 ½" Meter	\$ 1,500.00
2" Meter	\$ 1,500.00





TABLE 2

ACTUAL WATER USE FOR A 12 MONTH PERIOD
 JULY 1, 2017 TO JUNE 30, 2018
 Based on 589 Users

	<u>GALLONS</u>
JULY, 2017	2,386,205
AUGUST, 2017	2,252,291
SEPTEMBER, 2017	1,908,218
OCTOBER, 2017	2,045,325
NOVEMBER, 2017	1,385,540
DECEMBER, 2017	1,995,088
JANUARY, 2018	1,943,720
FEBRUARY, 2018	2,664,370
MARCH, 2018	1,773,530
APRIL, 2018	1,254,782
MAY, 2018	2,108,760
JUNE, 2018	<u>1,881,987</u>
TOTAL	23,599,780 GALLONS

Average Water Use per Month = $\frac{23,599,780}{12} =$ 1,966,648 gallons

Average Water Use Per Customer = $\frac{1,966,648}{589} =$ 3,339 gallons per user

Average Water Bill = \$20.00 first 1000 gallons
 3,339 gal. (-) 1000 gal = 2,339 x \$4.67 / 1,000 gal. = \$10.92
 \$30.92 per user

Annual Water Sales = \$30.92 x 589 customers x 12 months = \$218,542.56



TABLE 3

**PROJECTED USERS CONNECTED TO
 THE SOUTHEAST RICHLAND COUNTY WATER SYSTEM
 AND
 POTENTIAL REVENUE**

FIRST FULL YEAR OF OPERATION

WATER USERS

<u>POTENTIAL USERS</u>	<u>TOTAL NO. UNITS</u>
Existing Number of Users	589
Projected Number of Users Phase I* ¹	<u>106</u>
Potential Users First Year of Operation	695

*¹ (Projected Users = (265 potential users along route) times 40% subscription rate
 = 106 Potential Users)

WATER USAGE PER MONTH

Potential Water Use Per Month = Average Monthly Use Per Customer*² x Number of Customers

Potential Water Use Per Month = 3,339 Gal / User/ Month x 695 Users

Potential Water Use Per Month = 2,320,605 Gal. / Month

PROJECTED ANNUAL REVENUE

Annual Water Sales = \$30.92 x 695 Users x 12 months = \$257,872.80

*² Average Monthly Water Bill for Hopkins and Pond Drive Water Systems with 589 Users (See Table 2)



TABLE 4
SOUTHEAST RICHLAND COUNTY WATER SYSTEM
PROJECTED OPERATING BUDGET FOR ALTERNATIVE TWO
 For the year ending June 30, 2020

OPERATING REVENUES (*See Note on Page 34)	
SALE OF WATER	\$257,873
TAP REVENUES	\$12,538
INTEREST EARNED	\$3,000
MISC. REVENUE- UTILITY FEES	\$99,529
TOTAL REVENUE	\$372,940
OPERATING EXPENSES	
PERSONNEL EXPENSE	
SALARIES AND WAGES	\$185,073
OVERTIME	\$24,900
FICA EMPLOYER'S SHARE	\$15,047
WORKER'S COMPENSATION	\$321
SC REGULAR RETIREMENT	\$25,550
HEALTH INSURANCE EMPLOYER'S SHARE	\$27,692
VISION INSURANCE EMPLOYER'S SHARE	\$60
DENTAL INSURANCE EMPLOYER'S SHARE	\$1,400
LIFE INSURANCE EMPLOYER'S SHARE	\$207
TOTAL PERSONNEL EXPENSE	\$280,250
GENERAL EXPENSE	
OFFICE SUPPLIES	\$1,100
PETROL OIL AND LUBRICANT	\$8,125
WORK PERMITS AND FEES	\$8,187
AUTOMOTIVE NON CONTRACT	\$3,400
ELECTRICITY	\$30,000
SERVICE CONTRACTS	\$5,500
REPAIRS- EQUIPMENT	\$39,500
BUILDING MAINTENANCE	\$6,000
SHOP SUPPLIES	\$800
LAB SUPPLIES	\$1,400
CHEMICALS	\$12,960
RENT	\$500
PRINCIPAL	\$22,868
INTEREST	\$75,440
WATER PURCHASE CITY OF COLUMBIA	\$182,512
TOTAL GENERAL EXPENSE	\$398,292
TOTAL OPERATING EXPENSE	\$678,542
TOTAL REVENUE	\$372,940
FUND BALANCE	(\$305,602)



TABLE 4 (Continued)

**Note: Operating Revenues based on 695 users (589 existing & 106 new) and current usage and expense by Hopkins Water System and Pond Drive Water System)*

Three different scenarios are explored below that would fund the project and how the selected funding along with total number of customers will influence the customer’s average bill for the new and existing users.

Scenario #1: If a grant is obtained to cover 100% of the cost for the water system expansion and the total number of users is 695 the average water bill would need to be increased by \$36.64 per month for a total monthly bill of \$67.56 in order to cover operating costs. This would be an average monthly bill increase of 118.5% for existing customers.

$$\text{Monthly Bill Increase} = \frac{\$305,602}{12 \text{ Months}} = \$36.64 + \$30.92 = \$67.56$$

695 Users

Scenario #2: If a grant is obtained to cover 100% of the cost for the water system expansion and the total number of users is 1,529 (825 more than what is projected) the average water bill would not need to be increased in order to cover operating costs. The average monthly bill will remain at \$30.92 for existing and new customers.

Scenario #3: If a grant is obtained to cover 50% of the cost for the water system expansion and the total number of users is 2,116 (1,421 more than what is projected) the average water bill would not need to be increased in order to cover operating costs and debt on capital. The average monthly bill will remain at \$30.92 for existing and new customers.

Alternate #2 Funding Scenarios			
	Scenario # 1	Scenario # 2	Scenario # 3
Total Grant Obtained	\$8,740,000 (100%)	\$8,740,000 (100%)	\$4,370,000 (50%)
Number of Users	695	1,520	2,116
Avg. Monthly Bill / User	\$67.56	\$30.92	\$30.92
Avg. Monthly Bill Increase	\$36.64	\$0.00	\$0.00



TABLE 5
SOUTHEAST RICHLAND COUNTY WATER SYSTEM
PROJECTED OPERATING BUDGET FOR ALTERNATIVE THREE
 For the year ending June 30, 2020

OPERATING REVENUES (*See Note on Page 36)	
SALE OF WATER	\$257,873
TAP REVENUES	\$12,538
INTEREST EARNED	\$3,000
MISC. REVENUE- UTILITY FEES	<u>\$99,529</u>
TOTAL REVENUE	\$372,940
OPERATING EXPENSES	
PERSONNEL EXPENSE	
SALARIES AND WAGES	\$185,073
OVERTIME	\$24,900
FICA EMPLOYER'S SHARE	\$15,047
WORKER'S COMPENSATION	\$321
SC REGULAR RETIREMENT	\$25,550
HEALTH INSURANCE EMPLOYER'S SHARE	\$27,692
VISION INSURANCE EMPLOYER'S SHARE	\$60
DENTAL INSURANCE EMPLOYER'S SHARE	\$1,400
LIFE INSURANCE EMPLOYER'S SHARE	<u>\$207</u>
TOTAL PERSONNEL EXPENSE	\$280,250
GENERAL EXPENSE	
OFFICE SUPPLIES	\$1,100
PETROL OIL AND LUBRICANT	\$8,125
WORK PERMITS AND FEES	\$8,187
AUTOMOTIVE NON CONTRACT	\$3,400
ELECTRICITY	\$33,000
SERVICE CONTRACTS	\$5,500
REPAIRS- EQUIPMENT	\$39,500
BUILDING MAINTENANCE	\$6,000
SHOP SUPPLIES	\$800
LAB SUPPLIES	\$1,400
CHEMICALS	\$12,960
RENT	\$500
PRINCIPAL	\$22,868
INTEREST	\$75,440
WATER PURCHASE CITY OF COLUMBIA	<u>\$0</u>
TOTAL GENERAL EXPENSE	\$218,780
TOTAL OPERATING EXPENSE	\$499,030
TOTAL REVENUE	<u>\$372,940</u>
FUND BALANCE	(\$126,090)



TABLE 5 (Continued)

**Note: Operating Revenues based on 695 users (589 existing & 106 new) and current usage and expense by Hopkins Water System and Pond Drive Water System)*

Three different scenarios are explored below that would fund the project and how the selected funding along with total number of customers will influence the customer’s average bill for the new and existing users.

Scenario #1: If a grant is obtained to cover 100% of the cost for the water system expansion and the total number of users is 695 the average water bill would need to be increased by \$15.12 per month for a total monthly bill of \$46.04 in order to cover operating costs. This would be an average monthly bill increase of 48.9% for existing customers.

$$\text{Monthly Bill Increase} = \frac{\$126,090}{12 \text{ Months}} = \$15.12 + \$30.92 = \$46.04$$

695 Users

Scenario #2: If a grant is obtained to cover 100% of the cost for the water system expansion and the total number of users is 1,035 (340 more than what is projected) the average water bill would not need to be increased in order to cover operating costs. The average monthly bill will remain at \$30.92 for existing and new customers.

Scenario #3: If a grant is obtained to cover 50% of the cost for the water system expansion and the total number of users is 1,632 (937 more than what is projected) the average water bill would not need to be increased in order to cover operating costs and debt on capital. The average monthly bill will remain at \$30.92 for existing and new customers.

Alternate #3 Funding Scenarios			
	Scenario # 1	Scenario # 2	Scenario # 3
Total Grant Obtained	\$8,529,000 (100%)	\$8,529,000 (100%)	\$4,264,500 (50%)
Number of Users	695	1,035	1,632
Avg. Monthly Bill / User	\$46.04	\$30.92	\$30.92
Avg. Monthly Bill Increase	\$15.12	\$0.00	\$0.00



TABLE 6

**SOUTHEAST RICHLAND COUNTY WATER SYSTEM
 PROJECTED WATER COST FROM CITY OF COLUMBIA
 FOR ALTERNATIVE TWO**

I. PROJECTED WATER PURCHASE

Average Water Use	2,320,605 Gal./Month
Flushing Water and Water Loss (15%)	<u>348,090 Gal./Month</u>
Projected Water Purchase Per Month	2,668,695 Gal./Month

2,668,695 Gal./Month = 356,777 Cubic Feet

II. AVERAGE MONTHLY WATER BILL

Meter Charge 300 Cu. Ft.	\$ 1,024.25
Volume Change 9,700 Cu. Ft. /100 x \$4.40	\$ 426.80
90,000 Cu. Ft. / 100 x \$4.16	\$ 3,744.00
256,777 Cu. Ft. / 100 x \$3.90	<u>\$10,014.30</u>
Average Monthly Water Bill	\$15,209.35

III. PROJECTED ANNUAL WATER BILL

Projected Annual Water Bill = Average Monthly Bill x 12 Months

Projected annual Water Bill= \$15,209.35 x 12 Months

Projected Annual Water Bill = \$182,512.20 per Year



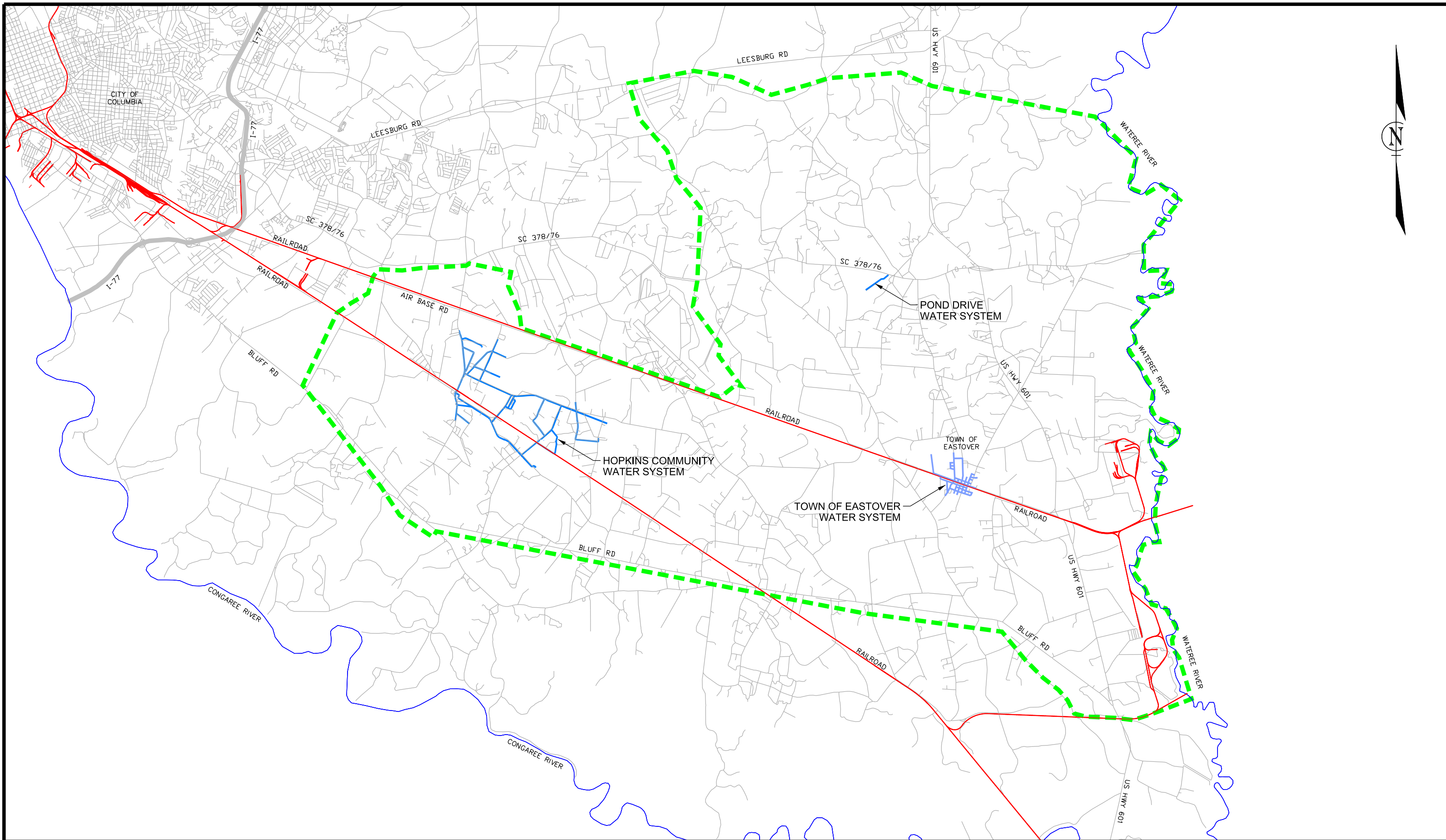
FIGURES



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*Southeast Richland County
Water System Improvements
10/1/2018*



LEGEND

- WATER SERVICE AREA
- RIVER
- ROADWAY
- EXISTING WATER SYSTEM
- INTERSTATE
- RAILROAD



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**SOUTHEAST RICHLAND COUNTY
SERVICE AREA**

SHEET TITLE

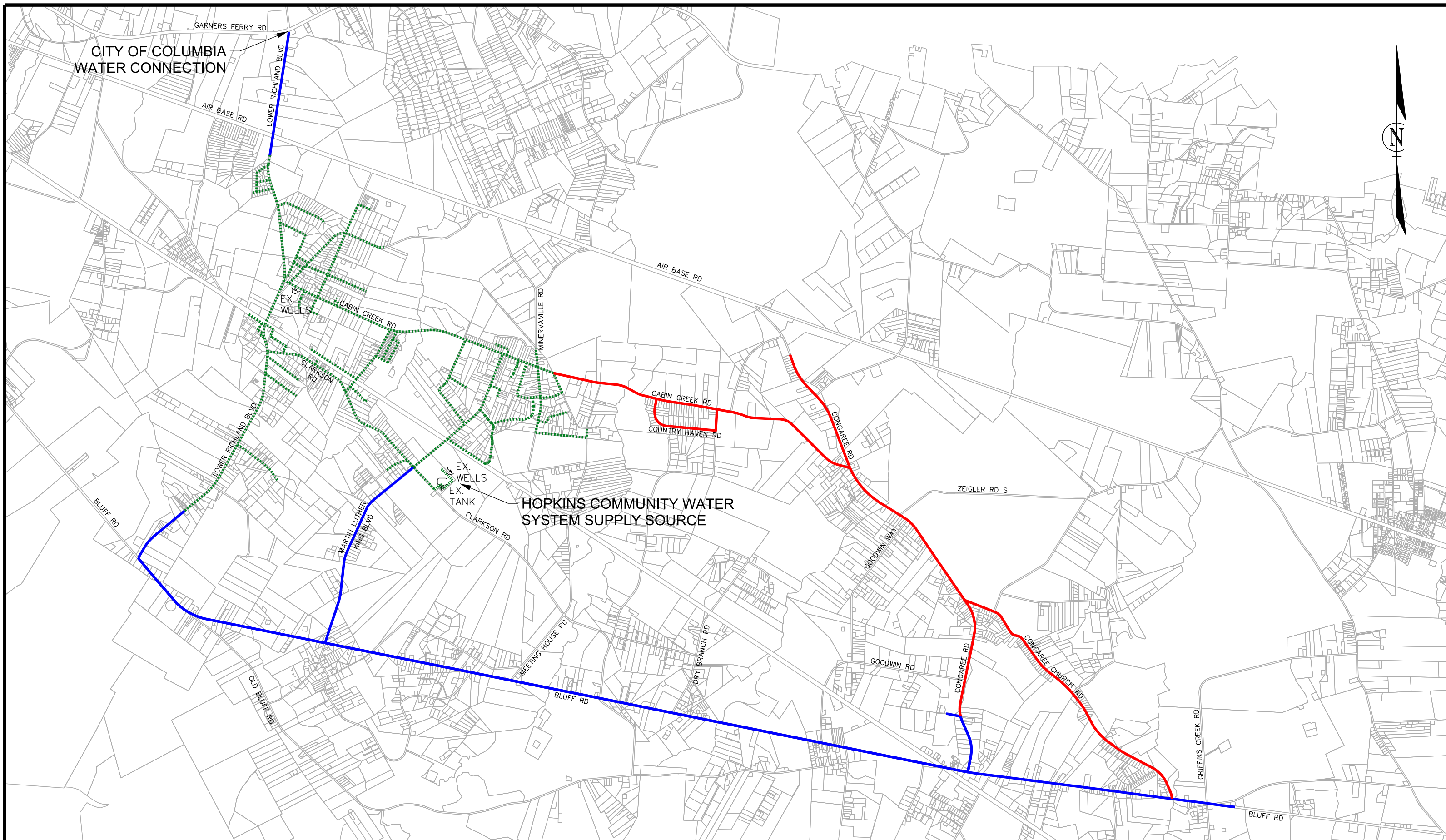
**FIGURE
1**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. PHASE 1 WATER MAIN
- PROP. PHASE 2 WATER MAIN

- WELL
- WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**POSSIBLE WATER SUPPLY SOURCES
RICHLAND COUNTY UTILITIES**

SHEET TITLE

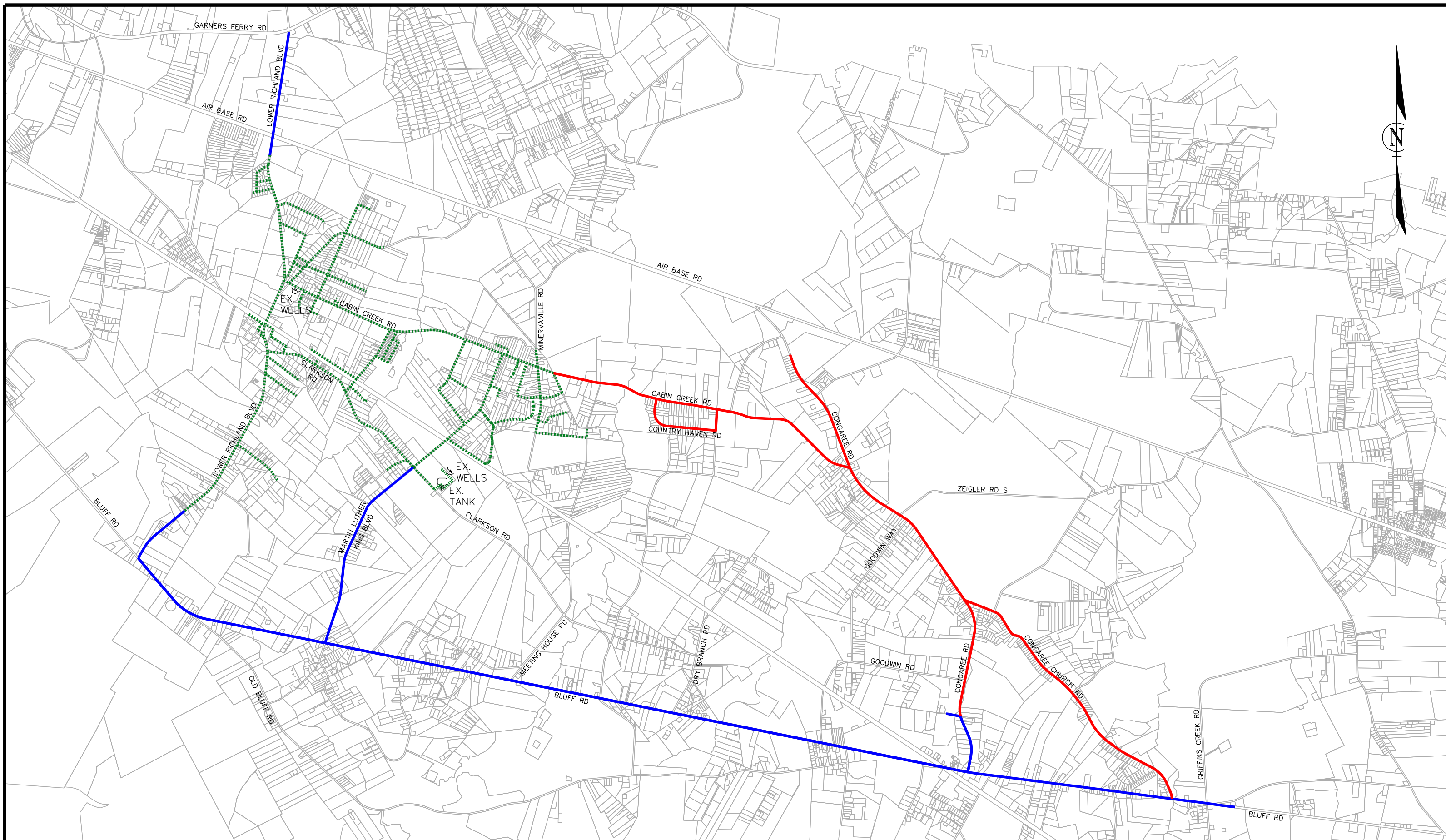
**FIGURE
2**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. PHASE 1 WATER MAIN
- PROP. PHASE 2 WATER MAIN

- WELL
- WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**PROPOSED LAYOUT MAP
RICHLAND COUNTY UTILITIES**

SHEET TITLE

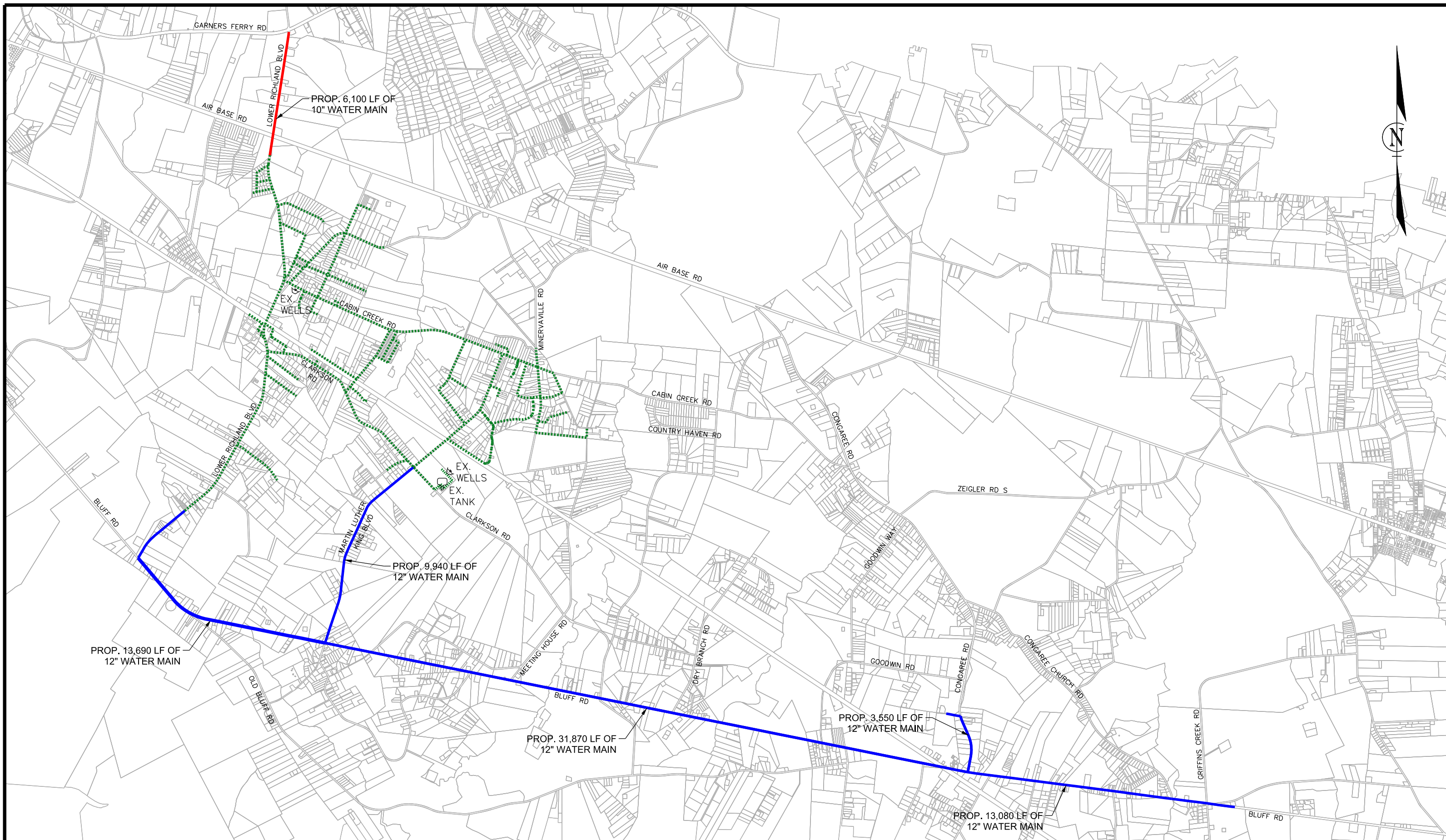
**FIGURE
3**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. 12" WATER MAIN
- PROP. 10" WATER MAIN

- WELL
- WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**PHASE 1 - PROPOSED LAYOUT MAP
RICHLAND COUNTY UTILITIES**

SHEET TITLE

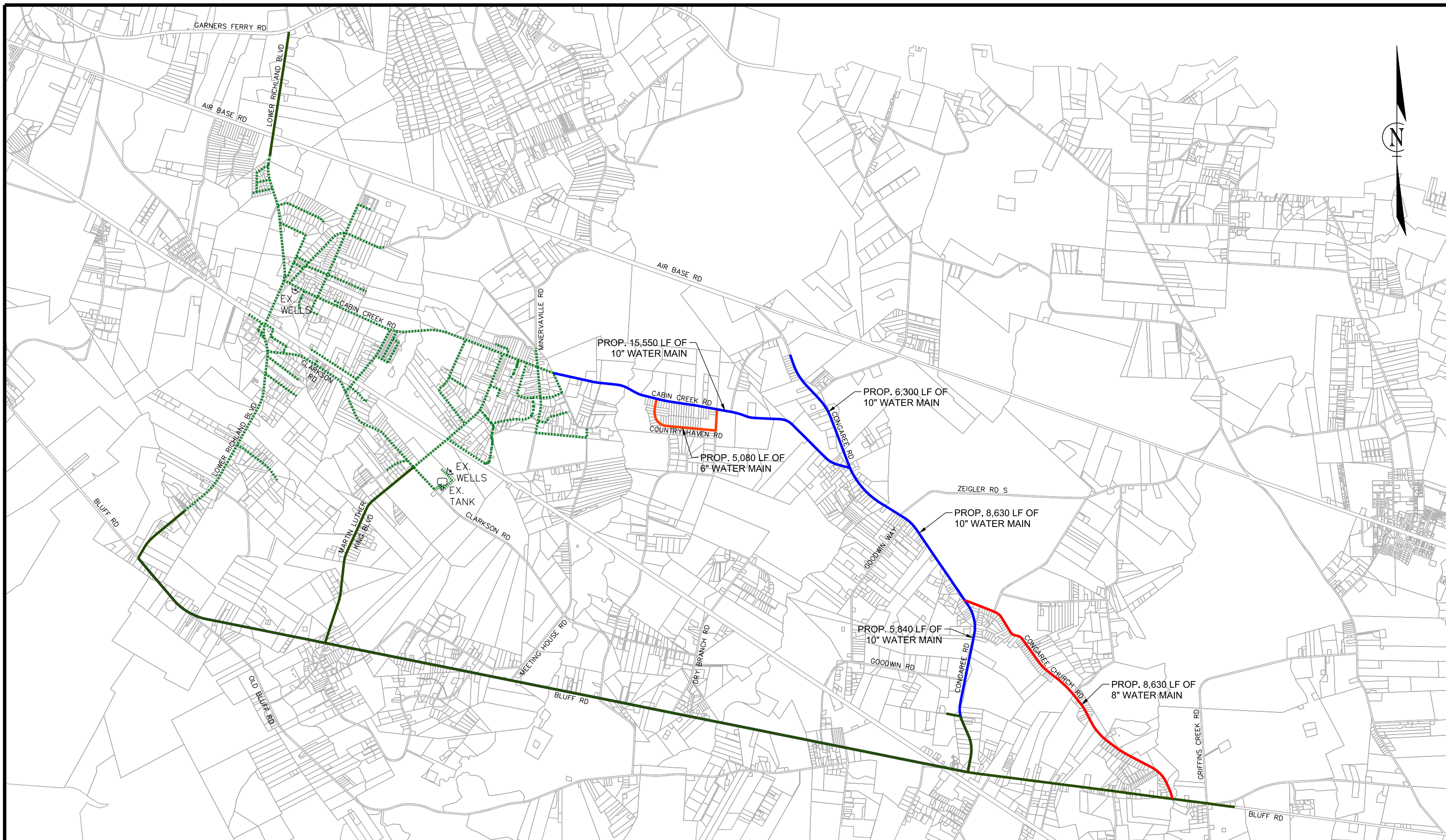
**FIGURE
4**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- ⋯ EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. PHASE 1 WATER MAIN
- PROP. 10" WATER MAIN
- PROP. 6" WATER MAIN
- PROP. 8" WATER MAIN

- WELL
- WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**PHASE 2 - PROPOSED LAYOUT MAP
RICHLAND COUNTY UTILITIES**

SHEET TITLE

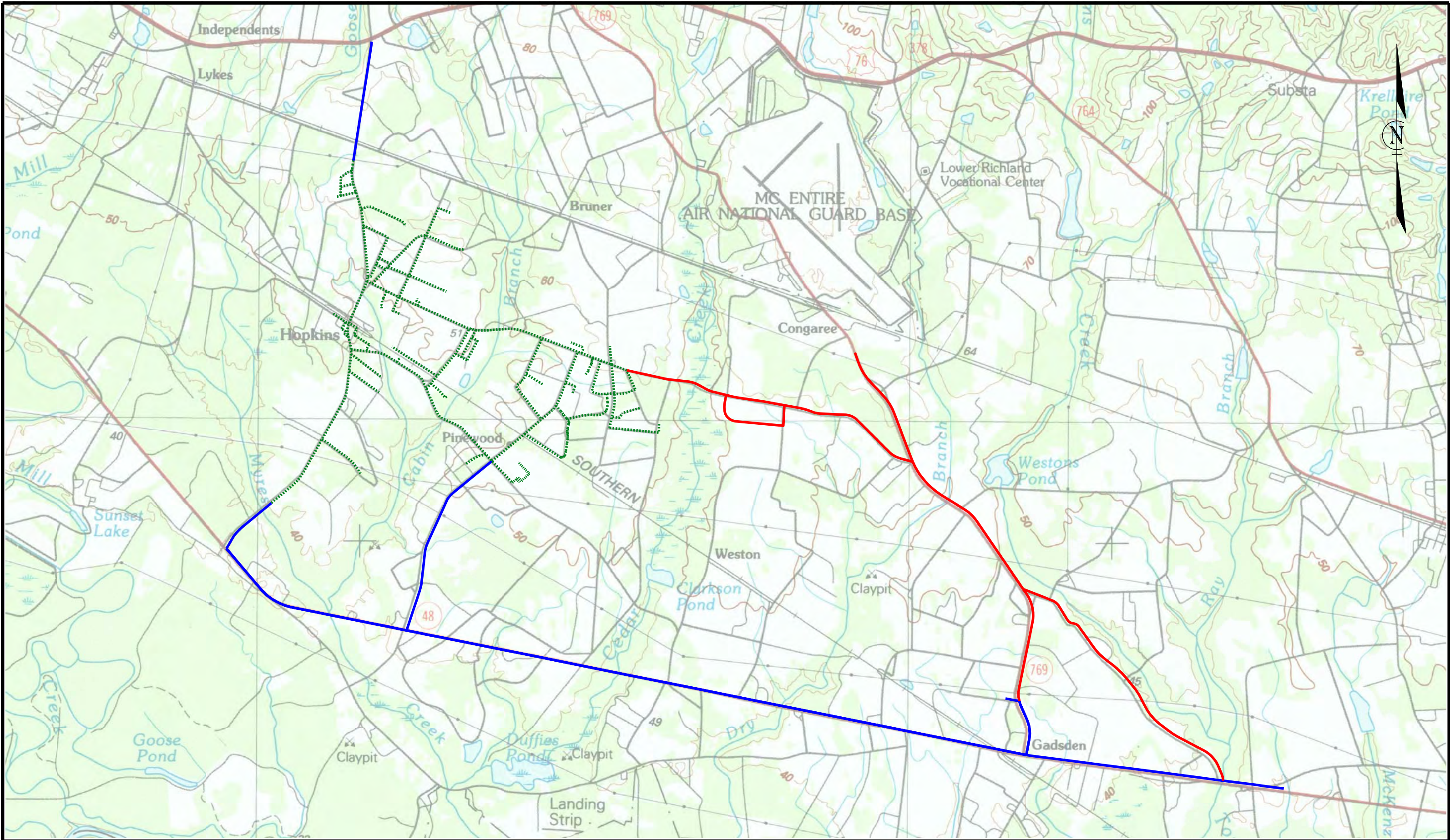
**FIGURE
5**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
- PROP. PHASE 1 WATER MAIN
- PROP. PHASE 2 WATER MAIN



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS

**USGS - PROPOSED LAYOUT MAP
RICHLAND COUNTY UTILITIES**

SHEET TITLE

**FIGURE
6**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



PROBABLE COST ESTIMATES



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*



SOUTHEAST RICHLAND WATER SYSTEM - RICHLAND COUNTY UTILITIES					
PRELIMINARY COST ESTIMATE ALTERNATIVE TWO PHASE 1					
09/21/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$115,000.00	\$115,000.00
2	CLEAR RIGHT OF WAY	31	AC	\$5,300.00	\$164,300.00
3	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
4	CONSTRUCTION STAKING	1	LS	\$30,000.00	\$30,000.00
5	SEDIMENT & EROSION CONTROL	55,000	LF	\$4.00	\$220,000.00
6	GRASSING, SEEDING, FERTILIZER	25	AC	\$3,500.00	\$87,500.00
7	12" (DR 18 C900) PVC WATER LINE	62,200	LF	\$41.00	\$2,550,200.00
8	12" (PC 250) DUCTILE IRON WATER MAIN	5,500	LF	\$80.00	\$440,000.00
9	10" (DR 18 C900) PVC WATER LINE	5,600	LF	\$35.00	\$196,000.00
10	10" (PC 250) DUCTILE IRON WATER MAIN	200	LF	\$75.00	\$15,000.00
11	DUCTILE IRON FITTINGS	300	EA	\$1,000.00	\$300,000.00
12	14" HORIZONTAL DIRECTIONAL DRILL UNDER STREAM	3700	LF	\$240.00	\$888,000.00
13	BORE AND JACK UNDER RAILROAD	500	LF	\$400.00	\$200,000.00
14	BORE & JACK 20" STEEL CASING W/ 12" D.I. (PC 250) CARRIER PIPE	400	LF	\$300.00	\$120,000.00
15	BORE & JACK 18" STEEL CASING W/ 10" D.I. (PC 250) CARRIER PIPE	100	LF	\$250.00	\$25,000.00
16	12" GATE VALVE AND VALVE BOX	24	EA	\$4,500.00	\$108,000.00
17	10" GATE VALVE AND VALE BOX	5	EA	\$3,000.00	\$15,000.00
18	WATER BOOSTER PUMP "IN-LINE"	1	EA	\$35,000.00	\$35,000.00
19	1" AIR RELEASE VALVES	10	EA	\$3,000.00	\$30,000.00
20	FIRE HYDRANT ASSEMBLY	65	EA	\$3,500.00	\$227,500.00
21	TIE TO EXISTING LINE	3	EA	\$4,500.00	\$13,500.00
22	ASPHALT DRIVEWAY REPAIR	12000	SY	\$60.00	\$720,000.00
23	CONCRETE DRIVEWAY REPAIR	1000	SY	\$40.00	\$40,000.00
24	GRAVEL DRIVEWAY REPAIR	500	TONS	\$25.00	\$12,500.00
25	3/4" SERVICE CONNECTION WITH METER	106	EA	\$2,500.00	\$265,000.00
26	3/4" POLYETHYLENE SERVICE LINE	2000	LF	\$3.50	\$7,000.00
27	3/4" POLYETHYLENE SERVICE LINE UNDER PAVEMENT	3,000	LF	\$5.50	\$16,500.00
28	10" MASTER METER	1	EA	\$175,000.00	\$175,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$7,036,000.00
CONSTRUCTION CONTINGENCY (10%)					\$703,600.00
ENGINEERING & SURVEYING (7%)					\$493,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$282,000.00
PERMITTING					\$10,000.00
RAILROAD AGREEMENT FEES					\$15,000.00
LAND PURCHASE/EASEMENTS					\$0.00
LEGAL					\$200,000.00
TOTAL PROJECT COST					\$8,740,000.00

This is a preliminary construction cost estimate. The Client understands that Joel E. Wood & Associates has no control over the costs or the price of labor, equipment, materials, or the Contractor's method of pricing. The opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates qualifications and experience. Joel E. Wood & Associates makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.



SOUTHEAST RICHLAND WATER SYSTEM - RICHLAND COUNTY UTILITIES					
PRELIMINARY COST ESTIMATE ALTERNATIVE THREE PHASE 1					
09/21/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$115,000.00	\$115,000.00
2	CLEAR RIGHT OF WAY	31	AC	\$5,300.00	\$164,300.00
3	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
4	CONSTRUCTION STAKING	1	LS	\$30,000.00	\$30,000.00
5	SEDIMENT & EROSION CONTROL	55,000	LF	\$4.00	\$220,000.00
6	GRASSING, SEEDING, FERTILIZER	25	AC	\$3,500.00	\$87,500.00
7	12" (DR 18 C900) PVC WATER LINE	62,200	LF	\$41.00	\$2,550,200.00
8	12" (PC 250) DUCTILE IRON WATER MAIN	5,500	LF	\$80.00	\$440,000.00
9	10" (DR 18 C900) PVC WATER LINE	5,600	LF	\$35.00	\$196,000.00
10	10" (PC 250) DUCTILE IRON WATER MAIN	200	LF	\$75.00	\$15,000.00
11	DUCTILE IRON FITTINGS	300	EA	\$1,000.00	\$300,000.00
12	14" HORIZONTAL DIRECTIONAL DRILL UNDER STREAM	3,700	LF	\$240.00	\$888,000.00
13	BORE AND JACK UNDER RAILROAD	500	LF	\$400.00	\$200,000.00
14	BORE & JACK 20" STEEL CASING W/ 12" D.I. (PC 250) CARRIER PIPE	400	LF	\$300.00	\$120,000.00
15	BORE & JACK 18" STEEL CASING W/ 10" D.I. (PC 250) CARRIER PIPE	100	LF	\$250.00	\$25,000.00
16	12" GATE VALVE AND VALVE BOX	24	EA	\$4,500.00	\$108,000.00
17	10" GATE VALVE AND VALE BOX	5	EA	\$3,000.00	\$15,000.00
18	WATER BOOSTER PUMP "IN-LINE"	1	EA	\$35,000.00	\$35,000.00
19	1" AIR RELEASE VALVES	10	EA	\$3,000.00	\$30,000.00
20	FIRE HYDRANT ASSEMBLY	65	EA	\$3,500.00	\$227,500.00
21	TIE TO EXISTING LINE	3	EA	\$4,500.00	\$13,500.00
22	ASPHALT DRIVEWAY REPAIR	12,000	SY	\$60.00	\$720,000.00
23	CONCRETE DRIVEWAY REPAIR	1000	SY	\$40.00	\$40,000.00
24	GRAVEL DRIVEWAY REPAIR	500	TONS	\$25.00	\$12,500.00
25	3/4" SERVICE CONNECTION WITH METER	106	EA	\$2,500.00	\$265,000.00
26	3/4" POLYETHYLENE SERVICE LINE	2,000	LF	\$3.50	\$7,000.00
27	3/4" POLYETHYLENE SERVICE LINE UNDER PAVEMENT	3,000	LF	\$5.50	\$16,500.00
TOTAL ESTIMATED CONSTRUCTION COST					\$6,861,000.00
CONSTRUCTION CONTINGENCY (10%)					\$686,100.00
ENGINEERING & SURVEYING (7%)					\$481,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$275,000.00
PERMITTING					\$10,000.00
RAILROAD AGREEMENT FEES					\$15,000.00
LAND PURCHASE/EASEMENTS					\$0.00
LEGAL					\$200,000.00
TOTAL PROJECT COST					\$8,529,000.00

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SOUTHEAST RICHLAND WATER SYSTEM - RICHLAND COUNTY UTILITIES					
PRELIMINARY COST ESTIMATE ALTERNATIVE THREE PHASE 2					
09/21/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$80,000.00	\$80,000.00
2	CLEAR RIGHT OF WAY	15	AC	\$5,300.00	\$79,500.00
3	TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00
4	CONSTRUCTION STAKING	1	LS	\$15,000.00	\$15,000.00
5	SEDIMENT & EROSION CONTROL	25,000	LF	\$4.00	\$100,000.00
6	GRASSING, SEEDING, FERTILIZER	15	AC	\$3,500.00	\$52,500.00
7	10" (DR 18 C900) PVC WATER LINE	29,800	LF	\$35.00	\$1,043,000.00
8	10" (PC 250) DUCTILE IRON WATER MAIN	4,000	LF	\$75.00	\$300,000.00
9	8" (DR 18 C900) PVC WATER LINE	7,680	LF	\$28.00	\$215,040.00
10	8" (PC 250) DUCTILE IRON WATER MAIN	750	LF	\$68.00	\$51,000.00
11	6" (DR 18 C900) PVC WATER LINE	4,880	LF	\$28.00	\$136,640.00
12	6" (PC 250) DUCTILE IRON WATER MAIN	200	LF	\$59.00	\$11,800.00
13	DUCTILE IRON FITTINGS	175	EA	\$1,000.00	\$175,000.00
14	12" HORIZONTAL DIRECTIONAL DRILL UNDER STREAM	1,000	LF	\$250.00	\$250,000.00
15	BORE & JACK 18" STEEL CASING W/ 10" D.I. (PC 250) CARRIER PIPE	1,560	LF	\$250.00	\$390,000.00
16	BORE & JACK 16" STEEL CASING W/ 8" D.I. (PC 250) CARRIER PIPE	200	LF	\$200.00	\$40,000.00
17	10" GATE VALVE AND VALVE BOX	6	EA	\$3,000.00	\$18,000.00
18	8" GATE VALVE AND VALVE BOX	18	EA	\$2,500.00	\$45,000.00
19	6" GATE VALVE AND VALE BOX	5	EA	\$2,000.00	\$10,000.00
20	1" AIR RELEASE VALVES	10	EA	\$3,000.00	\$30,000.00
21	FIRE HYDRANT ASSEMBLY	45	EA	\$3,500.00	\$157,500.00
22	TIE TO EXISTING LINE	3	EA	\$4,500.00	\$13,500.00
23	ASPHALT DRIVEWAY REPAIR	8,000	SY	\$60.00	\$480,000.00
24	CONCRETE DRIVEWAY REPAIR	500	SY	\$40.00	\$20,000.00
25	GRAVEL DRIVEWAY REPAIR	300	TONS	\$25.00	\$7,500.00
26	3/4" SERVICE CONNECTION WITH METER	96	EA	\$2,500.00	\$240,000.00
27	3/4" POLYETHYLENE SERVICE LINE	2,100	LF	\$3.50	\$7,350.00
28	3/4" POLYETHYLENE SERVICE LINE UNDER PAVEMENT	1,000	LF	\$5.50	\$5,500.00
TOTAL ESTIMATED CONSTRUCTION COST					\$3,983,830.00
CONSTRUCTION CONTINGENCY (10%)					\$398,383.00
ENGINEERING & SURVEYING (7%)					\$279,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$160,000.00
PERMITTING					\$10,000.00
RAILROAD AGREEMENT FEES					\$0.00
LAND PURCHASE/EASEMENTS					\$0.00
TAP FEES					\$0.00
LEGAL					\$200,000.00
TOTAL PROJECT COST					\$5,032,000.00

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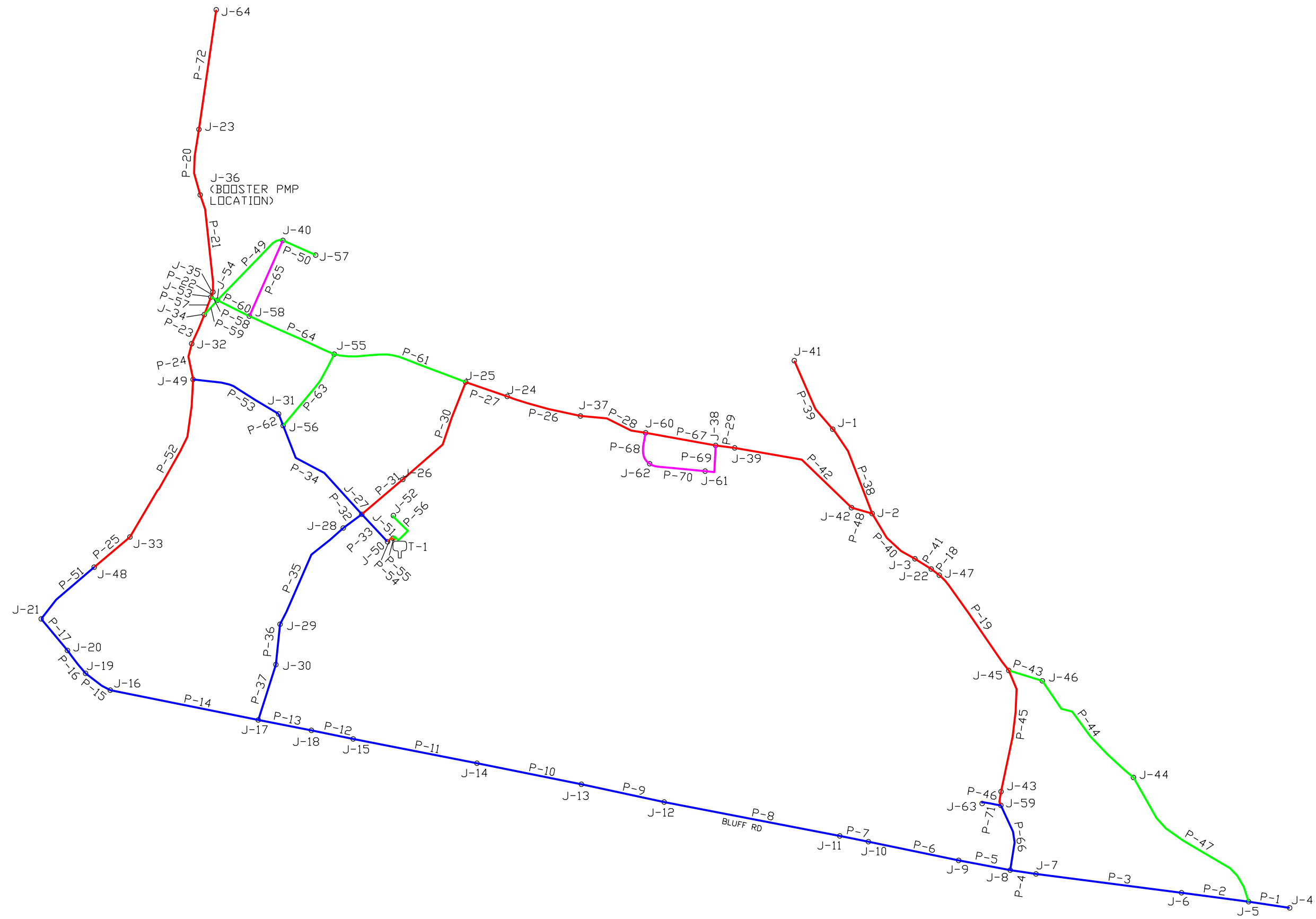
HYDRAULIC ANALYSIS



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*



LEGEND	
— 6" WATER MAIN	— 24" WATER MAIN
— 8" WATER MAIN	○ JUNCTION
— 10" WATER MAIN	⊡ WATER TANK
— 12" WATER MAIN	



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS
WATER MODEL SCHEMATIC MAP
 RICHLAND COUNTY UTILITIES

SHEET TITLE	DATE: 10/1/2018
FIGURE 1	SCALE: N.T.S.
	JOB NO.: 180611
	SHEET: 1 OF 1

Southeast Richland County Water System Improvements

Average Day Flow Results

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-1	200.0	3.63	339.4	60
J-2	180.0	3.63	339.4	69
J-3	155.0	3.63	339.4	80
J-4	130.0	3.63	339.4	91
J-5	120.0	3.63	339.4	95
J-6	140.0	3.63	339.4	86
J-7	150.0	3.63	339.4	82
J-8	140.0	3.63	339.4	86
J-9	150.0	3.63	339.4	82
J-10	150.0	3.63	339.4	82
J-11	150.0	3.63	339.5	82
J-12	150.0	3.63	339.5	82
J-13	150.0	3.63	339.5	82
J-14	150.0	3.63	339.6	82
J-15	190.0	3.63	339.6	65
J-16	130.0	3.63	339.7	91
J-17	140.0	3.63	339.7	86
J-18	180.0	3.63	339.6	69
J-19	160.0	3.63	339.7	78
J-20	160.0	3.63	339.7	78
J-21	160.0	3.63	339.7	78
J-22	110.0	3.63	339.4	99
J-23	210.0	3.63	339.7	56
J-24	190.0	3.63	339.6	65
J-25	190.0	3.63	339.7	65
J-26	190.0	3.63	339.8	65
J-27	170.0	3.63	339.8	73
J-28	170.0	3.63	339.8	73
J-29	140.0	3.63	339.7	86
J-30	140.0	3.63	339.7	86
J-31	160.0	3.63	339.7	78
J-32	166.0	3.63	339.7	75
J-33	140.0	3.63	339.7	86
J-34	170.0	3.63	339.7	73
J-35	170.0	3.63	339.7	73
J-36	200.0	3.63	339.7	60
J-37	190.0	3.63	339.6	65
J-38	190.0	3.63	339.5	65
J-39	190.0	3.63	339.5	65
J-40	200.0	3.63	339.7	60
J-41	220.0	3.63	339.4	52
J-42	180.0	3.63	339.4	69
J-43	160.0	3.63	339.4	78
J-44	140.0	3.63	339.4	86
J-45	160.0	3.63	339.4	78
J-46	140.0	3.63	339.4	86
J-47	140.0	3.63	339.4	86
J-48	130.0	3.63	339.7	91

Southeast Richland County Water System Improvements

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-49	164.0	3.63	339.7	76
J-50	170.0	3.63	340.0	74
J-51	170.0	3.63	340.0	74
J-52	170.0	3.63	340.0	74
J-53	167.0	3.63	339.7	75
J-54	170.0	3.63	339.7	73
J-55	170.0	3.63	339.7	73
J-56	155.0	3.63	339.7	80
J-57	200.0	3.63	339.7	60
J-58	166.0	3.63	339.7	75
J-59	156.0	3.63	339.4	79
J-60	175.0	3.63	339.5	71
J-61	180.0	3.63	339.5	69
J-62	170.0	3.63	339.5	73
J-63	156.0	3.63	339.4	79
J-64	240.0	3.63	339.7	43

Southeast Richland County Water System Improvements

Average Day Flow Results

Pipe Report:

Pipe	Dia (In)	Length	Start Node	End Node	Material	Roughness	Flow (GPM)	Velocity (fps)
P-1	12	1728	J-4	J-5	PVC	150	-3.63	0.01
P-2	12	2819	J-5	J-6	PVC	150	-8.70	0.02
P-3	12	6109	J-6	J-7	PVC	150	-12.33	0.03
P-4	12	1083	J-7	J-8	PVC	150	-15.96	0.05
P-5	12	2184	J-8	J-9	PVC	150	-34.39	0.10
P-6	12	3840	J-9	J-10	PVC	150	-38.02	0.11
P-7	12	1215	J-10	J-11	PVC	150	-41.65	0.12
P-8	12	7444	J-11	J-12	PVC	150	-45.28	0.13
P-9	12	3526	J-12	J-13	PVC	150	-48.91	0.14
P-10	12	4434	J-13	J-14	PVC	150	-52.54	0.15
P-11	12	5250	J-14	J-15	PVC	150	-56.17	0.16
P-12	12	1777	J-15	J-18	PVC	150	-59.80	0.17
P-13	12	2253	J-18	J-17	PVC	150	-63.43	0.18
P-14	12	6284	J-17	J-16	PVC	150	2.75	0.01
P-15	12	1248	J-16	J-19	PVC	150	-0.88	0.00
P-16	12	1215	J-19	J-20	PVC	150	-4.51	0.01
P-17	12	1710	J-20	J-21	PVC	150	-8.14	0.02
P-18	10	421	J-22	J-47	PVC	150	9.17	0.04
P-19	10	4917	J-47	J-45	PVC	150	5.54	0.02
P-20	10	2789	J-23	J-36	PVC	150	-7.26	0.03
P-21	10	4081	J-36	J-35	PVC	150	-10.89	0.04
P-22	10	227	J-35	J-53	PVC	150	-14.52	0.06
P-23	10	1324	J-34	J-32	PVC	150	-25.87	0.11
P-24	10	1529	J-32	J-49	PVC	150	-29.50	0.12
P-25	10	1947	J-33	J-48	PVC	150	15.40	0.06
P-26	10	3160	J-24	J-37	PVC	150	52.73	0.22
P-27	10	1827	J-24	J-25	PVC	150	-56.36	0.23
P-28	10	2841	J-37	J-60	PVC	150	49.10	0.20
P-29	10	797	J-38	J-39	PVC	150	34.58	0.14
P-30	10	4977	J-25	J-26	PVC	150	-52.10	0.21
P-31	10	2237	J-26	J-27	PVC	150	-55.73	0.23
P-32	12	960	J-27	J-28	PVC	150	80.69	0.23
P-33	12	1567	J-27	J-50	PVC	150	-221.43	0.63
P-34	12	5108	J-27	J-56	PVC	150	81.38	0.23
P-35	12	4908	J-28	J-29	PVC	150	77.06	0.22
P-36	12	1690	J-29	J-30	PVC	150	73.43	0.21
P-37	12	2417	J-30	J-17	PVC	150	69.80	0.20
P-38	10	3902	J-1	J-2	PVC	150	-7.26	0.03
P-39	10	3304	J-41	J-1	PVC	150	-3.63	0.01
P-40	10	2651	J-2	J-3	PVC	150	16.43	0.07
P-41	10	801	J-3	J-22	PVC	150	12.80	0.05
P-42	10	5717	J-39	J-42	PVC	150	30.95	0.13
P-43	8	1461	J-46	J-45	PVC	150	-5.82	0.04
P-44	8	5636	J-46	J-44	PVC	150	2.19	0.01
P-45	10	5165	J-45	J-43	PVC	150	-3.91	0.02
P-46	10	595	J-43	J-59	PVC	150	-7.54	0.03
P-47	8	7290	J-44	J-5	PVC	150	-1.44	0.01
P-48	10	893	J-42	J-2	PVC	150	27.32	0.11
P-49	8	3765	J-40	J-54	PVC	150	-4.62	0.03
P-50	8	1497	J-40	J-57	PVC	150	3.63	0.02
P-51	12	3096	J-48	J-21	PVC	150	11.77	0.03
P-52	10	7213	J-49	J-33	PVC	150	19.03	0.08
P-53	12	3918	J-49	J-31	PVC	150	-52.16	0.15
P-54	24	326	J-50	J-51	Ductile Iron	130	-225.06	0.16
P-55	24	111	J-51	T-10	Ductile Iron	130	-232.32	0.16

Southeast Richland County Water System Improvements

Pipe	Dia (In)	Length	Start Node	End Node	Material	Roughness	Flow (GPM)	Velocity (fps)
P-56	8	1790	J-51	J-52	PVC	150	3.63	0.02
P-57	10	776	J-53	J-34	PVC	150	-14.64	0.06
P-58	8	303	J-53	J-54	PVC	150	-3.51	0.02
P-59	8	809	J-54	J-34	PVC	150	-7.60	0.05
P-60	8	1483	J-54	J-58	PVC	150	-4.15	0.03
P-61	8	5687	J-55	J-25	PVC	150	7.90	0.05
P-62	12	522	J-56	J-31	PVC	150	55.79	0.16
P-63	8	3673	J-56	J-55	PVC	150	21.96	0.14
P-64	8	3872	J-58	J-55	PVC	150	-10.43	0.07
P-65	6	3445	J-58	J-40	PVC	150	2.64	0.03
P-66	12	2823	J-59	J-8	PVC	150	-14.80	0.04
P-67	10	2966	J-60	J-38	PVC	150	35.44	0.14
P-68	6	1390	J-60	J-62	PVC	150	10.04	0.11
P-69	6	1491	J-61	J-38	PVC	150	2.78	0.03
P-70	6	2345	J-62	J-61	PVC	150	6.41	0.07
P-71	12	848	J-63	J-59	PVC	150	-3.63	0.01
P-72	10	5030	J-23	J-64	PVC	150	3.63	0.01

Southeast Richland County Water System Improvements

Peak Day Flow Results

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-1	200.0	5.44	338.8	60
J-2	180.0	5.44	338.8	69
J-3	155.0	5.44	338.8	80
J-4	130.0	5.44	338.8	90
J-5	120.0	5.44	338.8	95
J-6	140.0	5.44	338.8	86
J-7	150.0	5.44	338.8	82
J-8	140.0	5.44	338.8	86
J-9	150.0	5.44	338.8	82
J-10	150.0	5.44	338.8	82
J-11	150.0	5.44	338.8	82
J-12	150.0	5.44	338.9	82
J-13	150.0	5.44	339.0	82
J-14	150.0	5.44	339.1	82
J-15	190.0	5.44	339.2	65
J-16	130.0	5.44	339.3	91
J-17	140.0	5.44	339.3	86
J-18	180.0	5.44	339.2	69
J-19	160.0	5.44	339.3	78
J-20	160.0	5.44	339.3	78
J-21	160.0	5.44	339.3	78
J-22	110.0	5.44	338.8	99
J-23	210.0	5.44	339.3	56
J-24	190.0	5.44	339.2	65
J-25	190.0	5.44	339.3	65
J-26	190.0	5.44	339.5	65
J-27	170.0	5.44	339.6	73
J-28	170.0	5.44	339.6	73
J-29	140.0	5.44	339.4	86
J-30	140.0	5.44	339.3	86
J-31	160.0	5.44	339.4	78
J-32	166.0	5.44	339.3	75
J-33	140.0	5.44	339.3	86
J-34	170.0	5.44	339.3	73
J-35	170.0	5.44	339.3	73
J-36	200.0	5.44	339.3	60
J-37	190.0	5.44	339.1	64
J-38	190.0	5.44	338.9	64
J-39	190.0	5.44	338.9	64
J-40	200.0	5.44	339.3	60
J-41	220.0	5.44	338.8	51
J-42	180.0	5.44	338.8	69
J-43	160.0	5.44	338.8	77
J-44	140.0	5.44	338.8	86
J-45	160.0	5.44	338.8	77
J-46	140.0	5.44	338.8	86
J-47	140.0	5.44	338.8	86
J-48	130.0	5.44	339.3	91

Southeast Richland County Water System Improvements

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-49	164.0	5.44	339.3	76
J-50	170.0	5.44	340.0	74
J-51	170.0	5.44	340.0	74
J-52	170.0	5.44	340.0	74
J-53	167.0	5.44	339.3	75
J-54	170.0	5.44	339.3	73
J-55	170.0	5.44	339.3	73
J-56	155.0	5.44	339.4	80
J-57	200.0	5.44	339.3	60
J-58	166.0	5.44	339.3	75
J-59	156.0	5.44	338.8	79
J-60	175.0	5.44	339.0	71
J-61	180.0	5.44	338.9	69
J-62	170.0	5.44	338.9	73
J-63	156.0	5.44	338.8	79
J-64	240.0	5.44	339.3	43

Southeast Richland County Water System Improvements

Peak Day Flow Results

Pipe Report:

Pipe	Dia (In)	Length	Start Node	End Node	Material	Roughness	Flow (GPM)	Velocity (fps)
P-1	12	1728	J-4	J-5	PVC	150	-5.44	0.02
P-2	12	2819	J-5	J-6	PVC	150	-13.05	0.04
P-3	12	6109	J-6	J-7	PVC	150	-18.49	0.05
P-4	12	1083	J-7	J-8	PVC	150	-23.94	0.07
P-5	12	2184	J-8	J-9	PVC	150	-51.58	0.15
P-6	12	3840	J-9	J-10	PVC	150	-57.02	0.16
P-7	12	1215	J-10	J-11	PVC	150	-62.47	0.18
P-8	12	7444	J-11	J-12	PVC	150	-67.91	0.19
P-9	12	3526	J-12	J-13	PVC	150	-73.36	0.21
P-10	12	4434	J-13	J-14	PVC	150	-78.80	0.22
P-11	12	5250	J-14	J-15	PVC	150	-84.25	0.24
P-12	12	1777	J-15	J-18	PVC	150	-89.69	0.25
P-13	12	2253	J-18	J-17	PVC	150	-95.14	0.27
P-14	12	6284	J-17	J-16	PVC	150	4.12	0.01
P-15	12	1248	J-16	J-19	PVC	150	-1.32	0.00
P-16	12	1215	J-19	J-20	PVC	150	-6.77	0.02
P-17	12	1710	J-20	J-21	PVC	150	-12.21	0.03
P-18	10	421	J-22	J-47	PVC	150	13.76	0.06
P-19	10	4917	J-47	J-45	PVC	150	8.32	0.03
P-20	10	2789	J-23	J-36	PVC	150	-10.89	0.04
P-21	10	4081	J-36	J-35	PVC	150	-16.34	0.07
P-22	10	227	J-35	J-53	PVC	150	-21.78	0.09
P-23	10	1324	J-34	J-32	PVC	150	-38.81	0.16
P-24	10	1529	J-32	J-49	PVC	150	-44.25	0.18
P-25	10	1947	J-33	J-48	PVC	150	23.10	0.09
P-26	10	3160	J-24	J-37	PVC	150	79.10	0.32
P-27	10	1827	J-24	J-25	PVC	150	-84.55	0.35
P-28	10	2841	J-37	J-60	PVC	150	73.66	0.30
P-29	10	797	J-38	J-39	PVC	150	51.88	0.21
P-30	10	4977	J-25	J-26	PVC	150	-78.15	0.32
P-31	10	2237	J-26	J-27	PVC	150	-83.59	0.34
P-32	12	960	J-27	J-28	PVC	150	121.04	0.34
P-33	12	1567	J-27	J-50	PVC	150	-332.14	0.94
P-34	12	5108	J-27	J-56	PVC	150	122.07	0.35
P-35	12	4908	J-28	J-29	PVC	150	115.59	0.33
P-36	12	1690	J-29	J-30	PVC	150	110.15	0.31
P-37	12	2417	J-30	J-17	PVC	150	104.70	0.30
P-38	10	3902	J-1	J-2	PVC	150	-10.89	0.04
P-39	10	3304	J-41	J-1	PVC	150	-5.44	0.02
P-40	10	2651	J-2	J-3	PVC	150	24.65	0.10
P-41	10	801	J-3	J-22	PVC	150	19.21	0.08
P-42	10	5717	J-39	J-42	PVC	150	46.43	0.19
P-43	8	1461	J-46	J-45	PVC	150	-8.73	0.06
P-44	8	5636	J-46	J-44	PVC	150	3.29	0.02
P-45	10	5165	J-45	J-43	PVC	150	-5.86	0.02
P-46	10	595	J-43	J-59	PVC	150	-11.31	0.05
P-47	8	7290	J-44	J-5	PVC	150	-2.16	0.01
P-48	10	893	J-42	J-2	PVC	150	40.99	0.17
P-49	8	3765	J-40	J-54	PVC	150	-6.92	0.04
P-50	8	1497	J-40	J-57	PVC	150	5.44	0.03
P-51	12	3096	J-48	J-21	PVC	150	17.66	0.05
P-52	10	7213	J-49	J-33	PVC	150	28.55	0.12
P-53	12	3918	J-49	J-31	PVC	150	-78.25	0.22
P-54	24	326	J-50	J-51	Ductile Iron	130	-337.59	0.24
P-55	24	111	J-51	T-10	Ductile Iron	130	-348.48	0.25
P-56	8	1790	J-51	J-52	PVC	150	5.44	0.03
P-57	10	776	J-53	J-34	PVC	150	-21.96	0.09
P-58	8	303	J-53	J-54	PVC	150	-5.26	0.03
P-59	8	809	J-54	J-34	PVC	150	-11.40	0.07

Southeast Richland County Water System Improvements

Pipe	Dia (In)	Length	Start Node	End Node	Material	Roughness	Flow (GPM)	Velocity (fps)
P-60	8	1483	J-54	J-58	PVC	150	-6.23	0.04
P-61	8	5687	J-55	J-25	PVC	150	11.85	0.08
P-62	12	522	J-56	J-31	PVC	150	83.69	0.24
P-63	8	3673	J-56	J-55	PVC	150	32.93	0.21
P-64	8	3872	J-58	J-55	PVC	150	-15.64	0.10
P-65	6	3445	J-58	J-40	PVC	150	3.97	0.05
P-66	12	2823	J-59	J-8	PVC	150	-22.20	0.06
P-67	10	2966	J-60	J-38	PVC	150	53.16	0.22
P-68	6	1390	J-60	J-62	PVC	150	15.05	0.17
P-69	6	1491	J-61	J-38	PVC	150	4.16	0.05
P-70	6	2345	J-62	J-61	PVC	150	9.61	0.11
P-71	12	848	J-63	J-59	PVC	150	-5.44	0.02
P-72	10	5030	J-23	J-64	PVC	150	5.44	0.02

Fire Flow Results

Fire Flow Scenario #1

Lower Richland Blvd (J-64)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-64	240.0	1005.5	317.7	34.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-72	10	5030	150	-1005.5	4.11

Lowest System Pressure: J-64, 34 psi

* In order to have sustainable pressure in the system a booster pump must be installed at J-36

Fire Flow Scenario #2

Horrell Hill Road (J-57)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-57	200.0	1005.5	272.8	32

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-50	8	1497	150	1005.5	6.42

Lowest System Pressure: J-57, 32 psi

Fire Flow Scenario #3

Bluff Road (J-21)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-21	160.0	1005.5	320.0	69.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-51	12	3096	150	431.1	1.22

Lowest System Pressure: J-41, 47 psi

Fire Flow Scenario #4

Bluff Road (J-17)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-17	140.0	1005.5	325.1	80.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-37	12	2417	150	680.1	1.93

Lowest System Pressure: J-41, 47 psi

Southeast Richland County Water System Improvements

Fire Flow Scenario #5

Congaree Road (J-41)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-41	220.0	1005.5	270.8	22.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-39	10	3304	150	-1005.5	4.11

Lowest System Pressure: J-41, 22 psi

Fire Flow Scenario #6

Goodwin Road (J-63)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-63	156.0	1005.5	295.3	60.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-71	12	848	150	-1005.5	2.85

Lowest System Pressure: J-41, 39 psi

Fire Flow Scenario #7

Bluff Road (J-4)

Junction Report:

Junction	Elev (Ft)	Demand (GPM)	HGL (Ft)	Pressure (psi)
J-4	130.0	1005.5	283.8	67.00

Pipe Report:

Pipe	Dia (In)	Length	Roughness	Flow (GPM)	Velocity (fps)
P-1	12	1728	150	-1005.5	2.85

Lowest System Pressure: J-41, 39 psi



CITY OF COLUMBIA BULK PURCHASE CONTRACT



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2013-038

Establishing a Bulk Water Policy with respect to the Sale of Potable Water

WHEREAS, the City of Columbia owns, operates and maintains a regional water treatment and distribution system; and,

WHEREAS, it is the intent and desire of Columbia City Council to promulgate a policy with respect to the provision of bulk water sales; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 19th day of March, 2013, that the following policy be adopted with regard to the provision of bulk water sales to third parties:

1. Bulk Water Agreements are approved by Council with recommendation by Utilities and Engineering when in the best interest of the City.

Consideration will be made on a case by case basis depending on operating capacities at the point of sale combined with future growth needs of the City's distribution system.

2. Capacity is verified by Purchaser's engineer using current City of Columbia and SCDHEC Regulations.

Calculations are to be provided to the City of Columbia for review and approval. City reserves the right to approve or disapprove based current and/or future capacity needs of the City's distribution system. Purchaser's engineer must provide recommended meter size and location required to meet the demands of the purchaser.

3. City does not guarantee any level of service including water quality or quantity beyond Purchaser's meter connection.

Purchaser is responsible for all aspects of maintaining water quality standards

4. Purchased water shall only be distributed within Purchaser's service area. Purchaser may sell to other water providers (Bulk Water Customers) provided that the customers are not contiguous to the City's service area and the Purchaser does not solely rely on the City's water service to provide adequate service.

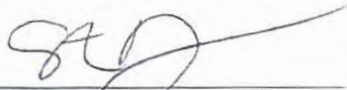
5. The City may terminate service for any reason after twenty-four (24) hour notification. Service may be limited at any time for emergencies such as water main break and/or maintenance purposes.

6. Rates for service shall be in accordance with the current rate schedule and are subject to any future increases as approved by Council.


7. Purchaser is responsible for obtaining any easements and/or permits associated with the Bulk Water Sale.

Requested by:

Mayor and City Council



MAYOR

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced: 3/19/2013

Final Reading: 3/19/2013

easements and in accordance with plans approved by Columbia. County will not place the system in operation until final inspection and final approval is given by Columbia. County shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any other federal or state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to County. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to County are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to County are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to County, to terminate this Agreement and cease furnishing water to County.

5. County shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery points shall be the sole responsibility of County, at no cost to Columbia.

8. County shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery points.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery points, but shall not be liable to County for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify County as soon as is practicable in advance of any reduction in the amount of water made available to County. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to County and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, County shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to County or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections. No claims shall be made against Columbia by County by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be for a period of five (5) years from the date this Agreement is executed by County. County may extend this Agreement for an additional five (5) year term by giving Columbia written notice ninety (90) days prior to the end of the initial five (5) year term.

11. Upon execution of this Agreement, Columbia and County mutually agree to terminate the existing agreement between Columbia and County by written agreement to terminate and such agreement shall be null and void and no longer legally binding upon Columbia or County. This Agreement is contingent upon the execution of a written agreement to terminate by Columbia and County.

12. County may terminate this Agreement upon ninety (90) days written notice to the City.

13. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. County shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia. Such consent will not be unreasonably withheld by Columbia or County. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

14. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia	Attention: City Manager Post Office Box 147 Columbia, SC 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
COUNTY	Attention: County Administrator XXX	With a copy to:	County Attorney XXX

15. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and County agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement.

16. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or County. Jurisdiction of any action brought by Columbia or County under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

17. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

COUNTY

APPENDIX A

ORIGINAL
STAMPED IN RED

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	7.58	12.90
1	7.58	12.90
1½	7.58	12.90
2	12.14	20.63
3	24.28	41.27
4	37.94	64.49
6	75.88	129.00
8	121.42	206.40
10	189.71	322.50

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	3.94	6.71

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	12.30	15.65
1	17.35	22.91
1½	22.38	30.17
2	32.46	44.65
3	52.60	73.67
4	92.88	131.69
6	193.58	276.76
8	274.13	392.82
10	603.90	867.93

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

This ordinance is effective as of July 1, 2018.

Requested by:

Mayor and City Council



Mayor

Approved by:

Geneva Wilson
City Manager

Approved as to form:

[Signature]

City Attorney

ATTEST:

Erica D. Moore

City Clerk

Public Hearing: 6/5/2018

Introduced: 6/5/2018

Final Reading: 6/19/2018

ORIGINAL
STAMPED IN RED

FEASIBILITY REPORT

**NORTH-NORTHWEST RICHLAND COUNTY
WATER SYSTEM IMPROVEMENTS**

FOR

**RICHLAND COUNTY UTILITIES
7525 BROAD RIVER ROAD
IRMO, SOUTH CAROLINA 29063**



REV. OCTOBER 16, 2018



JOEL E. WOOD & ASSOCIATES

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Feasibility Report For North-Northwest Richland County Water System Improvements

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- North Service Area System Expansion
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- 500,000 Gallon Elevated Water Storage Tank

City of Columbia Bulk Purchase Contract
NCWSA Conditions for Sale



I. GENERAL

The Richland County, South Carolina (County) is legally constituted under the laws of the State of South Carolina. As such, the County is legally capable of receiving grants and loans for the



purpose of owning and operating a public utility system within the County's service area as shown in Figure 1 contained herein. The County is in the process of exploring options to apply for loans and grants to finance the construction of a water system to serve the residents and businesses within the north and northwest portions of Richland County.

The County currently owns and operates the Murray Point Water system within the proposed project area. The Murray Point Water System is approximately 30 years old and serves approximately twenty (20) users. The SCDHEC approved water system consist of a deep well, a 7,000-gallon hydropneumatics tank and approximately 3,100 feet of 6" water line. RCU plans to enter into an agreement to purchase water from the City of Columbia as a solution for the need of additional water supply for the Murray Point water system.

The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Planning and Management with engineering assistance from Joel Wood & Associates prepared "Richland County Master Plan" (2002 Plan) dated October of 2002. In 2016 AECOM prepared an additional master plan being called "Water and Sewer Master Plan for Richland County Utilities (2016 Plan)". These two "Plans" are adopted by reference and will be implemented into the preparation of a Feasibility Study (Study) for a water system to serve the north and northwest portions of Richland County. The water system developed in this Study will meet the current and long-range needs for water service in the north and northwest sections of Richland County.

The planning area for the north-northwest portion of Richland County is as shown on the attached map (Figure 1). The proposed water system will be planned for a thirty (30) year growth period with materials selected for a forty (40) year useful life cycle. Detailed build-out projections for



the project area were taken from the 2016 Plan. Build-out projections taken from the 2016 Plan were used to size the water system components to meet the current and future needs for the north and northwest portion of Richland County.

At this time, there are five public or private water service providers in the planning area. These service providers are as shown of Figure 2 contained herein. The City of Columbia, the Town of Winnsboro and Newberry County Water and Sewer Authority (NCWSA) provide water service to users surrounding the planning area and are a potential source of water supply for the north and northwest portions of the County. Carolina Water Services and Ni America provide water to customers in the area but are not a potential source for water supply in the north and northwest portions of the County. The potential water sources are explored in further detail in a later section of this Report.

Richland County Utilities (RCU), a Department of Richland County, owns, operates and maintains the Murray Point Water System in the northwest planning area.



The Murray Point water system serves approximately 20 customers with an existing well, a 7,000-gallon hydropneumatics water storage tank and approximately 3,100 linear feet of 6” water distribution line. The Murray Point Water System does not have the capacity to serve the proposed project area but RCU could build a new water purification plant on the Broad River to serve the north and northwest sections of the project area. Another option for water supply is to purchase water from the City of Columbia at bulk rates, or purchase water at bulk rates from Newberry County Water and Sewer Authority, or purchase water from the Town of Winnsboro. These options are explored in other sections of this Report. The County does not have an existing water system in the north planning area.

The north and northwest planning areas have great potential but there are no private or existing public utilities that we are aware of that have plans for the task of expanding into these areas. Richland County realizes the need and is exploring the task of providing a safe and dependable water supply for this portion of the County.



This project was initiated by an action of Richland County Council to explore the feasibility of developing a water system, that: 1) promotes orderly growth within the County; 2) adequate water service be provided to prevent a proliferation of small water systems; 3) the number of single home systems be reduced and, more specifically a safe and dependable water supply be provided for the planning area, and 4) will provide potential to serve proposed industrial areas in the north-northwest planning area.

The overall objective of the project is to provide the most cost-effective method to provide water service to the planning area that would benefit from a safe and dependable water supply and to provide water to existing and potential industrial users. The water system contained herein will meet or exceed the South Carolina Department of Health and Environmental Control's (SCDHEC) minimum requirements. The County contracted with Joel E. Wood & Associates, L.L.C. to prepare a Study for a construction project that will provide a means to serve the north and northwest planning areas and that will be in compliance with the 2002 and 2016 Plan. The conclusions and recommendations presented in this Study are based on a systematic evaluation of each alternative available to the County to provide service to the north and northwest planning areas. Joel E. Wood & Associates, L.L.C. has taken the information produced by this analysis and prepared a Feasibility Study that includes development of Preliminary Cost Estimates for the proposed alternatives. From those cost estimates the best alternative to provide service to the north and northwest planning areas was selected. The Proposed Cost Estimates can be found in Appendix of this report.



For any of the proposed alternatives to be successful it is important that the County create an Ordinance that will define the County's service area and that restricts any other service provider from entering the service area without the approval of County Council. In addition, the proposed Ordinance shall require that any water infrastructure constructed in the north and northwest planning areas be dedicated to the County.



II. PROJECT PLANNING AREA

A. LOCATION

The water system proposed by the County is located in the north and northwest sections of Richland County and is depicted on Figure 3 “System Map” contained herein. All linear line extensions, master meters, booster pumps valves, etc. will be constructed in existing SCDOT highway rights-of-way. If a new water plant or new elevated water tanks are



constructed they would require the acquisition of sites from individual property owners. Site selection was not part of this Study but general areas for such infrastructure are shown. If the County selects an alternative and moves forward an Environmental Assessment (EA) and a Preliminary Engineering Report (PER) will be required. During this process, adjustments can be made to accommodate availability of property and minimize impacts to the environment.

B. ENVIRONMENTAL RESOURCES PRESENT

The proposed project lies entirely within the County’s designated service area as shown on Figure 1 contained in Section One of the Report. The location of each proposed component of the system is shown on Figure 3 “System Map” contained herein. An alternative will be selected that, if implemented, will not have an adverse impact on the natural ecosystems within the area, as well as no impact on agricultural functions.

C. GROWTH AREAS AND POPULATION TRENDS

The County’s proposed service area has a recorded population in 2010 Census of 384,507 based on 2.52 persons per household. The 2016 Plan projects the population of Richland County to grow by approximately 32% between 2010 and 2035. The projected growth in the majority of the north planning area can be classified as low to moderate growth with a portion of the area designated for a major industrial park by Richland County. The projected growth in the majority of the northwest planning area can be classified



as rapid to moderate growth. The Central Midlands Council of Governments (COG) has published growth projections for Richland County as Follows:

TABLE ONE
POPULATON TREND
 Central Midland Council of Governments

	2010	2020	2030	2040	2050
Richland County	384,507	456,027	532,702	613,854	706,818
North	5,505	7,250	9,400	13,150	21,238
Northwest	45,230	57,300	68,300	78,150	89,795

The North Planning area has 2.8 persons per household, therefore in 2020 there should be a potential of 2,589 households in the project area. With an initial user sign up of 6% you could expect to have 151 users in 2020. The Northwest Planning area has 2.4 persons per household, therefore in 2020 there should be a potential of 23,875 households in the project area. With an initial sign up of 2.3% you could expect to have 569 users in 2020. Population growth was a baseline parameter used to project future resource needs in the 2002 Plan and the 2016 Plan. However, other factors such as economic expansion can have an impact of growth in an area. The proposed project should not foster unusual growth patterns or stimulate any unusual increases in growth rate. Richland County does NOT have a mandatory connection ordinance nor is there an indication that one will be enacted, that requires connection to a system. There are also no requirements to pay a water availability fee once the system is constructed. Therefore, it can be expected that all the potential customers will not connect to a new water system in the project area. We expect that 15 % of the potential customers will connect to the system within the first five years and approximately 35% of the potential customers will be connected by 2035.



III. EXISTING FACILITIES

A. LOCATION MAPS

The proposed project lies entirely within the County's designated service area as shown on Figure 1 contained in Section One of the Report. The location of each proposed component of the system is shown on Figure 3 "System Map" contained herein.

B. HISTORY

At this time, there are five public or private water service providers in the planning area. These service providers are as shown of Figure 2 contained herein. The City of Columbia, the Town of Winnsboro and Newberry County Water and Sewer Authority provide water service to users surrounding the planning area and are a potential source of water supply for the north and northwest portions of the County. Carolina Water Services and Ni America provide water to customers in the area but are not a potential source for water supply in the north and northwest portion of the County. The potential water sources are explored in further detail in a later section of this Report.



Richland County Utilities (RCU), a Department of Richland County, owns, operates and maintains the Murray Point Water System in the northwest planning area. The Murray Point Water System does not have the capacity to serve the proposed project area. The Murray Point water system serves approximately 20 customers with an existing well, a 7,000-gallon hydropneumatics water storage tank an approximately 3,100 linear feet of 6" water distribution line. The County does not have an existing water system in the north planning area

C. CONDITION OF FACILITIES

RCU currently operates the Murray Point Water System in the Northwest portion of the County. The Murray Point Water System currently meets the requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and the Safe Drinking Water Act. RCU plans to enter into an agreement to purchase water from the City of Columbia



as a solution for the need of additional water supply for the Murray Point Water System. additional water supply for the Murray Point Water System. The well and distribution system have been in operation for approximately 30 years and have been maintained in accordance with SCDHEC regulations. Currently, RCU is purchasing water from the City of Columbia under an emergency agreement until a bulk purchase contract can be negotiated with the City.

D. FINANCIAL STATUS

Table 1 located in the Appendix of this report shows the existing “Water Rate Schedule” implemented by RCU. Table 2 shows the annual water usage used by existing RCU customers for the Hopkins Water System & Pond Drive System for the twelve-month period beginning July 1, 2017 and ending June 30, 2018. Although, these systems are located outside the proposed project area a similar water usage can be expected for the north and northwest service areas. Table 3 shows the projected water users for the first full year of operation by category for the proposed system expansion. Table 4 lists the projected operating budget for Alternative Two for the first full year of operation after all proposed improvements are in place. Table 5 lists the projected operating budget for Alternative Three for the first full year of operation after all proposed improvements are in place. Table 6 lists the projected operating budget for Alternative Four for the first full year of operation after all proposed improvements are in place. Table 7 shows the breakdown of water costs to buy water from the City of Columbia which is part of Alternative Two. Table 8 shows the breakdown of water costs to buy water from Newberry County Water & Sewer Authority which is part of Alternative Three. The County reports that they are current with all debt and that all reserve funds are current. A comparison between alternatives considered for the Year 2020 Projected Operating Budget is highlighted below. Note that the proposed budget does include the capital cost of the system expansion. See Tables in the Appendix for a more detailed breakdown.

Projected Year 2020 Projected Operating Budget				
	Alt. # 2	Alt. # 3	Alt. # 4	Alt. # 5
Total Operating Revenue	\$411,070	\$411,070	\$411,070	No Change
Total Operating Expense	\$453,462	\$420,588	\$522,672	No Change
Fund Balance	(\$42,392)	(\$9,518)	(\$111,602)	No Change



IV. NEED FOR THE PROJECT

A. HEALTH AND SAFETY

The North Planning area has 2.8 persons per household, therefore in 2020 there should be a potential of 2,589 households in the project area. With an initial sign up of 6% you could expect to have 151 users in 2020. The Northwest Planning area has 2.4 persons per household, therefore in 2020 there should be a potential of 23,875 households in the project area. With an initial sign up of 2.3% you could expect to have 569 users in 2020. If there is a 10% growth in customers per year you could reasonably expect to have 945 users. Population growth was a baseline parameter used to project future resource needs in the 2002 Plan and the 2016 Plan.



From the basic population data available on the north and northwest planning areas you can see that there is a growing need for a safe dependable water supply. The 740 potential users in the Project area will not have safe and dependable water system as enjoyed by their neighbors. The construction of a water distribution system to serve the project area will ensure that a safe dependable water supply will be made available to residents within the expansion area as the demand for service increases. A water supply that meets the requirements of the Safe Drinking Water Act and that is continually monitored by SCDHEC will greatly reduce the potential for illnesses caused by water born pathogens and the users of the proposed water distribution system will generally live healthier lives than could be expected without a safe dependable water supply.





B. SYSTEM O & M

Richland County Utility Department currently operates a wastewater utility and a water utility. The Utility Department operates several wastewater utilities and four water systems, and each system is treated as an enterprise fund. The aggregate sum of the enterprise funds comprises the total operating budget for the Richland County Utility Department Operating Budget. The Murray Point Water System is set up as an enterprise fund of the aggregate Annual Operating Budget for the Richland County Utility Department (RCU). Personnel cost and equipment cost are divided among the different enterprise funds with direct expenses charged to each enterprise fund. It is projected that the proposed North- Northwest Richland County Water System will have seven hundred forty users that use, on the average, 3,339 gallons per user per month. This which will generate an annual revenue of \$411,070.00 per year from the sale of water and other charges. See Table 2 and Table 3 that document current water use, revenue, and projects revenue for the first full year of operation after the completion of the distribution system. In Table 4, we have shown the projected budget for the first full year of operation after the completion of the distribution system if you buy water at a bulk rate from the City of Columbia. In Table 5, we have shown the projected budget for the first full year of operation after the completion of the distribution system if you buy water at a bulk rate from Newberry Water and Sewer Authority. In Table 6, we have shown the projected budget for the first full year of operation after the completion of the distribution system if Richland County Utilities constructs a water purification plant and is a regional supplier of water. Richland County Utilities currently has operation, maintenance and administrative staff that are successfully operating the various systems that comprise the Department. The personnel are on twenty-four hour a day call if needed to maintain the Utilities in accordance with South Carolina Department of Health and Environmental Control regulations. The addition of the proposed North-Northwest Richland County Water System will not have a major impact on the operation cost of the Department. The personnel cost and administrative cost will be allocated between the different enterprise funds that constitute Richland County



Utilities with the North-Northwest Richland County Water system paying its fair share. The overall cost of operating Richland County Utilities will not be negatively impacted by the addition of the North-Northwest Richland County Water System. In fact, principal of “economies of scale” may have an overall positive impact on the cost to operate the Richland County Utility Department

C. GROWTH

The proposed service area for the North-Northwest Richland County project has a recorded population in 2010 of 50,735 and the population is expected to grow to 77,700 in 2030. This is a 53.15 percent increase in population over the twenty-year period. The 2010 population is based on 2.8 people per household in the north project area and 2.4 persons per household in the northwest project area as reported by Central Midlands Council of Governments. If there is a 35% sign up rate by Year 2030 it would be reasonable to project that there would be 10,450 users on the system. If the residents of the north-northwest Richland County planning area have a safe and dependable water supply and distribution system, the population should continue to expand during the next twenty years. The proposed project should not foster unusual growth patterns or stimulate any unusual increases in growth rate.



V. ALTERNATIVES CONSIDERED

A. DESCRIPTION

The County has an existing Master Plan that provides a guide for the development of water systems to serve Richland County. Burkhold Planning and Management with engineering assistance from Joel Wood & Associates, L. L. C. prepared “Richland County Master Plan” (2002 Plan) dated October of 2002 and that “Plan”. In 2016 AECOM prepared and additional master plan “Water and Sewer Master Plan for Richland County Utilities (2016 Plan). These two “Plans” are adopted by reference and will be implemented into the preparation of a “Feasibility Report” for a water system or systems to serve the north and northwest portions of Richland County. Any alternatives considered in this Report will comply with the current and long-range needs for water service as defined in the above referenced master plans.

Alternative One (No Action): The first option available to Richland County would be to choose to take no action. To choose the “no action” alternative would mean that a



large number of households in the north-northwest planning area would go without a safe and dependable water supply. Many homes would have to continue to rely on wells that produce water that is of poor quality. Because of the potential negative impacts on the health of the residents of the project area, Richland County

should initiate action to provide a safe dependable water supply for the residents of the north-northwest planning area. Therefore, “No Action” was discarded as an acceptable alternative.



Second Alternative Considered: The second alternative considered was to find an existing public utility that would extend their existing water lines and construct the required infrastructure to serve the distribution system of the north-northwest project planning area. The City of Columbia is the closest public utility with existing infrastructure that could serve the North-Northwest Richland County project area. The County began negotiations with the City to see if an agreement could be reached whereby the City would provide water service to the project area. RCU and its consultant met with the City of Columbia on several occasions to explore the possibilities of RCU purchasing water from the City at bulk rates. The City indicated that they could serve the project area with water that consistently meets SCDHEC quality standards. A copy of the proposed “Bulk Purchase Contract” is contained in the Appendix of this Report. The City would provide water in accordance with the general terms as follows:



- “The Purchaser engineer must provide recommended meter size and location required to meet the demands of the Purchaser.”
- “The City does not guarantee any level of service including water quality beyond Purchaser’s meter Connection. Purchaser is responsible for all aspects of maintaining water quality standards.”
- “Purchased water shall only be distributed within Purchaser’s service area. Purchaser may sell water to water providers (Bulk Water Customers) provided that the customers are not contiguous to the City’s service area and the Purchaser does not solely rely on the City’s water service to provide adequate water service.”
- “The City may terminate service for any reason after twenty-four (24) hour notification. Service may be limited at any time for emergencies such as water main break and/or maintenance purposes.”
- “Rates for service shall be in accordance with the current (Outside) rate schedule and are subject to and future increases as approved by Council
- “Purchaser is responsible for obtaining any easements and/or permits associated with the Bulk Sale.”



- A typical water bill from the City for Bulk Water Purchase to serve the Phase I project area would be approximately \$16,110.29 per month or \$193,323.48 per year.



Using Richland County’s current rate schedule and a projection of Operation and Maintenance (O & M) cost there is a negative fund balance of \$42,392.00 per year and that does not include funds for debt retirement on the cost to construct the distribution system. See Table 4 in the Appendix of this Report for a detailed breakdown.

A summary of the cost for Alternative Two is summarized below. Detailed cost breakdowns can be found in the Appendix of this report.

PRELIMINARY COST ESTIMATE ALTERNATIVE TWO	
NORTH SERVICE AREA SYSTEM EXPANSION	\$15,013,000
NORTHWEST SERVICE AREA SYSTEM EXPANSION	\$16,857,000
BROAD RIVER CROSSING	\$2,715,000
TWO (2) 500,000 GAL. ELEVATED STORAGE TANKS	\$3,474,000
CAPACITY CHARGE	\$0
WATER MAIN UP-GRADES	\$0
TOTAL PROJECT COST	\$38,059,000
YEARLY OPERATING BUDGET (YEAR 2020)	\$453,462



Third Alternative Considered: The third alternative considered was to find an additional existing public utility that would be willing to sell water at bulk rates to serve the north-northwest project area. The Newberry County Water and Sewer Authority (NCWSA) was contacted and they are willing to sell water at bulk rates to Richland County for the north-northwest planning area. In initial conversations with NCWSA, they indicated that a new larger water line would have to be constructed to provide adequate water to Richland County. NCWSA estimates the cost of the new water supply line would be approximately \$5,864,000. See the Appendix of this report that shows the proposed route for the new line and the estimated cost provided by NCWSA. NCWSA would require Richland County Utilities to pay a “Capacity Fee” of \$726.00 per residential equivalent. If the County reserves 500,000 gallon per day capacity the “Capacity Fee” would be \$2,420,000.00. If this alternative is selected, a “Bulk Purchase Contract” will have to be negotiated with NCWSA.



Using Richland County’s current rate schedule and a projection of Operation and Maintenance (O & M) cost there is a negative fund balance of \$9,513.00 per year and that does not include funds for debt retirement on the capital cost to construct the distribution system. See Table 5 in the Appendix of this Report for a detailed breakdown.

A summary of the cost for Alternative Three is summarized below. Detailed cost breakdowns can be found in the appendix of this report.

PRELIMINARY COST ESTIMATE ALTERNATIVE THREE	
NORTH SERVICE AREA SYSTEM EXPANSION	\$15,013,000
NORTHWEST SERVICE AREA SYSTEM EXPANSION	\$16,857,000
BROAD RIVER CROSSING	\$2,715,000
TWO (2) 500,000 GAL. ELEVATED STORAGE TANKS	\$3,474,000
CAPACITY CHARGE	\$2,420,000
WATER MAIN UP-GRADES	\$5,864,000
TOTAL PROJECT COST	\$46,343,000
YEARLY OPERATING BUDGET (YEAR 2020)	\$420,588



Fourth Alternative Considered: The fourth alternative considered was for Richland

County Utilities to construct a new water purification plant on the Broad River that could provide water for the north and northwest planning areas. A map (Figure 3) showing the general area where the plant could be located is contained in the Appendix of this Report. The initial plant would be constructed to produce two million gallons per day with options to expand up to eight million gallons per day in the future as demand increases.



Using Richland County’s current rate schedule and a projection of Operation and Maintenance (O & M) cost there is a negative fund balance of \$111,602.00 per year and that does not include funds for debt retirement on the cost to construct the plant and distribution system. See Table 6 in the Appendix of this Report for a detailed breakdown.

A summary of the cost for Alternative Four is summarized below. Detailed cost breakdowns can be found in the appendix of this report.

PRELIMINARY COST ESTIMATE ALTERNATIVE FOUR	
NORTH SERVICE AREA SYSTEM EXPANSION	\$15,013,000
NORTHWEST SERVICE AREA SYSTEM EXPANSION	\$16,857,000
BROAD RIVER CROSSING	\$2,715,000
TWO (2) 500,000 GAL. ELEVATED STORAGE TANKS	\$3,474,000
2.0 MGD WATER TREATMENT PLANT	\$10,178,000
CAPACITY CHARGE	\$0
WATER MAIN UP-GRADES	\$0
TOTAL PROJECT COST	\$48,237,000
YEARLY OPERATING BUDGET (YEAR 2020)	\$522,672



Fifth Alternative Considered: The fifth alternative considered is a developer driven option where Richland County adopts and strictly enforces an ordinance defining the north and northwest project areas as the County’s service area. The ordinance would require all utility infrastructure constructed in the service area be deeded to RCU.

RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates. The County, as part of the Ordinance, could release a project to another utility but should require a fee be paid by the entity



requesting the release. Any fees collected should be committed to a project development fund that can be used for future system expansion. RCU would develop bulk purchase agreements with the City of Columbia and/or the Newberry County Water and Sewer Authority (NCWSA) for water to serve the customers. A “Rate Study” would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or NCWSA. This option would not require an initial capital outlay by the County and the O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows. As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt retirement should be covered by the existing customer base.

As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Broad River that could serve the north-northwest project areas. The cost of a two million gallon per day water purification plant can be found in the Appendix of this report.



A summary of the cost for Alternative Five is summarized below. There are no capital cost or changes in the operating budget for this alternative.

PRELIMINARY COST ESTIMATE ALTERNATIVE FIVE	
NORTH SERVICE AREA SYSTEM EXPANSION	\$0
NORTHWEST SERVICE AREA SYSTEM EXPANSION	\$0
BROAD RIVER CROSSING	\$0
TWO (2) 500,000 GAL. ELEVATED STORAGE TANKS	\$0
2.0 MGD WATER TREATMENT PLANT	\$0
CAPACITY CHARGE	\$0
WATER MAIN UP-GRADES	\$0
TOTAL PROJECT COST	\$0
YEARLY OPERATING BUDGET (YEAR 2020)	NO CHANGE

B. ALTERNATIVE OVERVIEW

The Best Option Alternative, Alternative Five, is as the most cost effective means of providing service to the north-northwest project area on condition that a reasonable bulk purchase agreement can be reached with the City of Columbia or the NCWSA. If agreements cannot be negotiated then Alternative One or Alternative Four would need to be considered. The table below summarizes the five alternatives considered.

Summary of Alternatives Considered					
	Alt. # 1	Alt. # 2	Alt. # 3	Alt. # 4	Alt. # 5
Project Cost	N/A	\$38,059,000	\$46,343,000	\$48,237,000	\$0
Customers Served	0	740	740	740	T.B.D.
Potential Customers	0	31,478	31,478	31,478	T.B.D.
Operation Cost (Yearly)	N/A	\$453,462	\$420,588	\$522,672	No Change
Grant Funds Needed	N/A	\$38,059,000 (100%)	\$46,343,000 (100%)	\$48,237,000 (100%)	\$0



C. DESIGN CRITERIA

The design parameters used during the evaluation process for this Feasibility Report are in general compliance with the criteria established in RUS Instruction 1780 and with normal and customary practices acceptable within the State of South Carolina. All criteria are in general compliance with the regulations and guidelines established by the South Carolina Department of Health and Environmental Control (SCDHEC).

D. MAP

There is no capital outlay by Richland County for this alternative. The expansion will be developer drive within the service area as defined by a County ordinance. See Figure 1 in the Appendix of this report.

E. ENVIRONMENTAL IMPACTS

A general analysis of the project as proposed indicated that there would be no negative impact to the environment if the proposed project was implemented. Alternative 1 (No Action) would probably have a negative impact on the environment but those negative impacts were not documented because the “No Action” alternative was rejected as an acceptable alternative by RCU in the early stages of study. The project, as outlined in Alternative Five will not require an “Environmental Report” at this time. Expansion of the system will be developer driven and



each project will be designed and permitted on a case by case basis by the developer and will require SCDHEC and RCU approval prior to implementation. No projects will be approved that will have a negative impact on the environments.



E. LAND REQUIREMENTS

All options for all Alternatives with the exception of Alternatives Four would require the same amount of land. Alternative Two and Alternative Three would require two one-half acre lots for elevated water storage tanks. Alternative Four would require two one-half acre lots for new elevated tanks and six to ten acres of land for a new water purification plant. All new linear construction will be within existing Richland County or SCDOT road rights-of-way. Encroachment Permits will be required from Richland County or the SCDOT for placement of the water distribution lines within existing road rights-of-way. No land purchase is required for the linear construction.



F. CONSTRUCTION PROBLEMS


There are no major construction problems associated with any of the options considered that would have an impact on the selection of an Alternative as the Best Alternative. The new construction proposed will be normal and customary utility work that will occur within existing Richland County and SCDOT rights-of-way or on land described above. At the writing of this Feasibility Report, there are no known construction problems for the proposed water system construction as described by this Report as the best option. If unforeseen problems arise, the problems will be addressed immediately, and the appropriate officials notified before continuing with any construction.

G. COST ESTIMATES

The major “Probable Cost Estimates” used to determine the best alternative for the expansion of the North-Northwest Water System are included in the Appendix of this Report.

VI. PROPOSED PROJECT

A. GENERAL



Richland County (County) was created, by the General Assembly of the State of South Carolina for the purpose of providing general governmental services to the citizens of Richland County, South Carolina. The County’s Utility Department currently owns and operates a large public utility. The South Carolina Department of Health and Environmental Control (SCDHEC) acknowledges the ability of the County to operate a water utility that will meet all of SCDHEC’s requirements.

To provide water to these potential customers the County would be required to extend water distribution lines throughout the area identified on Figure 1 contained in the Appendix of this Report or develop means to facilitate the extension of water distribution lines within the north-northwest planning area. The project can be divided into three main categories and they are as follows:

B. SYSTEM EXPANSION

See Figure 1 contained in the appendix of this Report that defines the proposed project service area. The system expansion would be is a developer driven option where Richland County adopts and strictly enforces an ordinance defining the north and northwest project areas as the County’s service area. The County as part of the Ordinance could release a project to another utility but should require an impact fee to be committed to a project development fund for future system expansion. The ordinance would require all utility infrastructure constructed in the service area be deeded to RCU. RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates. A “Rate Study” would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or the NCWSA.



C. WATER SUPPLY

RCU would develop bulk purchase agreements with the City of Columbia and or Newberry County Water and Sewer Authority for water to serve the customers. This option would not require an initial capital outlay by the County and the O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows. As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification facility on the Broad River that could serve the north-northwest project area. The cost of a two million gallon per day water purification facility is detailed in the Appendix of this report.



D. STORAGE

As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt retirement should be covered by the existing customer base.

E. SYSTEM LAYOUT

The system expansion will be developer driven and will be determined on a case by case basis. Please refer to Figure 1 for the proposed service area for the north-northwest planning area. It will be important to the future development of the system that the Ordinance developed by the County that requires all new water infrastructure be deeded to RCU is strictly adhered to. It would be advantageous to the development of the north-northwest planning areas that any infrastructure of proposed industrial parks in the planning area be deeded to RCU. This will strengthen the system customer base.



F. HYDRAULIC CALCULATION

A develop driven expansion of the system will require that hydraulic calculation be submitted to RCU for review and approval on a case by case basis. Any utility infrastructure constructed shall be in compliance with the 2016 Water Master Plan referenced above and be in accordance with SCDHEC regulations.

G. ANNUAL OPERATING BUDGET

There should be no change in the RCU operation budget until the customer base begins to grow and at that time the additional revenue from the new customers will offset any additional cost in the O & M budget.

H. PAYMENT HISTORY



Richland County Utilities is current with all debt payments to the best of our knowledge, information and belief.



VII. CONCLUSIONS AND RECOMMENDATIONS

A. GENERAL

The purpose of this section is to give the reader a brief overview of the contents of this Report and to give a summary of the selected alternative. This project was initiated by an action of Richland County Council to explore the feasibility of developing a water system, that: 1) promotes orderly growth within the County; 2) adequate water service be provided to prevent a proliferation of small water systems; 3) the number of single home systems be reduced and, more specifically a safe and dependable water supply be provided for the planning area, and 4) will explore potential to serve proposed industrial areas in the north-northwest planning area.

1. SYSTEM EXPANSION

See Figure 1 contained in this Report that defines the proposed project area. The system expansion will be developer driven and the infrastructure dedicated to RCU. Any new utility infrastructure required for system expansion that is to be constructed within Richland County and SCDOT rights-of-way will require RCU to make application for encroachment permits since the infrastructure will be deeded to RCU. RCU has the legal authority to apply for encroachment permits

2. WATER SUPPLY

See Figure 2 contained in the Appendix of this Report that defines the possible water sources to serve the north-northwest project planning area. The proposed best alternative requires the County to develop bulk purchase agreements with the City of Columbia or the Newberry County Water and Sewer Authority (NCWSA). Other public utilities in the area did not have adequate water supply or did not respond to request for bulk purchase agreements. A “Rate





Study” would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or the NCWSA. As developers approach RCU for service, each project will require coordination with the City of Columbia or the NCWSA to determine the best source of water for the project and to develop a willingness and capability letter from the water provider so the project can move forward.

3. FUNDING SOURCES

The system expansion will be developer driven with all new utility infrastructure constructed in the north-northwest planning area deeded to RCU at no cost. This option would not require an initial capital outlay by the County. The O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows. As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt retirement should be covered by the existing customer base.

As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant on the Broad River that could serve the north-northwest project area. The cost of a two million gallon per day water purification plant is detailed in the Appendix of this report.



B. SUMMARY

- This project will ensure that a safe and dependable water system that meets SCDHEC standards is available for use by the residents of the north-northwest planning area.
- The project as defined by this Report should not have any adverse impacts on the environment.

C. RECOMMENDATIONS

The North - Northwest Planning areas do not have an economical water supply source and the cost of entry is high without a strong customer base. Without an economical water supply and customer base it is not feasible to create a water system to serve the North-Northwest Planning area at this time. However, if the County wishes to develop a water system in the North – Northwest planning areas the expansion is feasible under certain conditions. These conditions are listed below:

- It is important that the County create an ordinance that will define the County's service area and that will restrict other service providers from entering the County's service area. Without a defined County service area, other water providers could expand into the potential water system's growth areas and limit future expansion of its revenue stream.
- The ordinance would require all utility infrastructure constructed in the service area be deeded to RCU. RCU would then own, operate, and maintain the infrastructure and charge the users at the RCU prevailing utility rates.
- The County, as part of the Ordinance, could release a project to another utility but should require a fee be paid by the entity requesting the release. Any fees collected should be committed to a project development fund that can be used for future system expansion.
- RCU would develop bulk purchase agreements with the City of Columbia and/or the Newberry County Water and Sewer Authority (NCWSA) at affordable rates for water to serve the RCU customers.
- RCU has delegated plan review and all water projects constructed in the planning area would have to be reviewed and approved by RCU prior to construction.



- A “Rate Study” would be required to determine the charges to customers once the bulk rate is determined in negotiations with the City of Columbia or NCWSA. There will not be any required initial capital outlay by the County for any new expansions and the O & M budget of RCU would not be negatively impacted and could be adjusted as the customer base grows.
- As the customer base grows, RCU may be required to construct storage to meet SCDHEC storage requirements for the system. However, by the time storage will be needed the customer base would have grown enough where the cost for debt retirement should be covered by the existing customer base.
- As the customer base grows to approximately 2,500 residential equivalents (RE) RCU should consider developing a water purification plant that could serve the north-northwest project areas. The cost of a two million gallon per day water purification plant is approximately \$10.2 million.
- Once adequate storage and a RCU operated water supply are in place the County should develop a program to promote the water system and to actively seek new customers in the project area. After a three to six-month sign-up period, develop cost estimates for the required expansion to serve those desiring service and actively seek grants and loans to fund the expansion of the system. Also, the County should consult with the County’s Economic Develop staff to see if there are areas where water lines could be installed that would promote economic growth in the area and seek grant funding for those lines.



APPENDIX

TABLES

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FIGURES

Figure 1	North-Northwest Richland County Service Area
Figure 2	Possible Water Sources Map
Figure 3	Proposed System Layout Map

OTHER ITEMS

- Probable Cost Estimates
- North Service Area System Expansion
 - Northwest Service Area System Expansion
 - Horizontal Directional Bore Under Broad River
 - 2.0 MGD Water Treatment Plant
 - 500,000 Gallon Elevated Water Storage Tank
- City of Columbia Bulk Purchase Contract
 NCWSA Conditions for Sale



TABLES



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*Southeast Richland County
Water System Improvements
10/1/2018*



TABLE 1

**RICHLAND COUNTY UTILITIES
 EXISTING WATER RATE SCHEDULE
 &
 TAP FEES**

WATER RATE SCHEDULE

<u>Usage (Gallons)</u>	<u>Southeast Richland County Service Area</u>
	(Per 1,000 Gallons)
Base (First 1,000 Gallons)	\$ 20.00
Next 8,000 Gallons	\$ 4.67
Next 11,000 Gallons	\$ 4.37
Next 10,000 Gallons	\$ 4.12
Next 30,000 Gallons	\$ 3.87
Next 60,000 Gallons	\$ 3.87

WATER TAP FEES

<u>Meter Size</u>	<u>Southeast Richland County Service Area</u>
¾" Meter	\$ 1,000.00
1" Meter	\$ 1,500.00
1 ½" Meter	\$ 1,500.00
2" Meter	\$ 1,500.00





TABLE 2

ACTUAL WATER USE FOR A 12 MONTH PERIOD

JULY 1, 2017 TO JUNE 30, 2018

Based on 589 Users

	<u>GALLONS</u>
JULY, 2017	2,386,205
AUGUST, 2017	2,252,291
SEPTEMBER, 2017	1,908,218
OCTOBER, 2017	2,045,325
NOVEMBER, 2017	1,385,540
DECEMBER, 2017	1,995,088
JANUARY, 2018	1,943,720
FEBRUARY, 2018	2,664,370
MARCH, 2018	1,773,530
APRIL, 2018	1,254,782
MAY, 2018	2,108,760
JUNE, 2018	<u>1,881,987</u>
TOTAL	23,599,780 GALLONS

Average Water Use per Month = $\frac{23,599,780}{12} =$ 1,966,648 gallons

Average Water Use Per Customer = $\frac{1,966,648}{589} =$ 3,339 gallons per user

Average Water Bill = \$20.00 first 1000 gallons
 3,339 gal. (-) 1000 gal = 2,339 x \$4.67 / 1,000 gal. = \$10.92
 \$30.92 per user

Annual Water Sales = \$30.92 x 589 customers x 12 months = \$218,542.56



TABLE 3

**PROJECTED USERS CONNECTED TO
 THE NORTH AND NORTHWEST
 RICHLAND COUNTY WATER SYSTEM
 AND
 POTENTIAL REVENUE**

FIRST FULL YEAR OF OPERATION

WATER USERS

<u>POTENTIAL USERS</u>	<u>TOTAL NO. UNITS</u>
Existing Number of Users	20
Projected Number of Users Phase I* ¹ North	151
Projected Number of Users Phase I* ² Northwest	<u>569</u>
Potential Users First Year of Operation	740

*¹ (Projected Users North = (3,020 potential users along route) times 5% subscription rate = 151 Potential Users)

*² (Projected Users Northwest = (28,458 potential users along route) times 2% subscription rate = 569 Potential Users)

WATER USAGE PER MONTH

Potential Water Use Per Month = Average Monthly Use Per Customer*³ x Number of Customers

Potential Water Use Per Month = 3,339 Gal / User/ Month x 740 Users

Potential Water Use Per Month = 2,470,860 Gal. / Month

PROJECTED ANNUAL REVENUE

Annual Water Sales = \$30.92 x 740 Users x 12 months = \$274,569.60

*³ Average Monthly Water Bill for Richland County Water Customers. See the “Table 2”.



TABLE 4

**NORTH-NORTHWEST RICHLAND COUNTY WATER SYSTEM
 PROJECTED OPERATING BUDGET FOR ALTERNATIVE TWO
 WATER PURCHASE CITY OF COLUMBIA**

For the year ending June 30, 2020

OPERATING REVENUES	
740 users based on current usage and expense by RCU	
SALE OF WATER	\$274,570
TAP REVENUES	\$74,000
INTEREST EARNED	\$3,000
MISC. REVENUE- UTILITY FEES	\$59,500
TOTAL REVENUE	\$411,070
OPERATING EXPENSES	
PERSONNEL EXPENSE	
SALARIES AND WAGES	\$131,873
OVERTIME	\$19,900
FICA EMPLOYER'S SHARE	\$10,722
WORKER'S COMPENSATION	\$229
SC REGULAR RETIREMENT	\$18,212
HEALTH INSURANCE EMPLOYER'S SHARE	\$19,875
VISION INSURANCE EMPLOYER'S SHARE	\$60
DENTAL INSURANCE EMPLOYER'S SHARE	\$1,400
LIFE INSURANCE EMPLOYER'S SHARE	\$207
TOTAL PERSONNEL EXPENSE	\$202,478
GENERAL EXPENSE	
OFFICE SUPPLIES	\$550
PETROL OIL AND LUBRICANT	\$6,500
WORK PERMITS AND FEES	\$7,350
AUTOMOTIVE NON CONTRACT	\$2,000
ELECTRICITY	\$15,000
SERVICE CONTRACTS	\$4,500
REPAIRS- EQUIPMENT	\$12,500
BUILDING MAINTENANCE	\$3,000
SHOP SUPPLIES	\$800
LAB SUPPLIES	\$1,400
CHEMICALS	\$3,560
RENT	\$500
WATER PURCHASE CITY OF COLUMBIA	\$193,324
TOTAL GENERAL EXPENSE	\$250,984
TOTAL OPERATING EXPENSE	\$453,462
TOTAL REVENUE	\$411,070
FUND BALANCE	(\$42,392)



TABLE 5

**NORTH-NORTHWEST RICHLAND COUNTY WATER SYSTEM
 PROJECTED OPERATING BUDGET FOR ALTERNATIVE THREE
 WATER PURCHASE NEWBERRY COUNTY WSA**

For the year ending June 30, 2020

OPERATING REVENUES	
740 users based on current usage and expense by RCU	
SALE OF WATER	\$274,570
TAP REVENUES	\$74,000
INTEREST EARNED	\$3,000
MISC. REVENUE- UTILITY FEES	<u>\$59,500</u>
TOTAL REVENUE	\$411,070
OPERATING EXPENSES	
PERSONNEL EXPENSE	
SALARIES AND WAGES	\$131,873
OVERTIME	\$19,900
FICA EMPLOYER'S SHARE	\$10,722
WORKER'S COMPENSATION	\$229
SC REGULAR RETIREMENT	\$18,212
HEALTH INSURANCE EMPLOYER'S SHARE	\$19,875
VISION INSURANCE EMPLOYER'S SHARE	\$60
DENTAL INSURANCE EMPLOYER'S SHARE	\$1,400
LIFE INSURANCE EMPLOYER'S SHARE	<u>\$207</u>
TOTAL PERSONNEL EXPENSE	\$202,478
GENERAL EXPENSE	
OFFICE SUPPLIES	\$550
PETROL OIL AND LUBRICANT	\$6,500
WORK PERMITS AND FEES	\$7,350
AUTOMOTIVE NON CONTRACT	\$2,000
ELECTRICITY	\$15,000
SERVICE CONTRACTS	\$4,500
REPAIRS- EQUIPMENT	\$12,500
BUILDING MAINTENANCE	\$3,000
SHOP SUPPLIES	\$800
LAB SUPPLIES	\$1,400
CHEMICALS	\$3,560
RENT	\$500
WATER PURCHASE NEWBERRY COUNTY	<u>\$160,450</u>
TOTAL GENERAL EXPENSE	\$218,110
TOTAL OPERATING EXPENSE	\$420,588
TOTAL REVENUE	\$411,070
FUND BALANCE	(\$9,518)



TABLE 6

NORTH-NORTHWEST RICHLAND COUNTY WATER SYSTEM PROJECTED OPERATING BUDGET FOR ALTERNATIVE FOUR - COUNTY OWNED WATER PURIFICATION

For the year ending June 30, 2020

OPERATING REVENUES	
740 users based on current usage and expense by RCU	
SALE OF WATER	\$274,570
TAP REVENUES	\$74,000
INTEREST EARNED	\$3,000
MISC. REVENUE- UTILITY FEES	\$59,500
TOTAL REVENUE	\$411,070
OPERATING EXPENSES	
PERSONNEL EXPENSE	
SALARIES AND WAGES	\$224,250
OVERTIME	\$43,900
FICA EMPLOYER'S SHARE	\$18,284
WORKER'S COMPENSATION	\$429
SC REGULAR RETIREMENT	\$31,057
HEALTH INSURANCE EMPLOYER'S SHARE	\$33,875
VISION INSURANCE EMPLOYER'S SHARE	\$60
DENTAL INSURANCE EMPLOYER'S SHARE	\$1,400
LIFE INSURANCE EMPLOYER'S SHARE	\$207
TOTAL PERSONNEL EXPENSE	\$343,462
GENERAL EXPENSE	
OFFICE SUPPLIES	\$550
PETROL OIL AND LUBRICANT	\$6,500
WORK PERMITS AND FEES	\$7,350
AUTOMOTIVE NON CONTRACT	\$2,000
ELECTRICITY	\$45,000
GENERATOR FUEL	\$550
SERVICE CONTRACTS	\$14,500
REPAIRS- EQUIPMENT	\$19,500
BUILDING MAINTENANCE	\$9,000
SHOP SUPPLIES	\$800
LAB SUPPLIES	\$19,400
CHEMICALS	\$53,560
RENT	\$500
WATER PURCHASE	\$0
TOTAL GENERAL EXPENSE	\$179,210
TOTAL OPERATING EXPENSE	\$522,672
TOTAL REVENUE	\$411,070
FUND BALANCE	(\$111,602)



TABLE 7

**NORTH-NORTHWEST RICHLAND COUNTY WATER SYSTEM
 PROJECTED WATER COST FROM CITY OF COLUMBIA
 FOR ALTERNATIVE TWO**

I. PROJECTED WATER PURCHASE

Average Water Use	2,470,860 Gal./Month
Flushing Water and Water Loss (15%)	<u>370,629 Gal./Month</u>
Projected Water Purchase Per Month	2,841,489 Gal./Month

2,841,489 Gal./Month = 379,878 Cubic Feet

II. AVERAGE MONTHLY WATER BILL

Meter Charge 300 Cu. Ft.	\$ 1,024.25
Volume Change 9,700 Cu. Ft. /100 x \$4.40	\$ 426.80
90,000 Cu. Ft. / 100 x \$4.16	\$ 3,744.00
279,878 Cu. Ft. / 100 x \$3.90	<u>\$10,915.24</u>
Average Monthly Water Bill	\$16,110.29

III. PROJECTED ANNUAL WATER BILL

Projected Annual Water Bill = Average Monthly Bill x 12 Months

Projected annual Water Bill= \$16,110.29 x 12 Months

Projected Annual Water Bill = \$193,323.48 per Year



TABLE 8

**NORTH-NORTHWEST RICHLAND COUNTY WATER SYSTEM
 PROJECTED WATER COST FROM NCWSA
 FOR ALTERNATIVE THREE**

I. PROJECTED WATER PURCHASE

Average Water Use	2,470,860 Gal./Month
Flushing Water and Water Loss (15%)	<u>370,629 Gal./Month</u>
Projected Water Purchase Per Month	2,841,489 Gal./Month

II. AVERAGE MONTHLY WATER BILL

Meter Charge		\$ 300.00
Volume Charge	2,841,489 Gal./1,000 x \$4.60	<u>\$ 13,070.85</u>
Average Monthly Water Bill		\$ 13,370.85

III. PROJECTED ANNUAL WATER BILL

Projected Annual Water Bill = Average Monthly Bill x 12 Months
 Projected Annual Water Bill= \$13,370.85 x 12 Months
 Projected Annual Water Bill = \$160,450.20 per Year



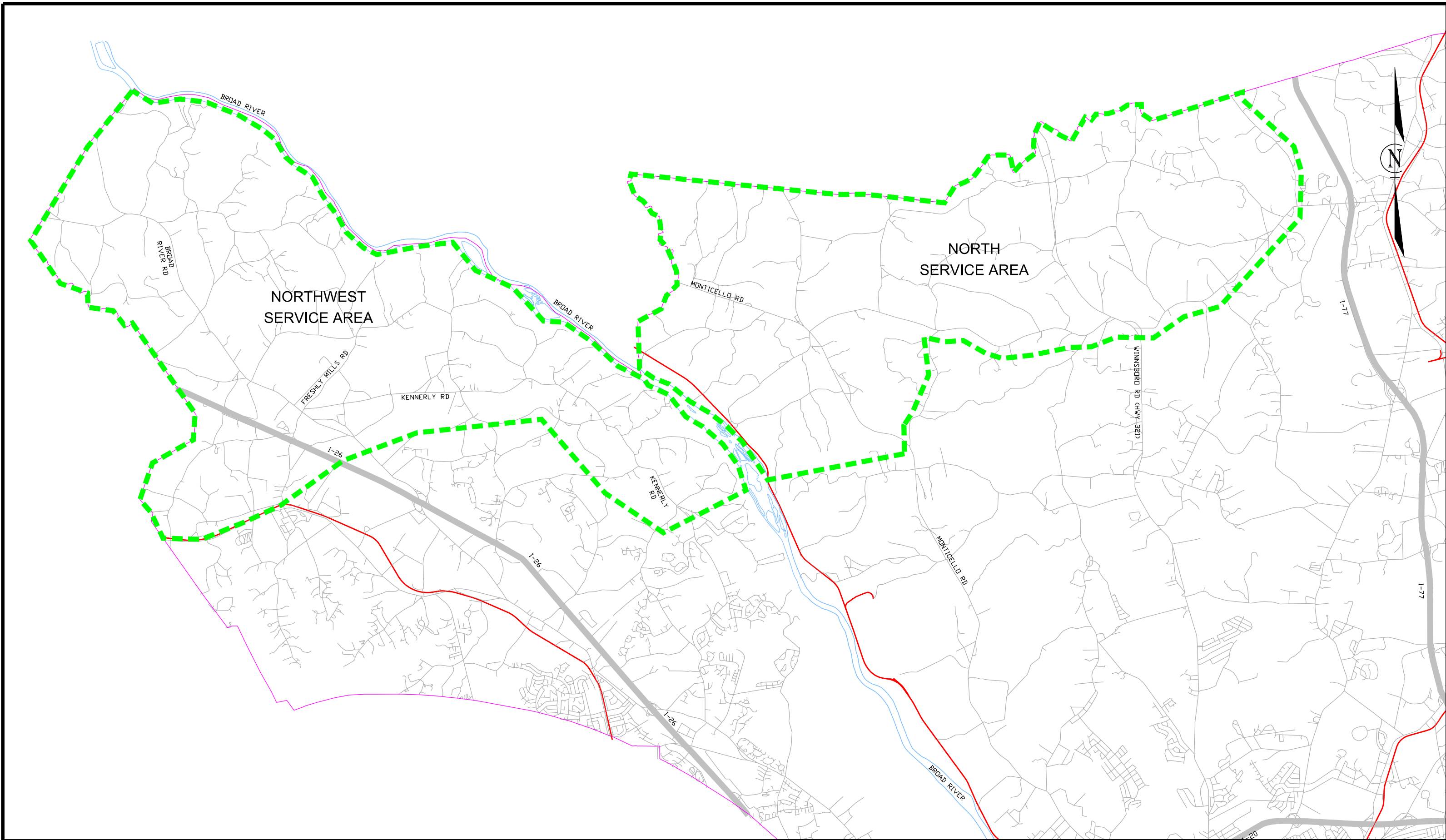
FIGURES



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*Southeast Richland County
Water System Improvements
10/1/2018*



LEGEND

- ▬▬▬ WATER SERVICE AREA
- ▬▬▬ RIVER
- ▬▬▬ ROADWAY
- ▬▬▬ INTERSTATE
- ▬▬▬ RAILROAD



NORTH-NORTHWEST RICHLAND COUNTY WATER IMPROVEMENTS

**NORTH - NORTHWEST
RICHLAND COUNTY SERVICE AREA**

SHEET TITLE

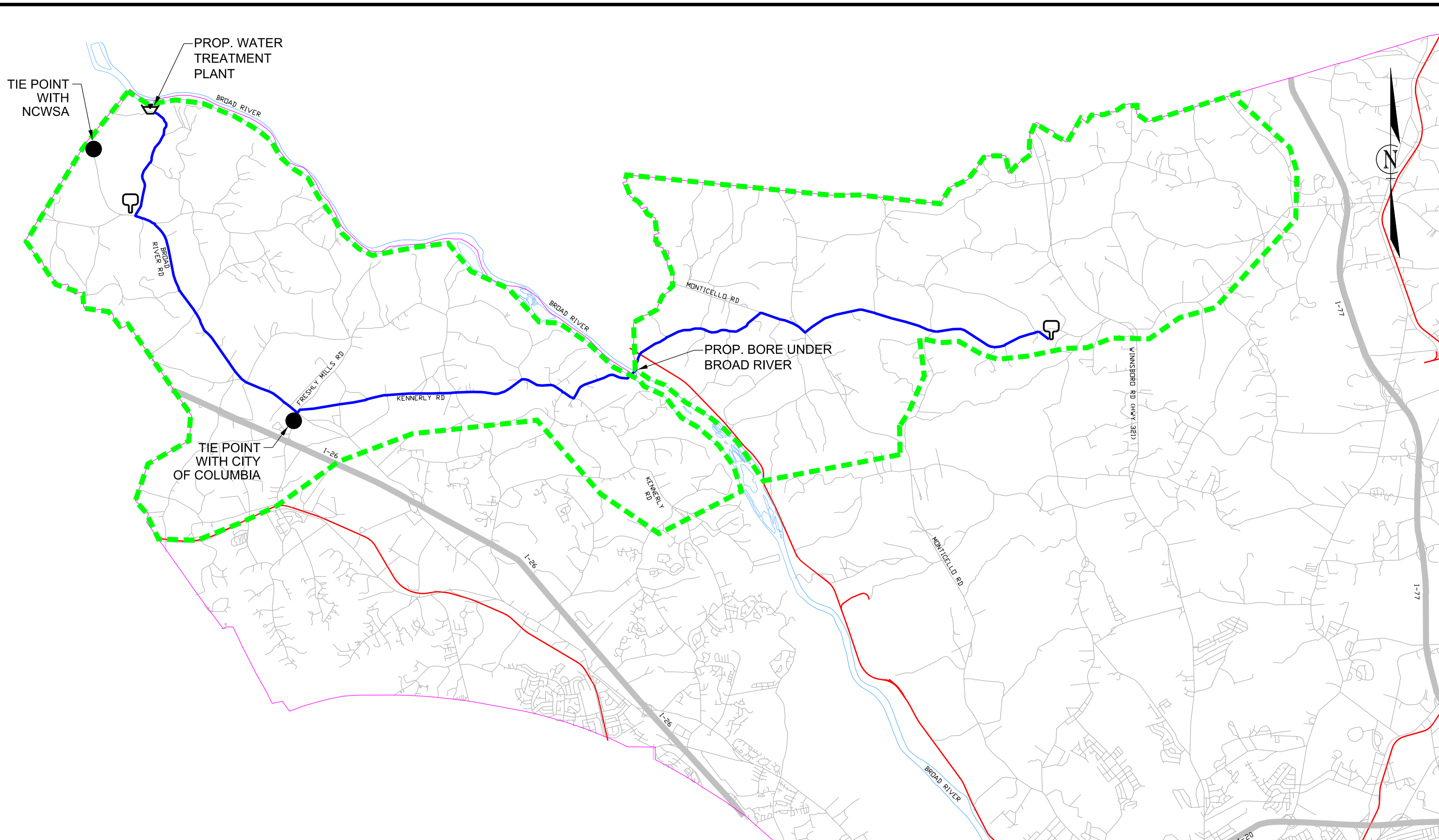
**FIGURE
1**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- PROP. WATER MAIN
- PROP. WATER TREATMENT PLANT
- PROP. WATER TANK



NORTH-NORTHWEST RICHLAND COUNTY WATER IMPROVEMENTS

POSSIBLE WATER SUPPLY SOURCES

SHEET TITLE

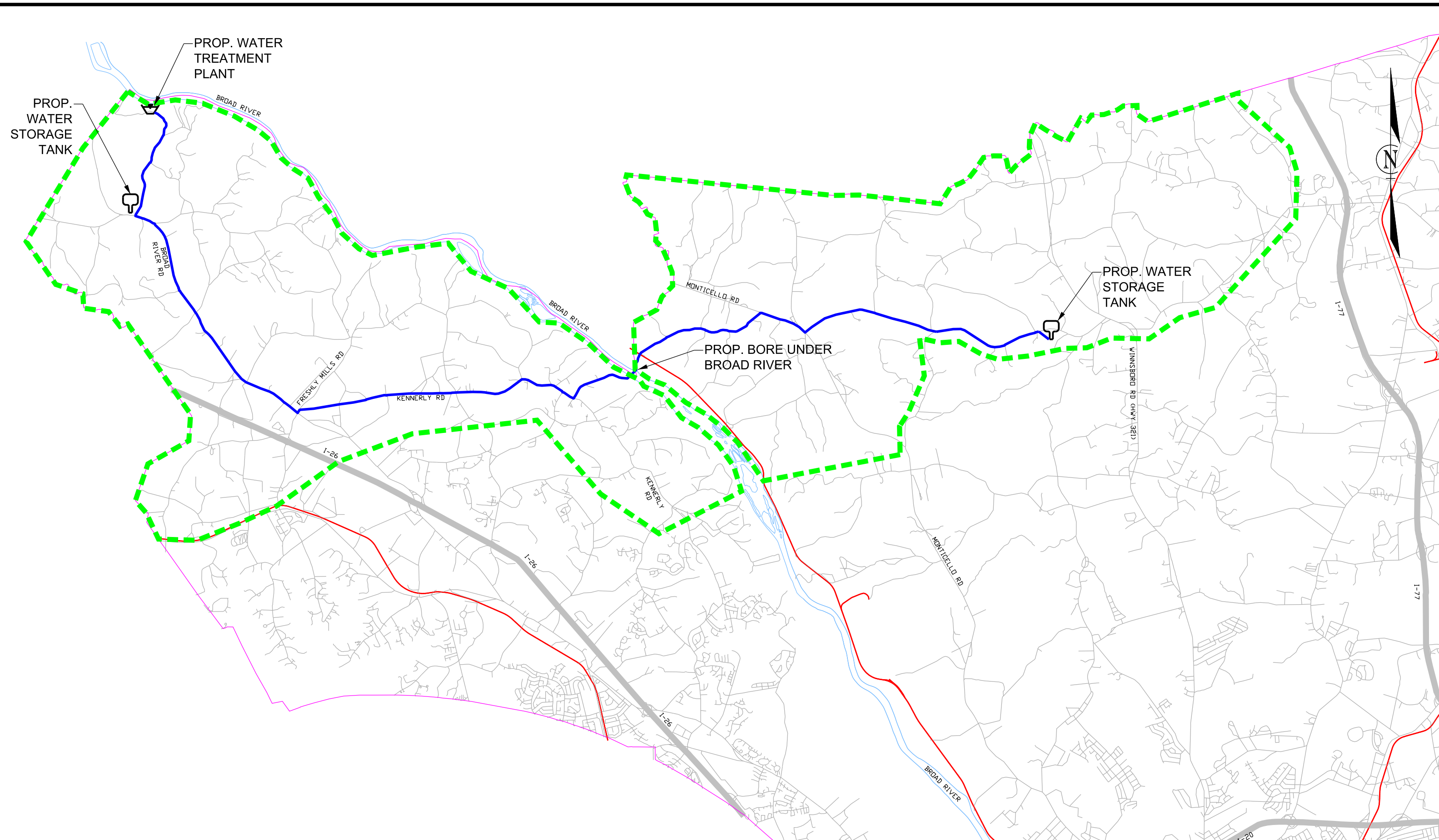
FIGURE 2

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



LEGEND

- PROP. WATER MAIN
- PROP. WATER TREATMENT PLANT
- PROP. WATER TANK



NORTH-NORTHWEST RICHLAND COUNTY WATER IMPROVEMENTS

**NORTH - NORTHWEST SYSTEM
LAYOUT MAP**

SHEET TITLE

**FIGURE
3**

DATE: 10/1/2018

SCALE: N.T.S.

JOB NO.: 180611

SHEET: 1 OF 1



PROBABLE COST ESTIMATES



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10/1/2018*



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NORTH RICHLAND COUNTY WATER SYSTEM - RICHLAND COUNTY UTILITIES

PRELIMINARY COST ESTIMATE

10/01/18

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$100,000.00	\$100,000.00
2	CLEAR RIGHT OF WAY	25	AC	\$5,300.00	\$132,500.00
3	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
4	CONSTRUCTION STAKING	1	LS	\$30,000.00	\$30,000.00
5	SEDIMENT & EROSION CONTROL	57,800	LF	\$4.00	\$231,200.00
6	GRASSING, SEEDING, FERTILIZER	25	AC	\$3,500.00	\$87,500.00
7	24" (PC 350) DUCTILE IRON WATER LINE	57,800	LF	\$110.00	\$6,358,000.00
8	DUCTILE IRON FITTINGS	300	EA	\$1,800.00	\$540,000.00
9	24" HORIZONTAL DIRECTIONAL DRILL UNDER STREAM	3700	LF	\$650.00	\$2,405,000.00
10	BORE AND JACK UNDER RAILROAD	300	LF	\$650.00	\$195,000.00
11	BORE & JACK STEEL CASING W/ 24" D.I. (PC 350) CARRIER PIPE	500	LF	\$375.00	\$187,500.00
12	24" BUTTERFLY VALVE AND VALVE BOX	25	EA	\$8,500.00	\$212,500.00
13	1" AIR RELEASE VALVES	20	EA	\$3,000.00	\$60,000.00
14	FIRE HYDRANT ASSEMBLY	53	EA	\$3,500.00	\$185,500.00
15	ASPHALT DRIVEWAY REPAIR	8000	SY	\$60.00	\$480,000.00
16	CONCRETE DRIVEWAY REPAIR	525	SY	\$40.00	\$21,000.00
17	GRAVEL DRIVEWAY REPAIR	300	TONS	\$25.00	\$7,500.00
18	3/4" SERVICE CONNECTION WITH METER	151	EA	\$2,500.00	\$377,500.00
19	3/4" POLYETHYLENE SERVICE LINE	1510	LF	\$3.50	\$5,285.00
20	3/4" POLYETHYLENE SERVICE LINE UNDER PAVEMENT	3,020	LF	\$5.50	\$16,610.00
21	BOOSTER PUMP	1	EA	\$160,000.00	\$160,000.00
22	ROCK EXCAVATION	2,850	CY	\$150.00	\$427,500.00
TOTAL ESTIMATED CONSTRUCTION COST					\$12,240,095.00
CONSTRUCTION CONTINGENCY (10%)					\$1,224,009.50
ENGINEERING & SURVEYING (7%)					\$857,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$490,000.00
PERMITTING					\$10,000.00
RAILROAD AGREEMENT FEES					\$15,000.00
LAND PURCHASE/EASEMENTS					\$0.00
LEGAL					\$176,000.00
TOTAL PROJECT COST					\$15,013,000.00

This is a preliminary construction cost estimate. The Client understands that Joel E. Wood & Associates has no control over the costs or the price of labor, equipment, materials, or the Contractor's method of pricing. The opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates qualifications and experience. Joel E. Wood & Associates makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.



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NORTHWEST RICHLAND COUNTY WATER SYSTEM - RICHLAND COUNTY UTILITIES					
PRELIMINARY COST ESTIMATE					
10/01/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$115,000.00	\$115,000.00
2	CLEAR RIGHT OF WAY	33	AC	\$5,300.00	\$174,900.00
3	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
4	CONSTRUCTION STAKING	1	LS	\$30,000.00	\$30,000.00
5	SEDIMENT & EROSION CONTROL	62,000	LF	\$4.00	\$248,000.00
6	GRASSING, SEEDING, FERTILIZER	33	AC	\$3,500.00	\$115,500.00
7	30" (PC 350) DUCTILE IRON WATER LINE	6,600	LF	\$130.00	\$858,000.00
8	24" (PC 350) DUCTILE IRON WATER MAIN	52,300	LF	\$110.00	\$5,753,000.00
9	DUCTILE IRON FITTINGS	300	EA	\$2,500.00	\$750,000.00
10	30" HORIZONTAL DIRECTIONAL DRILL UNDER STREAM	3700	LF	\$650.00	\$2,405,000.00
11	BORE & JACK STEEL CASING W/ 30" D.I. (PC 350) CARRIER PIPE	400	LF	\$450.00	\$180,000.00
12	BORE & JACK STEEL CASING W/ 24" D.I. (PC 250) CARRIER PIPE	100	LF	\$375.00	\$37,500.00
13	30" BUTTERFLY VALVE AND VALVE BOX	6	EA	\$10,000.00	\$60,000.00
14	24" BUTTERFLY VALVE AND VALE BOX	21	EA	\$8,500.00	\$178,500.00
15	1" AIR RELEASE VALVES	25	EA	\$3,000.00	\$75,000.00
16	FIRE HYDRANT ASSEMBLY	72	EA	\$3,500.00	\$252,000.00
17	ASPHALT DRIVEWAY REPAIR	9900	SY	\$60.00	\$594,000.00
18	CONCRETE DRIVEWAY REPAIR	725	SY	\$40.00	\$29,000.00
19	GRAVEL DRIVEWAY REPAIR	600	TONS	\$25.00	\$15,000.00
20	3/4" SERVICE CONNECTION WITH METER	569	EA	\$2,500.00	\$1,422,500.00
21	3/4" POLYETHYLENE SERVICE LINE	5690	LF	\$3.50	\$19,915.00
22	3/4" POLYETHYLENE SERVICE LINE UNDER PAVEMENT	11,380	LF	\$5.50	\$62,590.00
23	ROCK EXCAVATION	2,500	CY	\$150.00	\$375,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$13,770,405.00
CONSTRUCTION CONTINGENCY (10%)					\$1,377,040.50
ENGINEERING & SURVEYING (7%)					\$964,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$551,000.00
PERMITTING					\$10,000.00
LAND PURCHASE/EASEMENTS					\$0.00
LEGAL					\$184,000.00
TOTAL PROJECT COST					\$16,857,000.00

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JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

HORIZONTAL DIRECTIONAL BORE UNDER BROAD RIVER					
PRELIMINARY COST ESTIMATE					
10/01/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$24,000.00	\$24,000.00
2	CONSTRUCTION STAKING	1	LS	\$4,500.00	\$4,500.00
3	CLEAR SITE	1.25	AC	\$4,000.00	\$5,000.00
4	SEDIMENT & EROSION CONTROL	1	LS	\$10,000.00	\$10,000.00
5	GRASSING: SEEDING, FERTILIZER, & MULCH	1.25	AC	\$3,500.00	\$4,375.00
6	HORIZONTAL DIRECTIONAL DRILL 30"HDPE UNDER BROAD RIVER	1,800	LF	\$1,200.00	\$2,160,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$2,207,875.00
CONSTRUCTION CONTINGENCY (10%)					\$220,787.50
ENGINEERING & SURVEYING =					\$155,000.00
CONSTRUCTION ADMINISTRATION =					\$89,000.00
PROJECT ADMINISTRATION					\$15,000.00
PERMITTING =					\$1,500.00
LAND PURCHASE					\$25,000.00
TOTAL PROJECT COST =					\$2,715,000.00

This is a preliminary construction cost estimate. The Client understands that Joel E. Wood & Associates has no control over the costs or the price of labor, equipment, materials, or the Contractor's method of pricing. The opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates qualifications and experience. Joel E. Wood & Associates makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

2.0 MGD WATER TREATMENT PLANT - RICHLAND COUNTY UTILITIES

PRELIMINARY COST ESTIMATE

10/01/18

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$100,000.00	\$100,000.00
2	RAW WATER PUMP STATION				
A	RAW WATER PUMPS	1	LS	\$150,000.00	\$150,000.00
B	RAW WATER PIPING AND VALVES	1	LS	\$275,000.00	\$275,000.00
C	INSTALLATION	1	LS	\$75,000.00	\$75,000.00
D	PRECAST STATION	1	LS	\$450,000.00	\$450,000.00
E	RAW WATER PUMP STATION SUB-TOTAL				\$950,000.00
3	SITE PIPING				
A	RAW WATER MAIN	1	LS	\$76,000.00	\$76,000.00
B	YARD PIPING	1	LS	\$85,000.00	\$85,000.00
C	EFFLUENT PIPE	1	LS	\$95,000.00	\$95,000.00
D	SITE PIPING SUB-TOTAL				\$256,000.00
4	SITE WORK				
A	CLEARING, GRADING & EXCAVATION	1	LS	\$65,000.00	\$65,000.00
B	STORM DRAINAGE	1	LS	\$15,400.00	\$15,400.00
C	CURBS, GUTTERS & SIDEWALKS	1	LS	\$7,500.00	\$7,500.00
D	PAVING	1	LS	\$45,000.00	\$45,000.00
E	LANDSCAPING	1	LS	\$14,000.00	\$14,000.00
F	SITE WORK SUB-TOTAL				\$146,900.00
5	FLASH MIX				
A	RAW WATER CONTROL VALVE & FLOW TUBE	1	LS	\$15,400.00	\$15,400.00
B	STEEL	1	LS	\$23,750.00	\$23,750.00
C	MIXER	1	LS	\$16,500.00	\$16,500.00
D	SPLITTER GATE	1	LS	\$11,250.00	\$11,250.00
E	INSTALLATION	1	LS	\$8,500.00	\$8,500.00
F	METALS	1	LS	\$12,500.00	\$12,500.00
G	FLASH MIX SUB-TOTAL				\$87,900.00

2.0 MGD WATER TREATMENT PLANT - RICHLAND COUNTY UTILITIES

PRELIMINARY COST ESTIMATE

10/01/18

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6	PULSATORS - 2 UNITS				
A	STEEL SHELL	1	LS	\$275,000.00	\$275,000.00
B	CONCRETE UNDER THE FOUNDATION	1	LS	\$75,000.00	\$75,000.00
C	EQUIPMENT	1	LS	\$950,000.00	\$950,000.00
D	INSTALLATION & PAINTING	1	LS	\$125,000.00	\$125,000.00
E	METALS WITH INSTALLATION	1	LS	\$45,000.00	\$45,000.00
F	PULSATORS SUB-TOTAL				\$1,470,000.00
7	FILTERS - 4 FILTER CELLS				
A	STEEL TANKAGE	1	LS	\$160,000.00	\$160,000.00
B	CONCRETE UNDER THE FILTER	1	LS	\$65,000.00	\$65,000.00
C	EQUIPMENT	1	LS	\$500,000.00	\$500,000.00
D	MEDIA	1	LS	\$55,000.00	\$55,000.00
E	INSTALLATION & PAINTING	1	LS	\$110,000.00	\$110,000.00
F	METALS WITH INSTALLATION	1	LS	\$45,000.00	\$45,000.00
G	ISOLATION & REWASH PIPING	1	LS	\$35,000.00	\$35,000.00
H	FILTERS SUB-TOTAL				\$970,000.00
8	CLEARWELL (1 - 250,000 GALLON CLEARWELL)				
A	FOUNDATION PREPARATION	1	LS	\$75,000.00	\$75,000.00
B	POURED IN PLACE CONCRETE	1	LS	\$175,000.00	\$175,000.00
C	CLEARWELL SUB-TOTAL				\$250,000.00
9	FINSHED WATER PUMP STATION				
A	PUMPS (4 FW)	1	LS	\$175,000.00	\$175,000.00
B	PUMP STARTERS	1	LS	\$65,000.00	\$65,000.00
C	PUMP CONTROL VALVES	1	LS	\$67,500.00	\$67,500.00
D	INSTALLATION & PAINTING	1	LS	\$86,000.00	\$86,000.00
E	METALS	1	LS	\$35,000.00	\$35,000.00
F	CANS FOR PUMPS	1	LS	\$90,000.00	\$90,000.00
G	PUMP STATION SUB-TOTAL				\$518,500.00
10	SLUDGE BLOWDOWN LAGOON FOR BACKWASH & CLARIFIER				
A	CONCRETE & EXCAVATION	1	LS	\$157,850.00	\$157,850.00
B	DECANTER	1	LS	\$25,000.00	\$25,000.00
C	INSTALLATION, GROUTING & PAINTING	1	LS	\$34,000.00	\$34,000.00
D	DECANT PUMP STATION	1	LS	\$75,000.00	\$75,000.00
E	SLUDGE PUMP STATION	1	LS	\$85,000.00	\$85,000.00
F	METALS	1	LS	\$15,000.00	\$15,000.00
G	SLUDGE BLOWDOWN LAGOON SUB-TOTAL				\$391,850.00

2.0 MGD WATER TREATMENT PLANT - RICHLAND COUNTY UTILITIES

PRELIMINARY COST ESTIMATE

10/01/18

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
11	BULK CHEMICAL STORAGE				
A	CONCRETE	1	LS	\$40,000.00	\$40,000.00
B	BULK TANKS, CAUSTIC & ALUM	1	LS	\$50,000.00	\$50,000.00
C	MIXER, DAY TANKS & CIRCULATION PUMPS	1	LS	\$25,000.00	\$25,000.00
D	INSTALLATION & START-UP	1	LS	\$45,000.00	\$45,000.00
E	BULK CHEMICAL STORAGE SUB-TOTAL				\$160,000.00
12	CHEMICAL FEED SYSTEM				
A	CHEMICAL EQUIPMENT & START-UP				
	TWO ALUM PUMPS WITH AUTOMATIC CONTROLS	1	LS	\$18,750.00	\$18,750.00
	TWO CAUSTIC PUMPS WITH AUTOMATIC CONTROLS	1	LS	\$18,750.00	\$18,750.00
	TWO POLYHOSPHATE PUMPS WITH AUTOMATIC CONTROLS	1	LS	\$18,750.00	\$18,750.00
	TWO FLOURIDE PUMPS WITH AUTOMATIC CONTROLS	1	LS	\$18,750.00	\$18,750.00
	THREE POLYMER PUMPS WITH AUTOMATIC CONTROLS	1	LS	\$18,750.00	\$18,750.00
	HYPOCHLORITE BULK & FEED SYSTEM	1	LS	\$115,000.00	\$115,000.00
	ONE GAS AUTOMATIC AMMONIA SYSTEM	1	LS	\$45,000.00	\$45,000.00
B	CHEMICAL FEED PIPING	1	LS	\$35,000.00	\$35,000.00
C	INSTALLATION	1	LS	\$75,000.00	\$75,000.00
D	CHEMICAL FEED SUB-TOTAL				\$363,750.00
13	OPERATIONS BUILDING				
A	GENERAL CONSTRUCTION	1	LS	\$250,000.00	\$250,000.00
B	LABORATORY EQUIPMENT	1	LS	\$95,000.00	\$95,000.00
C	CHEMICAL HANDLING EQUIPMENT	1	LS	\$12,500.00	\$12,500.00
D	OPERATIONS BUILDING SUB-TOTAL				\$357,500.00
14	INSTRUMENTATION, ANALYTICAL & METERING				
A	FIELD INSTRUMENTS, ANALYTICAL, COMPUTER SYSTEM	1	LS	\$275,000.00	\$275,000.00
B	START-UP	1	LS	\$25,000.00	\$25,000.00
C	INSTALLATION	1	LS	\$60,000.00	\$60,000.00
D	INSTRUMENTATION SUB-TOTAL				\$360,000.00
15	ELECTRICAL COMPONENTS				
A	GENERAL ELECTRICAL CONSTRUCTION	1	LS	\$850,000.00	\$850,000.00
B	GENERATOR	1	LS	\$125,000.00	\$125,000.00
C	ELECTRICAL SUB-TOTAL				\$975,000.00

2.0 MGD WATER TREATMENT PLANT - RICHLAND COUNTY UTILITIES

PRELIMINARY COST ESTIMATE

10/01/18

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
16	MECHANICAL CONSTRUCTION	1	LS	\$75,000.00	\$75,000.00
17	SUBTOTAL				\$7,432,400.00
18	CONTRACTORS OVERHEAD (2%)				\$148,648.00
19	CONTRACTORS PROFIT (8%)				\$594,592.00
TOTAL ESTIMATED CONSTRUCTION COST					\$8,176,000.00
CONSTRUCTION CONTINGENCY (10%)					\$817,600.00
ENGINEERING & SURVEYING (6%)					\$491,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$328,000.00
PERMITTING					\$90,000.00
LAND PURCHASE/EASEMENTS					\$100,000.00
LEGAL					\$175,000.00
TOTAL PROJECT COST					\$10,178,000.00

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JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

500,000 GALLON CAPACITY (NEW OR USED) ELEVATED WATER STORAGE TANK					
PRELIMINARY COST ESTIMATE					
10/01/18					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$24,000.00	\$24,000.00
2	CONSTRUCTION STAKING	1	LS	\$2,500.00	\$2,500.00
3	CLEAR SITE	1.25	AC	\$4,000.00	\$5,000.00
4	SITE GRADING	1	LS	\$22,000.00	\$22,000.00
5	SEDIMENT & EROSION CONTROL	1	LS	\$10,000.00	\$10,000.00
6	GRASSING: SEEDING, FERTILIZER, & MULCH	1.25	AC	\$3,500.00	\$4,375.00
7	NEW 500,000 GALLON ELEVATED WATER STORAGE TANE	1	EA	\$750,000.00	\$750,000.00
8	CONCRETE FOUNDATION FOR ELEVATED TANK	1	LS	\$225,000.00	\$225,000.00
9	ALTITUDE VALVE AND VAULT	1	LS	\$125,000.00	\$125,000.00
10	TANK SIGN	1	LS	\$5,500.00	\$5,500.00
11	TANK LOT FENCE AND GATE	1	LS	\$15,400.00	\$15,400.00
12	24" DUCTILE IRON PIPE	1500	LF	\$110.00	\$165,000.00
13	24" BUTTERFLY VALVES	3	EA	\$8,000.00	\$24,000.00
14	ASPHALT DRIVE	1	LS	\$35,000.00	\$35,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$1,412,775.00
CONSTRUCTION CONTINGENCY (10%)					\$141,277.50
ENGINEERING & SURVEYING (7%)					\$99,000.00
CONSTRUCTION ADMINISTRATION (4%)					\$57,000.00
PERMITTING					\$1,500.00
LAND PURCHASE/EASEMENTS					\$25,000.00
TOTAL PROJECT COST					\$1,737,000.00

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CITY OF COLUMBIA BULK PURCHASE CONTRACT



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2013-038

Establishing a Bulk Water Policy with respect to the Sale of Potable Water

WHEREAS, the City of Columbia owns, operates and maintains a regional water treatment and distribution system; and,

WHEREAS, it is the intent and desire of Columbia City Council to promulgate a policy with respect to the provision of bulk water sales; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 19th day of March, 2013, that the following policy be adopted with regard to the provision of bulk water sales to third parties:

1. Bulk Water Agreements are approved by Council with recommendation by Utilities and Engineering when in the best interest of the City.

Consideration will be made on a case by case basis depending on operating capacities at the point of sale combined with future growth needs of the City's distribution system.

2. Capacity is verified by Purchaser's engineer using current City of Columbia and SCDHEC Regulations.

Calculations are to be provided to the City of Columbia for review and approval. City reserves the right to approve or disapprove based current and/or future capacity needs of the City's distribution system. Purchaser's engineer must provide recommended meter size and location required to meet the demands of the purchaser.

3. City does not guarantee any level of service including water quality or quantity beyond Purchaser's meter connection.

Purchaser is responsible for all aspects of maintaining water quality standards

4. Purchased water shall only be distributed within Purchaser's service area. Purchaser may sell to other water providers (Bulk Water Customers) provided that the customers are not contiguous to the City's service area and the Purchaser does not solely rely on the City's water service to provide adequate service.

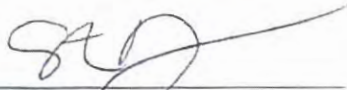
5. The City may terminate service for any reason after twenty-four (24) hour notification. Service may be limited at any time for emergencies such as water main break and/or maintenance purposes.

6. Rates for service shall be in accordance with the current rate schedule and are subject to any future increases as approved by Council.


7. Purchaser is responsible for obtaining any easements and/or permits associated with the Bulk Water Sale.

Requested by:

Mayor and City Council


MAYOR

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced: 3/19/2013

Final Reading: 3/19/2013

Last revised: 3/20/2013
13030554

easements and in accordance with plans approved by Columbia. County will not place the system in operation until final inspection and final approval is given by Columbia. County shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any other federal or state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to County. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to County are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to County are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to County, to terminate this Agreement and cease furnishing water to County.

5. County shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery points shall be the sole responsibility of County, at no cost to Columbia.

8. County shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery points.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery points, but shall not be liable to County for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify County as soon as is practicable in advance of any reduction in the amount of water made available to County. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to County and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, County shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to County or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections. No claims shall be made against Columbia by County by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be for a period of five (5) years from the date this Agreement is executed by County. County may extend this Agreement for an additional five (5) year term by giving Columbia written notice ninety (90) days prior to the end of the initial five (5) year term.

11. Upon execution of this Agreement, Columbia and County mutually agree to terminate the existing agreement between Columbia and County by written agreement to terminate and such agreement shall be null and void and no longer legally binding upon Columbia or County. This Agreement is contingent upon the execution of a written agreement to terminate by Columbia and County.

12. County may terminate this Agreement upon ninety (90) days written notice to the City.

13. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. County shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia. Such consent will not be unreasonably withheld by Columbia or County. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

14. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia	Attention: City Manager Post Office Box 147 Columbia, SC 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
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COUNTY	Attention: County Administrator XXX	With a copy to:	County Attorney XXX
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15. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and County agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement.

16. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or County. Jurisdiction of any action brought by Columbia or County under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

17. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials the date first written above.

WITNESSES:

COUNTY

APPENDIX A

ORIGINAL
STAMPED IN RED

Sec. 23-149. Sewer service rates.

(a) Generally. Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	7.58	12.90
1	7.58	12.90
1½	7.58	12.90
2	12.14	20.63
3	24.28	41.27
4	37.94	64.49
6	75.88	129.00
8	121.42	206.40
10	189.71	322.50

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	3.94	6.71

(b) Consumers using water cooling towers for air conditioning. Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	12.30	15.65
1	17.35	22.91
1½	22.38	30.17
2	32.46	44.65
3	52.60	73.67
4	92.88	131.69
6	193.58	276.76
8	274.13	392.82
10	603.90	867.93

(c) Limitation on charge on single-family residences. Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d) Apartments and trailer parks. Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e) Hotels, motels, dormitories and roominghouses. Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f) Contaminated groundwater. Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

This ordinance is effective as of July 1, 2018.

Requested by:

Mayor and City Council



Mayor

Approved by:

Geneva Wilson
City Manager

Approved as to form:


City Attorney

ATTEST:

Erica D. Moore
City Clerk

Public Hearing: 6/5/2018
Introduced: 6/5/2018
Final Reading: 6/19/2018

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NCWSA CONDITIONS FOR SALE



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

*Southeast Richland County
Water System Improvements
10/1/2018*

Joel E Wood

From: Brent Richardson <brichardson@newberrycountywsa.com>
Sent: Wednesday, August 29, 2018 11:31 AM
To: joelwood@comporium.net
Cc: 'Daniel Quattlebaum'
Subject: NCWSA - Cost Estimate
Attachments: Richland Co Water.pdf; Richland.Co.Water.US.176.pdf

See attached.

NCWSA's large user (avg. use is greater than 1,000,000 gallons/month) water rate is currently \$4.60/1,000 Gallons with a base fee of \$300.00/month.

The connection fee would include an Installation Component (actual cost of connection) plus a Capacity Component (replace WTP capacity). The Capacity Component is currently \$726.00/REU (150 GPD). At 500,000 GPD, the Capacity Component is approximately \$2,420,000.00.

Thanks

Brent A. Richardson, NCWSA Manager

13903 CR Koon Hwy. | Newberry, SC 29108

P (803) 276-7020 | M (803) 924-5937

brichardson@newberrycountywsa.com

Quality Water...Reliable Service

**16" Ductile Iron
Water Line**



POMARIA



**12" Ductile Iron
Water Line**



PEAK

LITTLE
MOUNTAIN

Newberry County Water & Sewer Authority

Water Service to Richland County @ US 176

Cost Estimate

Item	Description	Quantities	Unit	Unit Cost	Total
1	Interstate & Creek Crossings	1	Ea	\$150,000.00	\$150,000.00
2	16" Ductile Iron Water Line	21,000	Ft	\$80.00	\$1,680,000.00
3	12" Ductile Iron Water Line	37,000	Ea	\$50.00	\$1,850,000.00
4	Gate Valves	30	Ea	\$10,000.00	\$300,000.00
5	Air Release Valves	30	Ea	\$5,000.00	\$150,000.00
6	Fire Hydrants	30	Ea	\$5,000.00	\$150,000.00
	Subtotal				\$4,280,000.00
	Mobilization & Miscellaneous			10%	\$428,000.00
	Contingency			15%	\$642,000.00
	Engineering			12%	\$513,600.00
	Total Project Costs				\$5,863,600.00

Richland County Council Request for Action

Subject:

Private Pond Outfall Silt Removal Standard Operating Procedure (SOP)

Notes:

October 23, 2018 – The committee recommended Council approve the revisions and renaming of the Private Pond Outfall Silt Removal SOP



Development & Services Committee Meeting Briefing Document

Agenda Item

Private Pond Outfall Silt Removal Standard Operating Procedure (SOP)

Background

In 2005, County Council approved a Private Pond Policy developed by the Department of Public Works (DPW). Since the adoption, the extent of the policy has expanded, and in some cases, the County performed maintenance that went far beyond the scope of the original 2005 policy. The expansion of the interpretation of the policy led to various requests for the County to assist with more expensive dredging and sediment removal projects.

The Private Pond Policy was reviewed in 2010 with no changes. After the 2015 flood, more requests came to DPW dredging assistance and dam repair. The Private Pond Policy was reviewed by the DPW staff for updates and changes needed to revert back to the original intent of the policy. Attached with this document is the revised and renamed Private Pond Outfall Silt Removal SOP.

The newly revised policy focuses on removing silt / sediment from County maintained outfalls that discharge into a privately owned pond. In these cases the County maintained system discharges directly into a private water body which is providing a measure of public good and, thereby, should qualify for assistance from the County.

Issues

Not having a policy or procedure in place makes it unclear what type of assistance, if any, the County can provide. Having a policy which isn't clearly defined can lead to misinterpretation of the intent of the policy. This leaves the door open to various requests that must be considered on a case-by-case basis, and, in turn, can lead to inequity when delivering services to the citizens of Richland County. A written SOP also helps ensure compliance with The State Attorney General's opinion regarding using public resources on private property.

Fiscal Impact

The revised policy only allows for assistance with sediment removal around outfalls connected to The County Road Maintenance System that discharge into a private pond. The removal will be conducted by Public Works' forces and equipment, eliminating the need for outside contractors or engineering services. No additional funding is needed at this time to support this initiative.

Past Legislative Actions

May 3, 2005 – County Council unanimously approved the Private Pond Policy.

Alternatives

1. Approve the revisions and renaming of the Private Pond Outfall Silt Removal SOP.

Or,

2. Do not approve the revisions and renaming of the Private Pond Outfall Silt Removal SOP.

Staff Recommendation

Staff recommends County Council approve the revisions and renaming of the SOP.

Submitted by: Department of Public Works – SH20 **Date:** September 26, 2018





**DEPARTMENT OF PUBLIC WORKS
STANDARD OPERATING PROCEDURE**

DPW SOP #: TBD

TITLE: Private Pond Outfall Silt Removal SOP

LEAD DIVISION: Stormwater Management Division

EFFECTIVE DATE: TBD

REVIEW DATE: Three-year review cycle / November 2021

PREPARED BY: Synithia Williams, Stormwater General Manager

APPROVED BY: TBD

REFERENCES: USACE/Dam and Reservoir Safety Act

ATTACHMENTS: None

I. PURPOSE

To establish standard criteria, policy, and procedures that will allow Richland County to provide appropriate assistance to mitigate or reduce the negative impacts of the accumulation of silt a privately owned pond or lake caused by connection to the County Road Maintenance System and the associated area drainage system outfall.

II. DEFINITIONS

- A. Dredging – The removal of sediments and debris from the bottom of lakes, rivers, harbors, and other water bodies. The US Army Corps of Engineers issues permits for the disposal of dredged material.

- B. Homeowners Association (HOA) - An organization in a subdivision, planned community, or condominium that makes and enforces rules for the properties within its jurisdiction.
- C. Perpetual maintenance – Permanent and continual responsibility for the maintenance of a pond, lake, detention, or stormwater retention facility.
- D. Pond – A water body that, under normal circumstances, holds water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be connected to a public drainage system.
- E. Pond Owners Association (POA) – An organization in a subdivision, planned community or condominium that makes and enforces rules for the pond or lake within its jurisdiction.
- F. Private water-bodies – Receiving waters (most often ponds, lakes or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water-bodies may be connected to a public drainage system.
- G. Property owner (Owner) – A holder or proprietor of land.
- H. Public drainage system – A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water-bodies may receive stormwater runoff from these systems.
- I. Routine maintenance – Efforts toward effective management of a lake or pond such as the harvesting and cut back of dead vegetation, clearing accumulated debris, and other preventative maintenance.
- J. Waters of the state - Lakes, bays, sounds, ponds, impounding reservoirs, springs, rivers, streams, creeks, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction.

III. BACKGROUND

The County owns and maintains an extensive network of stormwater drainage assets including pipes, ditches, catch basins, etc. Some of these drainage assets are connected to private water bodies such as

ponds or lakes either directly or indirectly through a public drainage system. Perpetual and routine maintenance of privately owned water bodies is the responsibility of the property owner(s), but by accepting the drainage from the public system, the private water body is providing a measure of public benefit and, in some cases, may qualify for assistance from the County to ensure the water body's proper function.

IV. POLICY

This policy only relates to the removal of sediment accumulated in and around outfalls from a County maintained public drainage system. The County Engineer or his/her designee will determine if the pond or lake is connected to a County maintained public drainage system and if runoff from the drainage system contributed significantly to the silt removal maintenance requirement.

The County will only remove the blockages using force account equipment and staff. Blockages that require rental of equipment, hiring of an outside engineer, or capital project status do not fall under this policy and will be reviewed as a separate issue by the County Engineer and his/her designee.

In order to mitigate or reduce the negative impact of connection of private water bodies (lakes, ponds, and dry detention basins) to County maintained public drainage systems, the following criteria must be met:

- A.** Direct connection with a County maintained drainage system that discharges stormwater runoff into the water body;
- B.** Maintenance activity will not disturb any known or delineated wetland area;
- C.** The owners dedicate temporary drainage easements and hold harmless agreements at no cost to the County, as determined appropriate by the County Engineer;
- D.** The property owner, POA, or HOA have made no significant changes to the water body or surrounding area which caused damage or the need for County assistance;
- E.** The County will provide this assistance no more than once every five years. The property owner, HOA, or POA must contact the County for assistance related to this policy.

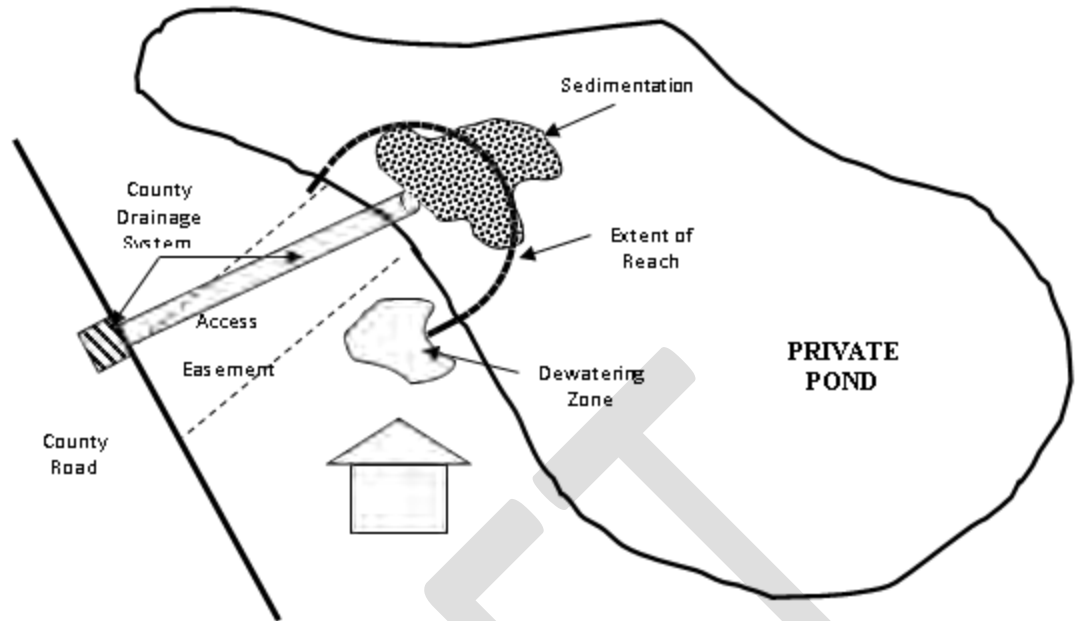


Figure 1

V. EXCEPTIONS

The policy does not apply in the following circumstances:

- A.** Water bodies with the Waters of the State designation that are under the jurisdiction of the US Army Corps of Engineers;
- B.** Removal of materials, including sediment, from the entire pond outside of the reach of County equipment and in proximity to the County outfalls (See Figure 1);
- C.** Litter removal;
- D.** Vegetation management;
- E.** Wildlife control and/or replenishment of fish;
- F.** Privately owned dry detention basins designed as a stormwater management feature;
- G.** Dam modifications and maintenance subject to the SC Dams and Reservoirs Safety Act and under the jurisdiction of the SC Department of Health and Environmental Control.

- H.** Sediment removal around outfalls associated with a SC Department of Transportation drainage network;
- I.** Haul off and disposal of sediment or other materials removed from a pond by the property owner, HOA, or POA.

VI. PROCEDURE

- A.** When a property owner, HOA, or POA contacts the county for assistance, the structure will be evaluated by the County Engineer or his/her designee to determine if all criteria are met;
- B.** The County Engineer will assess the water body's connection to the public drainage system and determine the extent of blockage caused by sediment in stormwater runoff from the public drainage system;
- C.** A document package will be prepared to obtain the property owner's consent for the County to access the pipes, ditches, or inlet into the pond to remove the blockage from the water body;
- D.** The property owner, HOA, or POA is responsible for providing unobstructed access to the outfall and lowering the water levels if needed to provide maintenance;
- E.** Water bodies that meet qualifications, and the work required can be accomplished by County staff, will be added to the County's maintenance schedule in the order that the project is received;
- F.** All easements and hold harmless agreements shall be recorded prior to any maintenance activity is performed.

This policy will provide a general guidance when providing assistance on privately owned ponds, lakes and basins. All situations may not fit this policy and in those circumstances the request will be evaluated on an individual case-by-case basis.

The private pond policy was originally approved Richland County Council in their meeting of May 3, 2005, reviewed by the Department of Public Works in May 2010 and revised to the private pond outfall silt removal policy in September 2018.

Richland County Council Request for Action

Subject:

Freedom of Information Act Policy Revision

Notes:

October 23, 2018 – The committee recommended Council approve the revised FOIA policy and procedures, with the clarification to Sec. IV(ii) regarding holidays and the inclusion of language to cover natural disasters/storms notated by Mr. Malinowski.



Administration & Finance Committee Meeting Briefing Document

Agenda Item

Freedom of Information Act Policy Revision

Background

The County FOIA (South Carolina Freedom of Information Act) policy is being revised as an attempt to ensure compliance and minimize potential litigation/liability when responding to requests for public records made in accordance with the SC Freedom of Information Act. See S.C. Code of Laws §§30-4-10 et seq.

The revisions to the policy are pursuant to the 2017 amendments to the FOIA. In accordance with the S.C. Code of Laws, all Richland County departments shall adhere to the fee schedule as set forth in the revised policy. All fees collected will be applied to the General Fund Balance.

The revised FOIA policy is attached with the recommended changes redlined.

Issues

Several changes have been made to the Freedom of Information Act, key of among which are:

- A 25% deposit may be required before searching for or copying records
- Fees must be posted online
- Convicted prisoners do not have the right to request records under FOIA
- The County has 10 business days (previously 15) from date request received to notify requestor of the determination and reasons for denial/exemption (20 days if records are more than 2 years old)
- Must provide records within 30 calendar days (35 if more than 2 years old) of the initial determination/fee notification
- All documents distributed to or reviewed by council members during a meeting in the past 6 months must be available for walk-in inspection (just like meeting minutes)
- Public body may request circuit court hearing to seek relief from burdensome, overly broad, vague, or improper FOIA requests, or to determine whether records are subject to FOIA
- New criminal offense of obtaining or using personal information from county and municipal FOIA requests for commercial solicitation (previously only applied to state records)
- County must take "reasonable measures" to prevent FOIA records from being used for commercial solicitation

Fiscal Impact

None.

Past Legislative Actions

- This is a staff-initiated request.
- The existing policy became effective July 27, 2010
- The revised policy was approved December 6, 2016

Alternatives

1. Approve the revised FOIA policy and procedures as presented.
2. Do not approve the revised FOIA policy and procedures as presented.

Staff Recommendation

It is recommended that the County approve the revised FOIA policy and procedures as presented.

Richland County Government

Policies and Procedures Manual

Title: Freedom of Information Act Requests

Department: Administrative Policy Number: 2018 - 1

Effective Date: _____

I. Purpose

To establish a procedure to respond to requests for public records in accordance with the South Carolina Freedom of Information Act ("FOIA"). *See S.C. Code of Laws §§30-4-10 et seq.*

II. Definitions

Public record – includes all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body. It is hereby the policy of Richland County to decline any request to create a record, which does not already exist at the time of the request, in response to any FOIA request. ~~Note, a public body is not required to create an electronic version of a public record when one does not exist to fulfill a records request.~~

Exemptions – A public body may but is not required to exempt from disclosure certain records. The list of allowed exemptions may be found in S.C. Code of Laws §30-4-40.

FOIA Request- A request, in writing, for public records made in accordance with the South Carolina Freedom of Information Act ("FOIA"). Any person has a right to inspect or copy any public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and place of access, as determined by Richland County.

- ~~This right does not extend to individuals serving a sentence of imprisonment in a state or county correctional facility. Pre-trial detainees not yet sentenced or other persons not yet sentenced detained in a state or county correctional facility have the right to inspect or copy any public record of a public body.~~
- ~~A person or private entity shall not knowingly obtain or use personal information obtained from a state agency, a local government, or other political subdivision of the State for commercial solicitation directed to any person in this State.~~
- Each state agency, local government, and political subdivision of the State shall provide a notice to all requestors of records pursuant to this chapter and to all persons who obtain records pursuant to this chapter that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited.

The following records of a public body must be made available for public inspection and copying during hours of operations of the public body without the requestor being required to make a written request to inspect or copy the records when the requestor appears in person:

- (1) Minutes of the meetings of the public body for the preceding six months;
- (2) All reports identified in section 30-4-50(A)(8) (*crime reports*) for at least the fourteen day period before the current day; ~~and~~
- (3) Documents identifying persons confined in jail, detention center, or prison for the preceding three months; ~~;~~ ~~and~~
- (4) ~~All documents produced by the public body or its agent that were distributed to reviewed by a member of the public body during a public meeting for the preceding six-month period.~~

Fees – The public body may establish and collect fees not to exceed the actual cost of ~~the search, retrieval, and redaction of records~~. Fees charged by a public body must be uniform for copies of the same record or document

and may not exceed the prevailing commercial rate for the producing of copies. The records must be furnished at the lowest possible cost to the person requesting the records. When the County Administrator determines that providing the information requested is considered as primarily benefiting the general public, a waiver or the reduction of the fee may be granted. The County may charge a reasonable hourly rate for making records available to the public and may require a deposit not to exceed twenty-five percent (25%) of the total anticipated cost for reproduction of the records prior to searching for or making copies of the records. A copy of the fee schedule shall be posted online. ~~See below Fee Schedule Policy. Documents may be furnished when appropriate without charge or at a reduced charge where the County Administrator determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if documents are subject to disclosure. The County may charge a reasonable hourly rate for making records available to the public and require a deposit not to exceed twenty-five percent of the total anticipated cost for reproduction of the records prior to searching for or making copies of the records. A copy of the fee schedule shall be posted online. See below Fee Schedule Policy.~~

Request for Responses:

III. Procedure

A. Intake and Assessment:

- I. Department Directors should designate, at a minimum, one person or as many employees as the Director deem necessary within each department responsible for handling FOIA requests. This responsibility should include receiving, logging, processing, and/or coordination of response.
- II. All FOIA requests received (in hand delivery, email, or facsimile) by any County Department (with the exception of those identified in the above definitions) shall be immediately date and time stamped and delivered to the Richland County Ombudsman's Office for processing. A copy of the request (hard or electronic) shall be retained by the department.
- III. Any citizen requesting information on where to send a FOIA request, shall be informed to hand deliver, mail, email, use the online FOIA form or fax the request to:
Ombudsman's Office
2020 Hampton Street, Suite 3061
Columbia, SC 29204
ombudsman@rcgov.us
Fax: 803-929-6009
- IV. The Ombudsman's Office shall assess the request to determine if it is a FOIA request (i.e., a request for records) or merely questions (i.e., request for responses) posed to Richland County. ~~FOIA requests shall be immediately processed per the below procedures.~~ It is hereby the policy of Richland County to deny requests for responses to questions from citizens. The Ombudsman's Office shall reply, in writing, ~~to all requests for response~~ to questions informing the requestor of the County's policy. Questions from the media shall be forwarded to the PIO for response. ~~FOIA requests shall be immediately processed per the below procedures.~~
 - i. The Ombudsman's Office will forward the FOIA request to all departments, via the departmental FOIA designee. All departments must respond to the Ombudsman's Office within 48 hours indicating if they have information which is responsive to the FOIA request and/or request a clarification about the request. If a department indicates it has responsive documents/information, the department must ~~immediately~~ two (2) days provide a cost estimate (and an estimated time for the provision of records) based on the Fee Scheduled Policy herein provided. Departments with questions regarding compliance with the FOIA and whether certain County records are public records should contact the Legal Department.

ii. The County has ~~ten~~ (10) working days (excluding weekends and ~~County holidays~~ legal public holidays) from the date of receipt to reply to the requestor in writing informing the requestor of the County's determination of availability of the requested records; ~~however, if the record is more than twenty-four (24) months old at the date the request is made, the County has twenty (20) days (excluding weekends and legal public holidays) of the receipt to make this notification.~~ Such correspondence shall also include the request for ~~deposit of twenty-five percent (25%) of the total cost,~~ based on the departmental estimate. The records will not be retrieved by the department(s) until the ~~deposit~~ has been received by the County and the check or transaction has cleared with the financial institution. When the ~~deposit~~ is cleared with the financial institution, the Ombudsman's Office will notify the requestor of the estimated time of response, unless such time is less than ~~seven-five~~ (57) days, in which case, no follow-up letter is necessary.

~~ii.iii.~~ The record must be furnished or made available no later than 30 calendar days from the date on which the deposit cleared the financial institution or the date the final determination was provided. If the records are more than 24 months old, the record must be furnished or made available no later than 35 calendar days from the date on which the deposit was made or the date the final determination was provided.

~~if the documents requested are two years old or less, and the documents have to be produced no later than 30 calendar days after the response date. If the documents requested are more than two years old, the response time is 20 days, and the documents must be produced no later than 35 calendar days from the response date.~~

~~iii.iv.~~ Requests for clarification or requests to narrow an overly broad request that the County cannot reasonably respond to shall be communicated to the requestor in writing within seven (7) days of the County's receipt of the request. ~~This request does not extend deadlines. The deadline to respond and all other applicable deadlines will remain active and the County must adhere to these deadlines regardless of whether the request is narrowed or whether clarification is given.~~

~~iv.v.~~ The various response, determination, and production deadlines are subject to extension by written mutual agreement of the County and the requesting party at issue, and this agreement shall not be unreasonably withheld.

~~v.vi.~~ Each department with responsive records will provide the records to the Ombudsman's Office ~~in~~ ~~a timely manner~~ within two (2) days. The Ombudsman's Office will compile the information, draft a cover letter listing the information provided, and provide a completed packet to the Legal Department for review. The Legal Department will review the records for any exemptions, make any redactions necessary to the records (or request the department make the redactions), and provide the specific section of the FOIA statute to the Ombudsman's Office for inclusion in the response cover letter.

B. Fee Schedule Policy- In accordance with the S.C. Code of Laws, all Richland County departments shall adhere to the following fee schedule:

A fee shall not be charged if the total cost to produce the record(s) is \$20.00 or less.

Service		Fee
a.	Copying Fee	\$0.25 per page
A charge shall be levied for each hard copy made by copier or computer printer. If information is emailed, the copying fee does not apply.		
b.	Records Research	Gross Hourly Rate

Hourly fee, pro-rated, shall be based on the gross hourly rate of the person(s) lowest paid employee researching the records requested, who has the necessary skill and training to perform the request . This time shall include any time for making hard copies of records for the requestor. The department shall not use a department head or supervisor for records research unless such is reasonable due to the nature of the request.		
c.	Information Provided by Fax	Gross Hourly Rate
Hourly fee, pro-rated, shall be based on gross hourly rate of the lowest paid Ombudsman’s Office employee faxing the requested records.		
d.	E-mail Search Programming Fees	Gross Hourly Rate
Hourly fee, pro-rated, shall be based on gross hourly rate of the lowest paid IT employee who has the necessary skill and training to design ing and enter ing the search criteria for the requested records and retrieving the data.		
e.	Computer Media (CD)	\$5.00 per CD required
f.	USB Drives	Cost (including sales tax) of the USB Drive
f.	Public Inspection	Gross Hourly Rate
The County shall charge an hourly fee, pro-rated, based on the gross hourly rate of the lowest paid employee who has the necessary skill and training to tasked with making make records available to the public for inspection. The rate shall be charged for the entire time the records are open for inspection and the employee has control of the records for inspection.		
g.	Redactions	Gross Hourly Rate
The County shall charge an hourly fee, pro-rated, based on the gross hourly rate of the lowest paid employee who has the necessary skill and training to perform the redactions pursuant to policy.		

C. Related FOIA issues

- I. The Richland County Ombudsman’s Office will compile and maintain a computerized log of all FOIA requests.
- II. FOIA requests and/or responses may contain sensitive or confidential information. Employees involved in the FOIA process must maintain confidentiality as it relates to FOIA’s.
- III. Certain information received from the IT department or GIS is copyrighted material. Richland County restricts further commercial distribution of public documents pursuant to a copyright by requiring anyone requesting the copyrighted documents to sign a licensing agreement acknowledging the copyright on the information and restricting any further commercial use without prior written consent from the County. The Ombudsman’s Office shall include the above copyright statement on all such information provided and work with the County IT/GIS to have the appropriate documentation signed by the requestor.
- IV. The above fee schedule shall not be subject to yearly CPI increase, but shall be subject to change at any time by the Richland County Council.

County Administrator

Date

Date adopted by Richland County Council: _____

CHAPTER 4
Freedom of Information Act

SECTION 30-4-10. Short title.

This chapter shall be known and cited as the “Freedom of Information Act”.

HISTORY: 1978 Act No. 593, Section 1.

SECTION 30-4-15. Findings and purpose.

The General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy. Toward this end, provisions of this chapter must be construed so as to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings.

HISTORY: 1987 Act No. 118, Section 1.

SECTION 30-4-20. Definitions.

(a) “Public body” means any department of the State, a majority of directors or their representatives of departments within the executive branch of state government as outlined in Section 1-30-10, any state board, commission, agency, and authority, any public or governmental body or political subdivision of the State, including counties, municipalities, townships, school districts, and special purpose districts, or any organization, corporation, or agency supported in whole or in part by public funds or expending public funds, including committees, subcommittees, advisory committees, and the like of any such body by whatever name known, and includes any quasi-governmental body of the State and its political subdivisions, including, without limitation, bodies such as the South Carolina Public Service Authority and the South Carolina State Ports Authority. Committees of health care facilities, which are subject to this chapter, for medical staff disciplinary proceedings, quality assurance, peer review, including the medical staff credentialing process, specific medical case review, and self-evaluation, are not public bodies for the purpose of this chapter.

(b) “Person” includes any individual, corporation, partnership, firm, organization or association.

(c) “Public record” includes all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body. Records such as income tax returns, medical records, hospital medical staff reports, scholastic records, adoption records, records related to registration, and circulation of library materials which contain names or other personally identifying details regarding the users of public, private, school, college, technical college, university, and state institutional libraries and library systems, supported in whole or in part by public funds or expending public funds, or records which reveal the identity of the library patron checking out or requesting an item from the library or using other library services, except nonidentifying administrative and statistical reports of registration and circulation, and other records which by law are required to be closed to the public are not considered to be made open to the public under the provisions of this act; nothing herein authorizes or requires the disclosure of those records where the public body, prior to January 20, 1987, by a favorable vote of three-fourths of the membership, taken after receipt of a written request, concluded that the public interest was best served by not disclosing them. Nothing herein authorizes or requires the disclosure of records of the Board of Financial Institutions pertaining to applications and surveys for charters and branches of banks and savings and loan associations or surveys and examinations of the institutions required to be made by law. Information relating to security plans and devices proposed, adopted, installed, or utilized by a public body, other than amounts expended for adoption, implementation, or installation of these plans and devices, is required to be closed to the public and is not considered to be made open to the public under the provisions of this act.

(d) "Meeting" means the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power.

(e) "Quorum" unless otherwise defined by applicable law means a simple majority of the constituent membership of a public body.

HISTORY: 1978 Act No. 593, Section 3; 1985 Act No. 108, Section 3; 1987 Act No. 118, Section 2; 2002 Act No. 339, Section 17; 2003 Act No. 86, Section 7.

SECTION 30-4-30. Right to inspect or copy public records; fees; notification as to public availability of records; presumption upon failure to give notice; records to be available when requestor appears in person.

(A)(1) A person has a right to inspect, copy, or receive an electronic transmission of any public record of a public body, except as otherwise provided by Section 30-4-40, or other state and federal laws, in accordance with reasonable rules concerning time and place of access. This right does not extend to individuals serving a sentence of imprisonment in a state or county correctional facility in this State, in another state, or in a federal correctional facility; however, this may not be construed to prevent those individuals from exercising their constitutionally protected rights, including, but not limited to, their right to call for evidence in their favor in a criminal prosecution under the South Carolina Rules of Criminal Procedure.

(2) A public body is not required to create an electronic version of a public record when one does not exist to fulfill a records request.

(B) The public body may establish and collect fees as provided for in this section. The public body may establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records. The public body shall develop a fee schedule to be posted online. The fee for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request. Fees charged by a public body must be uniform for copies of the same record or document and may not exceed the prevailing commercial rate for the producing of copies. Copy charges may not apply to records that are transmitted in an electronic format. If records are not in electronic format and the public body agrees to produce them in electronic format, the public body may charge for the staff time required to transfer the documents to electronic format. However, members of the General Assembly may receive copies of records or documents at no charge from public bodies when their request relates to their legislative duties. The records must be furnished at the lowest possible cost to the person requesting the records. Records must be provided in a form that is both convenient and practical for use by the person requesting copies of the records concerned, if it is equally convenient for the public body to provide the records in this form. Documents may be furnished when appropriate without charge or at a reduced charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. A deposit not to exceed twenty-five percent of the total reasonably anticipated cost for reproduction of the records may be required prior to the public body searching for or making copies of records.

(C) Each public body, upon written request for records made under this chapter, shall within ten days (excepting Saturdays, Sundays, and legal public holidays) of the receipt of the request, notify the person making the request of its determination and the reasons for it; provided, however, that if the record is more than twenty-four months old at the date the request is made, the public body has twenty days (excepting Saturdays, Sundays, and legal public holidays) of the receipt to make this notification. This determination must constitute the final opinion of the public body as to the public availability of the requested public record, however, the determination is not required to include a final decision or express an opinion as to whether specific portions of the documents or information may be subject to redaction according to exemptions provided for by Section 30-4-40 or other state or federal laws. If the request is granted, the record must be furnished or made available for inspection or copying no later than thirty calendar days from

the date on which the final determination was provided, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the final determination was provided. If a deposit as provided in subsection (B) is required by the public body, the record must be furnished or made available for inspection or copying no later than thirty calendar days from the date on which the deposit is received, unless the records are more than twenty-four months old, in which case the public body has no later than thirty-five calendar days from the date on which the deposit was received to fulfill the request. The full amount of the total cost must be paid at the time of the production of the request. If written notification of the determination of the public body as to the availability of the requested public record is neither mailed, electronically transmitted, nor personally delivered to the person requesting the document within the time set forth by this section, the request must be considered approved as to nonexempt records or information. Exemptions from disclosure as set forth in Section 30-4-40 or by other state or federal laws are not waived by the public body's failure to respond as set forth in this subsection. The various response, determination, and production deadlines provided by this subsection are subject to extension by written mutual agreement of the public body and the requesting party at issue, and this agreement shall not be unreasonably withheld.

(D) The following records of a public body must be made available for public inspection and copying during the hours of operations of the public body, unless the record is exempt pursuant to Section 30-4-40 or other state or federal laws, without the requestor being required to make a written request to inspect or copy the records when the requestor appears in person:

- (1) minutes of the meetings of the public body for the preceding six months;
- (2) all reports identified in Section 30-4-50(A)(8) for at least the fourteen-day period before the current day;
- (3) documents identifying persons confined in a jail, detention center, or prison for the preceding three months; and
- (4) all documents produced by the public body or its agent that were distributed to or reviewed by a member of the public body during a public meeting for the preceding six-month period.

(E) A public body that places the records in a form that is both convenient and practical for use on a publicly available Internet website is deemed to be in compliance with the provisions of subsection (D), provided that the public body also shall produce documents pursuant to this section upon request.

HISTORY: 1978 Act No. 593, Section 4; 1987 Act No. 118, Section 4; 1990 Act No. 555, Section 1; 1998 Act No. 423, Section 1; 2017 Act No. 67 (H.3352), Section 1, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 1, rewrote the section, providing that electronic transmissions are included among the record formats available for inspection, providing certain limitations applicable to prisoners, providing that public bodies are not required to create electronic versions of public records to fulfill records requests, revising requirements concerning records request fulfillment fees, permitting public bodies to charge certain deposits before searching and copying public records in response to records requests, and revising the time limits and manner for responding to records requests.

SECTION 30-4-40. Matters exempt from disclosure.

(a) A public body may but is not required to exempt from disclosure the following information:

(1) Trade secrets, which are defined as unpatented, secret, commercially valuable plans, appliances, formulas, or processes, which are used for the making, preparing, compounding, treating, or processing of articles or materials which are trade commodities obtained from a person and which are generally recognized as confidential and work products, in whole or in part collected or produced for sale or resale, and paid subscriber information. Trade secrets also include, for those public bodies who market services or products in competition with others, feasibility, planning, and marketing studies, marine terminal service and nontariff agreements, and evaluations and other materials which contain references to potential customers, competitive information, or evaluation.

(2) Information of a personal nature where the public disclosure thereof would constitute unreasonable invasion of personal privacy. Information of a personal nature shall include, but not be limited to, information as to gross receipts contained in applications for business licenses, information relating to public records which include the name, address, and telephone number or other such information of an individual or individuals who are handicapped or disabled when the information is requested for person-to-person commercial solicitation of handicapped persons solely by virtue of their handicap, and any audio recording of the final statements of a dying victim in a call to 911 emergency services. Any audio of the victim's statements must be redacted prior to the release of the recording unless the privacy interest is waived by the victim's next of kin. This provision must not be interpreted to restrict access by the public and press to information contained in public records.

(3) Records, video or audio recordings, or other information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information:

(A) would interfere with a prospective law enforcement proceeding;

(B) would deprive a person of a right to a fair trial or an impartial adjudication;

(C) would constitute an unreasonable invasion of personal privacy;

(D) would disclose the identity of a confidential source, including a state, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of a record or information compiled by criminal law enforcement authority in the course of a criminal investigation, by an agency conducting a lawful security intelligence investigation, or information furnished by a confidential source;

(E) would disclose current techniques and procedures for law enforcement investigations or prosecutions, or would disclose current guidelines for law enforcement investigations or prosecutions if such disclosure would risk circumvention of the law;

(F) would endanger the life or physical safety of any individual;

(G) would disclose any contents of intercepted wire, oral, or electronic communications not otherwise disclosed during a trial.

(4) Matters specifically exempted from disclosure by statute or law.

(5) Documents of and documents incidental to proposed contractual arrangements and documents of and documents incidental to proposed sales or purchases of property; however:

(a) these documents are not exempt from disclosure once a contract is entered into or the property is sold or purchased except as otherwise provided in this section;

(b) a contract for the sale or purchase of real estate shall remain exempt from disclosure until the deed is executed, but this exemption applies only to those contracts of sale or purchase where the execution of the deed occurs within twelve months from the date of sale or purchase;

(c) confidential proprietary information provided to a public body for economic development or contract negotiations purposes is not required to be disclosed.

(6) All compensation paid by public bodies except as follows:

(A) For those persons receiving compensation of fifty thousand dollars or more annually, for all part-time employees, for any other persons who are paid honoraria or other compensation for special appearances, performances, or the like, and for employees at the level of agency or department head, the exact compensation of each person or employee;

(B) For classified and unclassified employees, including contract instructional employees, not subject to item (A) above who receive compensation between, but not including, thirty thousand dollars and fifty thousand dollars annually, the compensation level within a range of four thousand dollars, such ranges to commence at thirty thousand dollars and increase in increments of four thousand dollars;

(C) For classified employees not subject to item (A) above who receive compensation of thirty thousand dollars or less annually, the salary schedule showing the compensation range for that classification including longevity steps, where applicable;

(D) For unclassified employees, including contract instructional employees, not subject to item (A) above who receive compensation of thirty thousand dollars or less annually, the compensation level within

a range of four thousand dollars, such ranges to commence at two thousand dollars and increase in increments of four thousand dollars.

(E) For purposes of this subsection (6), “agency head” or “department head” means any person who has authority and responsibility for any department of any institution, board, commission, council, division, bureau, center, school, hospital, or other facility that is a unit of a public body.

(7) Correspondence or work products of legal counsel for a public body and any other material that would violate attorney-client relationships.

(8) Memoranda, correspondence, and working papers in the possession of individual members of the General Assembly or their immediate staffs; however, nothing herein may be construed as limiting or restricting public access to source documents or records, factual data or summaries of factual data, papers, minutes, or reports otherwise considered to be public information under the provisions of this chapter and not specifically exempted by any other provisions of this chapter.

(9) Memoranda, correspondence, documents, and working papers relative to efforts or activities of a public body and of a person or entity employed by or authorized to act for or on behalf of a public body to attract business or industry to invest within South Carolina; however, an incentive agreement made with an industry or business: (1) requiring the expenditure of public funds or the transfer of anything of value, (2) reducing the rate or altering the method of taxation of the business or industry, or (3) otherwise impacting the offeror fiscally, is not exempt from disclosure after:

(a) the offer to attract an industry or business to invest or locate in the offeror’s jurisdiction is accepted by the industry or business to whom the offer was made; and

(b) the public announcement of the project or finalization of any incentive agreement, whichever occurs later.

(10) Any standards used or to be used by the South Carolina Department of Revenue for the selection of returns for examination, or data used or to be used for determining such standards, if the commission determines that such disclosure would seriously impair assessment, collection, or enforcement under the tax laws of this State.

(11) Information relative to the identity of the maker of a gift to a public body if the maker specifies that his making of the gift must be anonymous and that his identity must not be revealed as a condition of making the gift. For the purposes of this item, “gift to a public body” includes, but is not limited to, gifts to any of the state-supported colleges or universities and museums. With respect to the gifts, only information which identifies the maker may be exempt from disclosure. If the maker of any gift or any member of his immediate family has any business transaction with the recipient of the gift within three years before or after the gift is made, the identity of the maker is not exempt from disclosure.

(12) Records exempt pursuant to Section 9-16-80(B) and 9-16-320(D).

(13) All materials, regardless of form, gathered by a public body during a search to fill an employment position, except that materials relating to not fewer than the final three applicants under consideration for a position must be made available for public inspection and copying. In addition to making available for public inspection and copying the materials described in this item, the public body must disclose, upon request, the number of applicants considered for a position. For the purpose of this item “materials relating to not fewer than the final three applicants” do not include an applicant’s income tax returns, medical records, social security number, or information otherwise exempt from disclosure by this section.

(14)(A) Data, records, or information of a proprietary nature, produced or collected by or for faculty or staff of state institutions of higher education in the conduct of or as a result of study or research on commercial, scientific, technical, or scholarly issues, whether sponsored by the institution alone or in conjunction with a governmental body or private concern, where the data, records, or information has not been publicly released, published, copyrighted, or patented.

(B) Any data, records, or information developed, collected, or received by or on behalf of faculty, staff, employees, or students of a state institution of higher education or any public or private entity supporting or participating in the activities of a state institution of higher education in the conduct of or as a result of study or research on medical, scientific, technical, scholarly, or artistic issues, whether sponsored by the institution alone or in conjunction with a governmental body or private entity until the information

is published, patented, otherwise publicly disseminated, or released to an agency whereupon the request must be made to the agency. This item applies to, but is not limited to, information provided by participants in research, research notes and data, discoveries, research projects, proposals, methodologies, protocols, and creative works.

(C) The exemptions in this item do not extend to the institution's financial or administrative records.

(15) The identity, or information tending to reveal the identity, of any individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation or potential violation of law or regulation, to a state regulatory agency.

(16) Records exempt pursuant to Sections 59-153-80(B) and 59-153-320(D).

(17) Structural bridge plans or designs unless: (a) the release is necessary for procurement purposes; or (b) the plans or designs are the subject of a negligence action, an action set forth in Section 15-3-530, or an action brought pursuant to Chapter 78 of Title 15, and the request is made pursuant to a judicial order.

(18) Photographs, videos, and other visual images, and audio recordings of and related to the performance of an autopsy, except that the photographs, videos, images, or recordings may be viewed and used by the persons identified in Section 17-5-535 for the purposes contemplated or provided for in that section.

(19) Private investment and other proprietary financial data provided to the Venture Capital Authority by a designated investor group or an investor as those terms are defined by Section 11-45-30.

(b) If any public record contains material which is not exempt under subsection (a) of this section, the public body shall separate the exempt and nonexempt material and make the nonexempt material available in accordance with the requirements of this chapter.

(c) Information identified in accordance with the provisions of Section 30-4-45 is exempt from disclosure except as provided therein and pursuant to regulations promulgated in accordance with this chapter. Sections 30-4-30, 30-4-50, and 30-4-100 notwithstanding, no custodian of information subject to the provisions of Section 30-4-45 shall release the information except as provided therein and pursuant to regulations promulgated in accordance with this chapter.

(d) A public body may not disclose a "privileged communication", "protected information", or a "protected identity", as defined in Section 23-50-15 pursuant to a request under the South Carolina Freedom of Information Act. These matters may only be disclosed pursuant to the procedures set forth in Section 23-50-45.

HISTORY: 1978 Act No. 593, Section 5; 1980 Act No. 495, Section 1; 1987 Act No. 118, Section 5; 1993 Act No. 181, Section 489; 1994 Act No. 404, Section 1; 1995 Act No. 1, Section 11; 1996 Act No. 458, Part II, Section 31D; 1998 Act No. 371, Section 7A; 1998 Act No. 423, Sections 2, 3, 4, 5, 6; 1999 Act No. 122, Section 4; 2002 Act No. 339, Sections 18, 19, 29; 2002 Act No. 350, Section 1; 2003 Act No. 34, Section 2; 2003 Act No. 86, Sections 4, 5; 2005 Act No. 125, Section 2; 2006 Act No. 380, Section 2, eff upon approval (became law without the Governor's signature on June 14, 2006); 2017 Act No. 67 (H.3352), Section 2, eff May 19, 2017.

Effect of Amendment

The 2006 amendment added subsection (d) relating to certain disclosures by a public body.

2017 Act No. 67, Section 2, amended (a)(2) and (a)(3), revising provisions concerning law enforcement records.

SECTION 30-4-45. Information concerning safeguards and off-site consequence analyses; regulation of access; vulnerable zone defined.

(A) The director of each agency that is the custodian of information subject to the provisions of 42 U.S.C. 7412(r)(7)(H), 40 CFR 1400 "Distribution of Off-site Consequence Analysis Information", or 10 CFR 73.21 "Requirements for the protection of safeguards information", must establish procedures to ensure that the information is released only in accordance with the applicable federal provisions.

(B) The director of each agency that is the custodian of information, the unrestricted release of which could increase the risk of acts of terrorism, may identify the information or compilations of information by

notifying the Attorney General in writing, and shall promulgate regulations in accordance with the Administrative Procedures Act, Sections 1-23-110 through 1-23-120(a) and Section 1-23-130, to regulate access to the information in accordance with the provisions of this section.

(C) Regulations to govern access to information subject to subsections (A) and (B) must at a minimum provide for:

(1) disclosure of information to state, federal, and local authorities as required to carry out governmental functions; and

(2) disclosure of information to persons who live or work within a vulnerable zone.

For purposes of this section, “vulnerable zone” is defined as a circle, the center of which is within the boundaries of a facility possessing hazardous, toxic, flammable, radioactive, or infectious materials subject to this section, and the radius of which is that distance a hazardous, toxic, flammable, radioactive, or infectious cloud, overpressure, radiation, or radiant heat would travel before dissipating to the point it no longer threatens serious short-term harm to people or the environment.

Disclosure of information pursuant to this subsection must be by means that will prevent its removal or mechanical reproduction. Disclosure of information pursuant to this subsection must be made only after the custodian has ascertained the person’s identity by viewing photo identification issued by a federal, state, or local government agency to the person and after the person has signed a register kept for the purpose.

HISTORY: 2002 Act No. 339, Section 30.

SECTION 30-4-50. Certain matters declared public information; use of information for commercial solicitation prohibited.

(A) Without limiting the meaning of other sections of this chapter, the following categories of information are specifically made public information subject to the restrictions and limitations of Sections 30-4-20, 30-4-40, and 30-4-70 of this chapter:

(1) the names, sex, race, title, and dates of employment of all employees and officers of public bodies;

(2) administrative staff manuals and instructions to staff that affect a member of the public;

(3) final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;

(4) those statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the public body;

(5) written planning policies and goals and final planning decisions;

(6) information in or taken from any account, voucher, or contract dealing with the receipt or expenditure of public or other funds by public bodies;

(7) the minutes of all proceedings of all public bodies and all votes at such proceedings, with the exception of all such minutes and votes taken at meetings closed to the public pursuant to Section 30-4-70;

(8) reports which disclose the nature, substance, and location of any crime or alleged crime reported as having been committed. Where a report contains information exempt as otherwise provided by law, the law enforcement agency may delete that information from the report;

(9) notwithstanding any other provision of the law, data from a video or audio recording made by a law enforcement vehicle-mounted recording device or dashboard camera that involves an officer involved incident resulting in death, injury, property damage, or the use of deadly force.

(a) A law enforcement or public safety agency may apply to the circuit court for an order to prevent the disclosure of the video or audio recording data. Notice of the request and of the hearing must be provided to the person seeking the record. A hearing must be requested within fifteen days (excepting Saturdays, Sundays, and legal public holidays) of the receipt of the request for disclosure and the hearing shall be held in-camera.

(b) The court may order the recording data not be disclosed upon a showing by clear and convincing evidence that the recording is exempt from disclosure as specified in Section 30-4-40(a)(3) and that the reason for the exemption outweighs the public interest in disclosure. A court may order the recording data

be edited to redact specific portions of the data and then released, upon a showing by clear and convincing evidence that portions of the recording are not exempt from disclosure as specified in Section 30-4-40(a)(3).

(c) A court order to withhold the release of recording data under this section must specify a definite time period for the withholding of the release of the recording data and must include the court's findings.

(d) A copy of the order shall be made available to the person requesting the release of the recording data.

(10) statistical and other empirical findings considered by the Legislative Audit Council in the development of an audit report.

(B) No information contained in a police incident report or in an employee salary schedule revealed in response to a request pursuant to this chapter may be utilized for commercial solicitation. Also, the home addresses and home telephone numbers of employees and officers of public bodies revealed in response to a request pursuant to this chapter may not be utilized for commercial solicitation. However, this provision must not be interpreted to restrict access by the public and press to information contained in public records.

HISTORY: 1978 Act No. 593, Section 6; 1982 Act No. 370, Section 1; 1992 Act No. 269, Section 1; 1993 Act No. 44, Section 1; 1998 Act No. 423, Section 7; 2017 Act No. 67 (H.3352), Section 3, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 3, inserted (A)(9), providing for the inclusion of law enforcement vehicle-mounted videos and audio recordings of certain incidents involving law enforcement officers as a category of information made public, providing procedures through which enforcement may seek exemption of disclosure of the recordings, and providing requirements for related court orders, and redesignated (A)(9) as (A)(10).

SECTION 30-4-55. Disclosure of fiscal impact on public bodies offering economic incentives to business; cost-benefit analysis required.

A public body as defined by Section 30-4-20(a), or a person or entity employed by or authorized to act for or on behalf of a public body, that undertakes to attract business or industry to invest or locate in South Carolina by offering incentives that require the expenditure of public funds or the transfer of anything of value or that reduce the rate or alter the method of taxation of the business or industry or that otherwise impact the offeror fiscally, must disclose, upon request, the fiscal impact of the offer on the public body and a governmental entity affected by the offer after:

(a) the offered incentive or expenditure is accepted, and

(b) the project has been publicly announced or any incentive agreement has been finalized, whichever occurs later.

The fiscal impact disclosure must include a cost-benefit analysis that compares the anticipated public cost of the commitments with the anticipated public benefits. Notwithstanding the requirements of this section, information that is otherwise exempt from disclosure under Section 30-4-40(a)(1), (a)(5)(c), and (a)(9) remains exempt from disclosure.

HISTORY: 2003 Act No. 86, Section 3.

SECTION 30-4-60. Meetings of public bodies shall be open.

Every meeting of all public bodies shall be open to the public unless closed pursuant to Section 30-4-70 of this chapter.

HISTORY: 1978 Act No. 593, Section 7.

SECTION 30-4-65. Cabinet meetings subject to chapter provisions; cabinet defined.

(A) The Governor's cabinet meetings are subject to the provisions of this chapter only when the Governor's cabinet is convened to discuss or act upon a matter over which the Governor has granted to the cabinet, by executive order, supervision, control, jurisdiction, or advisory power.

(B) For purposes of this chapter, "cabinet" means the directors of the departments of the executive branch of state government appointed by the Governor pursuant to the provisions of Section 1-30-10(B)(1)(i) when they meet as a group and a quorum is present.

HISTORY: 2003 Act No. 86, Section 6.

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing.

(2) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.

(3) Discussion regarding the development of security personnel or devices.

(4) Investigative proceedings regarding allegations of criminal misconduct.

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body.

(6) The Retirement System Investment Commission, if the meeting is in executive session specifically pursuant to Section 9-16-80(A) or 9-16-320(C).

(b) Before going into executive session the public agency shall vote in public on the question and when the vote is favorable, the presiding officer shall announce the specific purpose of the executive session. As used in this subsection, "specific purpose" means a description of the matter to be discussed as identified in items (1) through (5) of subsection (a) of this section. However, when the executive session is held pursuant to Sections 30-4-70(a)(1) or 30-4-70(a)(5), the identity of the individual or entity being discussed is not required to be disclosed to satisfy the requirement that the specific purpose of the executive session be stated. No action may be taken in executive session except to (a) adjourn or (b) return to public session. The members of a public body may not commit the public body to a course of action by a polling of members in executive session.

(c) No chance meeting, social meeting, or electronic communication may be used in circumvention of the spirit of requirements of this chapter to act upon a matter over which the public body has supervision, control, jurisdiction, or advisory power.

(d) This chapter does not prohibit the removal of any person who wilfully disrupts a meeting to the extent that orderly conduct of the meeting is seriously compromised.

(e) Sessions of the General Assembly may enter into executive sessions authorized by the Constitution of this State and rules adopted pursuant thereto.

(f) The Board of Trustees of the respective institution of higher learning, while meeting as the trustee of its endowment funds, if the meeting is in executive session specifically pursuant to Sections 59-153-80(A) or 59-153-320(C).

HISTORY: 1978 Act No. 593, Section 8; 1987 Act No. 118, Section 6; 1998 Act No. 371, Section 7B; 1998 Act No. 423, Section 8; 1999 Act No. 122, Section 4; 2005 Act No. 153, Pt IV, Section 5.

SECTION 30-4-80. Notice of meetings of public bodies.

(A) All public bodies, except as provided in subsections (B) and (C) of this section, must give written public notice of their regular meetings at the beginning of each calendar year. The notice must include the dates, times, and places of such meetings. An agenda for regularly scheduled or special meetings must be posted on a bulletin board in a publicly accessible place at the office or meeting place of the public body and on a public website maintained by the body, if any, at least twenty-four hours prior to such meetings. All public bodies must post on such bulletin board or website, if any, public notice for any called, special, or rescheduled meetings. Such notice must include the agenda, date, time, and place of the meeting, and must be posted as early as is practicable but not later than twenty-four hours before the meeting. This requirement does not apply to emergency meetings of public bodies. Once an agenda for a regular, called, special, or rescheduled meeting is posted pursuant to this subsection, no items may be added to the agenda without an additional twenty-four hours notice to the public, which must be made in the same manner as the original posting. After the meeting begins, an item upon which action can be taken only may be added to the agenda by a two-thirds vote of the members present and voting; however, if the item is one upon which final action can be taken at the meeting or if the item is one in which there has not been and will not be an opportunity for public comment with prior public notice given in accordance with this section, it only may be added to the agenda by a two-thirds vote of the members present and voting and upon a finding by the body that an emergency or an exigent circumstance exists if the item is not added to the agenda. Nothing herein relieves a public body of any notice requirement with regard to any statutorily required public hearing.

(B) Legislative committees must post their meeting times during weeks of the regular session of the General Assembly and must comply with the provisions for notice of special meetings during those weeks when the General Assembly is not in session. Subcommittees of standing legislative committees must give notice during weeks of the legislative session only if it is practicable to do so.

(C) Subcommittees, other than legislative subcommittees, of committees required to give notice under subsection (A), must make reasonable and timely efforts to give notice of their meetings.

(D) Written public notice must include but need not be limited to posting a copy of the notice at the principal office of the public body holding the meeting or, if no such office exists, at the building in which the meeting is to be held.

(E) All public bodies shall notify persons or organizations, local news media, or such other news media as may request notification of the times, dates, places, and agenda of all public meetings, whether scheduled, rescheduled, or called, and the efforts made to comply with this requirement must be noted in the minutes of the meetings.

HISTORY: 1978 Act No. 593, Section 9; 1987 Act No. 118, Section 7; 2015 Act No. 70 (S.11), Section 1, eff June 8, 2015.

Effect of Amendment

2015 Act No. 70, Section 1, changed the paragraph designators to upper case; in (A), substituted “An agenda for regularly scheduled or special meetings” for “Agenda, if any, for regularly scheduled meetings” in the third sentence, added references to websites, and added the text beginning with “Once an agenda for a regular ...”; and made other nonsubstantive changes.

SECTION 30-4-90. Minutes of meetings of public bodies.

(a) All public bodies shall keep written minutes of all of their public meetings. Such minutes shall include but need not be limited to:

- (1) The date, time and place of the meeting.
- (2) The members of the public body recorded as either present or absent.
- (3) The substance of all matters proposed, discussed or decided and, at the request of any member, a record, by an individual member, of any votes taken.

(4) Any other information that any member of the public body requests be included or reflected in the minutes.

(b) The minutes shall be public records and shall be available within a reasonable time after the meeting except where such disclosures would be inconsistent with Section 30-4-70 of this chapter.

(c) All or any part of a meeting of a public body may be recorded by any person in attendance by means of a tape recorder or any other means of sonic or video reproduction, except when a meeting is closed pursuant to Section 30-4-70 of this chapter, provided that in so recording there is no active interference with the conduct of the meeting. Provided, further, that the public body is not required to furnish recording facilities or equipment.

HISTORY: 1978 Act No. 593, Section 10; 2001 Act No. 13, Section 1.

SECTION 30-4-100. Injunctive relief; costs and attorney's fees.

(A) A citizen of the State may apply to the circuit court for a declaratory judgment, injunctive relief, or both, to enforce the provisions of this chapter in appropriate cases if the application is made no later than one year after the date of the alleged violation or one year after a public vote in public session, whichever comes later. Upon the filing of the request for declaratory judgment or injunctive relief related to provisions of this chapter, the chief administrative judge of the circuit court must schedule an initial hearing within ten days of the service on all parties. If the hearing court is unable to make a final ruling at the initial hearing, the court shall establish a scheduling order to conclude actions brought pursuant to this chapter within six months of initial filing. The court may extend this time period upon a showing of good cause. The court may order equitable relief as it considers appropriate, and a violation of this chapter must be considered to be an irreparable injury for which no adequate remedy at law exists.

(B) If a person or entity seeking relief under this section prevails, he may be awarded reasonable attorney's fees and other costs of litigation specific to the request. If the person or entity prevails in part, the court may in its discretion award him reasonable attorney's fees or an appropriate portion of those attorney's fees.

HISTORY: 1978 Act No. 593, Section 11; 1987 Act No. 118, Section 8; 2017 Act No. 67 (H.3352), Section 4, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 4, amended the section, providing time constraints within which determinative hearings on the requests for relief must be made.

SECTION 30-4-110. Hearings regarding disclosure; appropriate relief; civil fine for violation.

(A) A public body may file a request for hearing with the circuit court to seek relief from unduly burdensome, overly broad, vague, repetitive, or otherwise improper requests, or where it has received a request but it is unable to make a good faith determination as to whether the information is exempt from disclosure.

(B) If a request for disclosure may result in the release of records or information exempt from disclosure under Section 30-4-40(a)(1), (2), (4), (5), (9), (14), (15), or (19), a person or entity with a specific interest in the underlying records or information shall have the right to request a hearing with the court or to intervene in an action previously filed.

(C) If a person or entity seeking relief under this section prevails, the court may order:

(1) equitable relief as he considers appropriate;

(2) actual or compensatory damages; or

(3) reasonable attorney's fees and other costs of litigation specific to the request, unless there is a finding of good faith. The finding of good faith is a bar to the award of attorney's fees and costs.

(D) If a court determines that records are not subject to disclosure, the determination constitutes a finding of good faith on the part of the public body or public official, and acts as a complete bar against the award

of attorney's fees or other costs to the prevailing party should the court's determination be reversed on appeal.

(E) If the person or entity prevails in part, he may be awarded reasonable attorney's fees or other costs of litigation specific to the request, or an appropriate portion thereof, unless otherwise barred.

(F) If the court finds that the public body has arbitrarily and capriciously violated the provisions of this chapter by refusal or delay in disclosing or providing copies of a public record, it may, in addition to actual or compensatory damages or equitable relief, impose a civil fine of five hundred dollars.

HISTORY: 1978 Act No. 593, Section 12; 2017 Act No. 67 (H.3352), Section 5, eff May 19, 2017.

Effect of Amendment

2017 Act No. 67, Section 5, rewrote the section, removing criminal penalties, and providing rights and remedies of public bodies from whom requests are made and persons with specific interests in exempt information for which disclosure is sought.

SECTION 30-4-160. Sale of Social Security number or driver's license photograph or signature.

(A) This chapter does not allow the Department of Motor Vehicles to sell, provide, or otherwise furnish to a private party Social Security numbers in its records, copies of photographs, or signatures, whether digitized or not, taken for the purpose of a driver's license or personal identification card.

(B) Photographs, signatures, and digitized images from a driver's license or personal identification card are not public records.

HISTORY: 1999 Act No. 100, Part II, Section 53.

SECTION 30-4-165. Privacy of driver's license information.

(A) The Department of Motor Vehicles may not sell, provide, or furnish to a private party a person's height, weight, race, social security number, photograph, or signature in any form that has been compiled for the purpose of issuing the person a driver's license or special identification card. The department shall not release to a private party any part of the record of a person under fifteen years of age who has applied for or has been issued a special identification card.

(B) A person's height, weight, race, photograph, signature, and digitized image contained in his driver's license or special identification card record are not public records.

(C) Notwithstanding another provision of law, a private person or private entity shall not use an electronically-stored version of a person's photograph, social security number, height, weight, race, or signature for any purpose, when the electronically-stored information was obtained from a driver's license record.

HISTORY: 1999 Act No. 33, Section 1.

Richland County Council Request for Action

Subject:

Requesting Palmetto Health and Providence to proceed with their proposals to build a free standing emergency room facility to include an ER and outpatient care, pharmacy, clinic, and other preventative healthcare services

Notes:

October 23, 2018 – The committee recommended Council allow staff to sign whatever non-disclosure agreement(s) are necessary, so we can get the information to present to Council.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Requesting Palmetto Health and Providence to proceed with their proposals to build a free standing emergency room facility to include an ER and outpatient care, pharmacy, clinic, and other preventative healthcare services

Background

During the July 24, 2018 Council meeting, Councilpersons Manning, N. Jackson and Myers brought forth the following motion which was referred to the A&F Committee for vetting:

“Based on the discussion at the July 9, 2018 Navigating to Move Forward Council Roundtable Workshop priority discussion of the life and death needs in Lower Richland for a critical health care clinic and in light of the July 10, 2018 establishment of the Property Transition Management Ad Hoc Committee and the fact that the identified property for the clinic was obtained over 10 years ago, I move that the properly authorized Richland County agent(s) request Palmetto Health and Providence to proceed with their proposals to build a free standing emergency room facility to include an ER and outpatient care, pharmacy, clinic, and other preventative healthcare services [MANNING, N. JACKSON and MYERS]”

Issues

Critical healthcare needs in the southeastern portion of the County.

Fiscal Impact

Unknown at this time.

Past Legislative Actions

None.

Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

Staff Recommendation

Staff will proceed as directed by Council.



November 7, 2018

Sandra Yudice, Ph.D.
Assistant County Administrator
County Administrator's Office
2020 Hampton Street
P.O. Box 192
Columbia, South Carolina 29202

Dear Dr. Yudice:

Thank you for the recent email stating that Richland County Council Committees are having discussions about a request for proposals to build a free standing ER in the Lower Richland area. My understanding is that you are submitting the RFP to local health systems and we would like to participate in this process. If there is an RFP available, please forward a copy to me so Prisma Health has the opportunity to respond.

As information, Palmetto Health has been in communications with the Eau Claire Cooperative Health Center, Inc. about extending their hours of operations beyond 4:30p.m. Monday through Friday as well as additional hours on Saturdays and Sundays. These services would include primary and urgent care services. We also believe that we need to assist with ground and possibly air transportation capabilities.

Thank you so much for the information and we look forward to receiving the requested RFP.

Sincerely,

A handwritten signature in black ink that reads "Vince Ford".

Vince Ford
Senior Vice President for Community Health Services

VF:jg

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is made and entered into, to be effective as of, the ____ day of _____, 2018 (the “**Effective Date**”), by and between Providence Holding Company, LLC, a Delaware corporation (“**Providence**”), and Richland County South Carolina, a _____ (“**Richland County**”). Providence and Richland County are individually referred to herein as a “**Party**,” and are collectively referred to herein as the “**Parties**.”

WHEREAS, the Parties desire to explore and discuss a possible business transaction or series of transactions (the “**Proposed Transaction**”); and

WHEREAS, in connection with the Proposed Transaction, the Parties will be given access to Protected Information (as defined herein) relating to the Proposed Transaction and the business operations of the Parties (and/or their affiliates); and

WHEREAS, the Parties desire to enter into this Agreement to assure, to the greatest extent practicable, the confidential status of the Protected Information that may be disclosed by a Party to the other Party; and

WHEREAS, Richland County Council has authorized _____, its _____ to execute this Confidentiality Agreement on behalf of Richland County.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations hereinafter set forth, and such other consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. “**Protected Information**” shall mean and include any information relating to the Party (or its affiliate) disclosing the information (the “**Disclosing Party**”), including without limitation, financial, operational, technical and other information relating to the past, present and future businesses and affairs of the Party (or its affiliate), which is provided to the other Party (the “**Receiving Party**”) in connection with the proposed discussions regarding the Proposed Transaction, whether provided prior to or after the date of this Agreement, and whether such information is provided in writing, oral, graphic, pictorial or recorded form or stored on computer discs, hard drives, magnetic tape or digital or any other electronic medium. It is understood that the term “**Protected Information**” does not mean and shall not include information which:

(i) is or becomes generally available to the public (other than as a result of a disclosure in violation of this Agreement);

(ii) is or becomes available on a non-confidential basis from a third party who has the right to disclose such information; or

(iii) has been independently acquired or developed by the Receiving Party without reference to or use of any Protected Information protected hereunder.

2. The Parties hereby acknowledge that the Protected Information could include competitively sensitive information such as pricing, reimbursement rates, salaries and wages, and other similar information. The Parties hereby agree that appropriate steps will be taken regarding the handling of competitively sensitive information, such as use of a third party to review, evaluate and compile such information.

3. The Parties hereby acknowledge and agree that the Protected Information provided by the Disclosing Party is proprietary, secret and confidential, and will cause substantial and irreparable harm to the Disclosing Party if the Protected Information is disclosed to a third party. Except to the extent that disclosure of such Protected Information is required by law, regulation, supervisory authority or other applicable judicial or governmental order, unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party agrees (i) to keep all Protected Information confidential and not to disclose or reveal any Protected Information to any person other than the Receiving Party's directors, officers, employees, agents, affiliates, consultants or advisers (including, without limitation, attorneys, accountants, bankers, financial advisers and any representatives of such advisers) (collectively, "**Representatives**") who reasonably need to know or review the Protected Information for the purpose of evaluating the Proposed Transaction, provided that such Representatives shall be advised by the Receiving Party of the confidential nature of the Protected Information and of this Agreement, and (ii) not to use the Protected Information for any purpose other than in connection with the discussions relating to, and the evaluations of, the Proposed Transaction, including, without limitation, for any commercial or competitive purposes whatsoever. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

4. In the event that the Receiving Party or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Receiving Party agrees to provide prompt written notice to the Disclosing Party so that a protective order may be sought. In the event that (i) such protective order or other remedy is not obtained, and, in the written opinion of its counsel, the Receiving Party is compelled to disclose the Protected Information, or (ii) the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or its Representative may disclose only that portion of the Protected Information that it is advised by its counsel is legally required to be disclosed, and the Receiving Party will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Protected Information that is being disclosed.

5. Each Party agrees that it will not, and will direct its Representatives not to, disclose to any person (other than to such Party's Representatives) either the fact that discussions or negotiations are taking place concerning the Proposed Transaction, or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof, except for such disclosure as a Party (or its Representative) has been advised by its legal counsel is required by law, in which case the Party seeking to make disclosure shall provide the other Party with as much prior notice of the disclosure as is reasonably possible under the circumstances and will consult with the other Party with respect to the nature and wording of the disclosure.

6. The Receiving Party and its Representatives shall provide the same care to avoid disclosure or unauthorized use of the Protected Information as the Receiving Party and such Representative generally provide to protect their own proprietary information from unauthorized use or disclosure. Upon the request of the Disclosing Party, the Receiving Party and its Representatives will (i) promptly return to the Disclosing Party copies of all Protected Information, provided, in lieu of returning to the Disclosing Party such materials, the Receiving Party may destroy any such material and certify to the Disclosing Party in writing that it has destroyed and has not retained any such material, and (ii) destroy all analyses, compilations, studies or other information prepared by or for its internal use which reflects, includes or refers to the Protected Information, and certify to the Disclosing Party that it has destroyed and has not retained any such material.

7. The Parties agree that any Protected Information that is a trade secret within the meaning of applicable law will also be entitled to all of the protections and benefits under such applicable law. If any information purported to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will in any event still be considered Protected Information for purposes of this Agreement.

8. The Receiving Party acknowledges that neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Protected Information or the information provided therein, it being understood that any representations and warranties concerning any such information will be only those made in a definitive agreement concerning the Proposed Transaction, if any, subject to the terms and conditions of such agreement. The Receiving Party agrees that neither the Disclosing Party nor any of its Representatives will have any liability to the Receiving Party or any of its Representatives resulting from the use of Protected Information provided by the Disclosing Party.

9. The Parties hereto agree that unless and until a definitive agreement has been entered into concerning the Proposed Transaction, if any, neither will be under any legal or other obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, except for the matters that the Parties specifically agreed to herein.

10. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given only when personally delivered, when delivered by facsimile or other electronic means or overnight courier, or three (3) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as provided below or to such other address, and to the attention of such other person as any party may designate to the other Party in writing:

Providence Holding Company, LLC
330 Seven Springs Way
Brentwood, TN 37027
Attn: General Counsel
Fax: (615) 920-7663

Richland County
2020 Hampton Street
Columbia, SC 29202
Attn: Assistant County Administrator
Fax: (803) 576-2137

11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all previous written or oral communications or agreements. This Agreement may not be amended except by written agreement of the Parties.

12. The term of this Agreement shall commence on the Effective Date, and, unless earlier terminated by mutual consent of the Parties, shall continue in full force and effect until the date that is two (2) years following the Effective Date (the “**Term**”); provided, however, that the Parties’ obligations hereunder concerning the confidential treatment of Protected Information received by a Party during the Term shall survive the expiration of the Term.

13. In the event any provision of this Agreement is breached, or is anticipated by either Party, in good faith, to be breached, the non-breaching Party shall be entitled to pursue injunctive relief from a court of competent jurisdiction to prevent any breach of this Agreement, in addition to any other remedies available at law. The Parties hereby acknowledge and agree that in connection with any breach (or anticipated breach) of this Agreement, irreparable harm will result to the non-breaching Party for which money damages will not be an adequate remedy. In the event any Party or its Representative is held by any court of competent jurisdiction to be in violation or breach of this Agreement, then it will promptly pay to the non-breaching Party all costs of such action or suit, including reasonable attorneys’ fees incurred by the non-breaching Party.

14. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina without regard to its principles of conflicts of laws.

15. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile, scanned copy (pdf) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

[Signature Page Follows]

WHEREFORE, the Parties have executed this Agreement to be effective on the Effective Date.

AGREED TO:

Providence Holding Company, LLC

By: _____
Name: Victor Giovanetti
Title: President

AGREED TO:

Richland County

By: _____
Name: _____
Title: _____

Richland County Council Request for Action

Subject:

Use of HA5 asphalt sealant to increase the life of all roads new and existing

Notes:

October 23, 2018 – The committee recommended Council direct staff to research the use, present a cost comparison of this versus the way we are doing it now, the life span, and report back to Council.

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Use of HA5 asphalt sealant to increase the life of all roads new and existing

Background

During the September 18, 2018 Council meeting, Councilperson N. Jackson brought forth the following motion which was referred to the A&F Committee for vetting:

“To research the use of HA5 asphalt sealant to increase the life of all roads new and existing [JACKSON]”

Issues

Use of sealant to increase the life of all roads new and existing.

Fiscal Impact

Unknown at this time.

Past Legislative Actions

None.

Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

Staff Recommendation

Staff will proceed as directed by Council.

Richland County Council Request for Action

Subject:

Council Motion: Funding the 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

Notes:

October 23, 2018 – The committee recommended Council to direct staff to conduct an evaluation of the County's distribution of funding to senior programs and bring the information back to the Council Retreat.



**Administration & Finance Committee Meeting
Companion Document**

Agenda Item

Council Motion: Funding the 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 received none. All areas pay taxes and all seniors should get the same and equal opportunity in receiving funding. I move that funding for seniors (Seniors Activities) be distributed equally in all eleven districts. [N. JACKSON]

Background

During its June 26, 2018 meeting, Council vetted the above-mentioned motion and requested additional information from staff as outlined below.

The below organizations provided senior programming and services for seniors. The County provides funding to these organizations, but these organizations also provided senior-specific services.

Harvest Hope Food Bank – FY19 funding level of \$10,000

- Senior Feeding Programs
 - “Totes of Love” – provide monthly food assistance to help low-income senior citizens. Each box contains about a week’s worth of non-perishable food delivered along with milk and fresh produce
 - “Commodity Supplemental Food Program (CSFP)” – Free nutrition information and nutritious foods such as canned fruit, vegetables, meat, cereal, cheese, fruit juice, and pasta
 - “Senior Feeding Program Local Distributing Agency- Harvest Hope serves as a local distribution agency for senior feeding programs

Richland County Recreation Commission – FY19 funding level of \$14,601,333 but that is for the agency as a whole not just senior programs

- Recreation Opportunities include senior trips, arts and crafts, exercise, community collaborations with Columbia Classic Ballet, and Senior (Olympic-like) Games.
- For FY19, Council also approved a lump sum appropriation of \$50,000 to the Garners Ferry Adult Activity Center for senior through the Richland County Recreation Commission

Additional Organizations in Richland County that provide senior services that do not receive county funding:

Organization	Address	District	Services
Golden Years Adult Day Care	1711 Woodford Rd Columbia, SC 29209	District 11	N/A
Mountain Top Adult Day Care	1941 Decker Blvd Columbia, SC 29206	District 8	Lunch, Crafts, Transportation
Christian Assistance Bridge	126 Blythewood Rd Blythewood, SC 29016	District 2	Assistance with Food, Utilities, Rent, Transportation
Mt. Pilgrim Foundation Inc.	1341 MCCords Ferry Rd Lugoff, SC 29078	District 10	CSFP w/ HHFB, Field Trips, Lunch, Health & Wellness
Mother Deveaux Adult Day Care Center	528 Main Street Eastover, SC 29044	District 10	Meals, Snacks, Exercise, Games, Arts & crafts

The Central Midlands Council of Governments (COG) has a list of various agencies and organizations that provide services for seniors. Below are the organizations focuses on seniors at a more local level within Richland County:

Senior Centers, Nutritional Sites, Veterans Assistance				
Bishop Avenue Wellness Center	6429 Bishop Avenue Columbia, SC 29203	District 4	Classes, activities, noon meal, and transportation	Yes Senior Resources RC Rec Commission
Blythewood Wellness Center	1424 Marthan Road Blythewood, SC 29016	District 2	Classes, activities, noon meal, and transportation	Yes Senior Resources RC Rec Commission
Eastover/Mamie Hinton Wellness Center	117 Henry St Eastover, SC 29044	District 10	Classes, activities, noon meal, and transportation	Yes Senior Resources
Hopkins Wellness Center	150 Hopkins Park Rd Hopkins, SC 29061	District 10	Classes, activities, noon meal, and transportation	Yes Senior Resources RC Rec Commission
Alston Wilkes Veteran Home	3519 Medical Drive Columbia, SC 29203	District 4	Case Management, support services for veterans	Yes
Catholic Charities of the Midlands	1427 Pickens St Columbia, SC 29201	District 4	Commodity Supplemental Food Program	No



			(Low income elderly)	
Cooperative Ministries	3821 W. Beltline Blvd Columbia, SC 29204	District 3	Rent/Utility assistance, food pantry, clothing & furniture bank	No
Project Hope (RCSD)	5623 Two Notch Rd Columbia, SC 29223	District 3	Monthly safety checks and referral assistance	Yes

Attached is a report from Senior Resources, outlining the manner in which the funding they receive from the County is utilized. Also, attached is information pertaining to the manner in which the Lourie Center and the Antioch Senior Center utilizes the funding provided to them from the County.

Staff Recommendation

Given the amount of information associated with this item that must be vetted by Council, staff suggests slating this item for a Council work session or the upcoming Council Retreat to develop a path forward with regard to this motion.





Utilization of Richland County Funding

FY 2017-2018

Senior Resources' services allow Richland County's frail and elderly citizens to remain independent in their own homes as long as possible, preventing or delaying institutionalization. Senior Resources uses funding provided by the County to leverage an additional \$2.4 million dollars for services in our community, with \$1.6 million of these funds provided through the State and Federal government. These funds are only available in our county if we are provided local matching funds. Senior Resources uses Richland County funds, along with funds from other funding partners, contributions, donations, and fundraising to meet both the yearly local match requirement and to provide additional services when Federal and State funds are not adequate to meet the demand. Failure to meet the match requirement would result in less Federal and State funds available for use in Richland County.

In FY 2017-2018, Senior Resources utilized funding from Richland County to provide the following services:

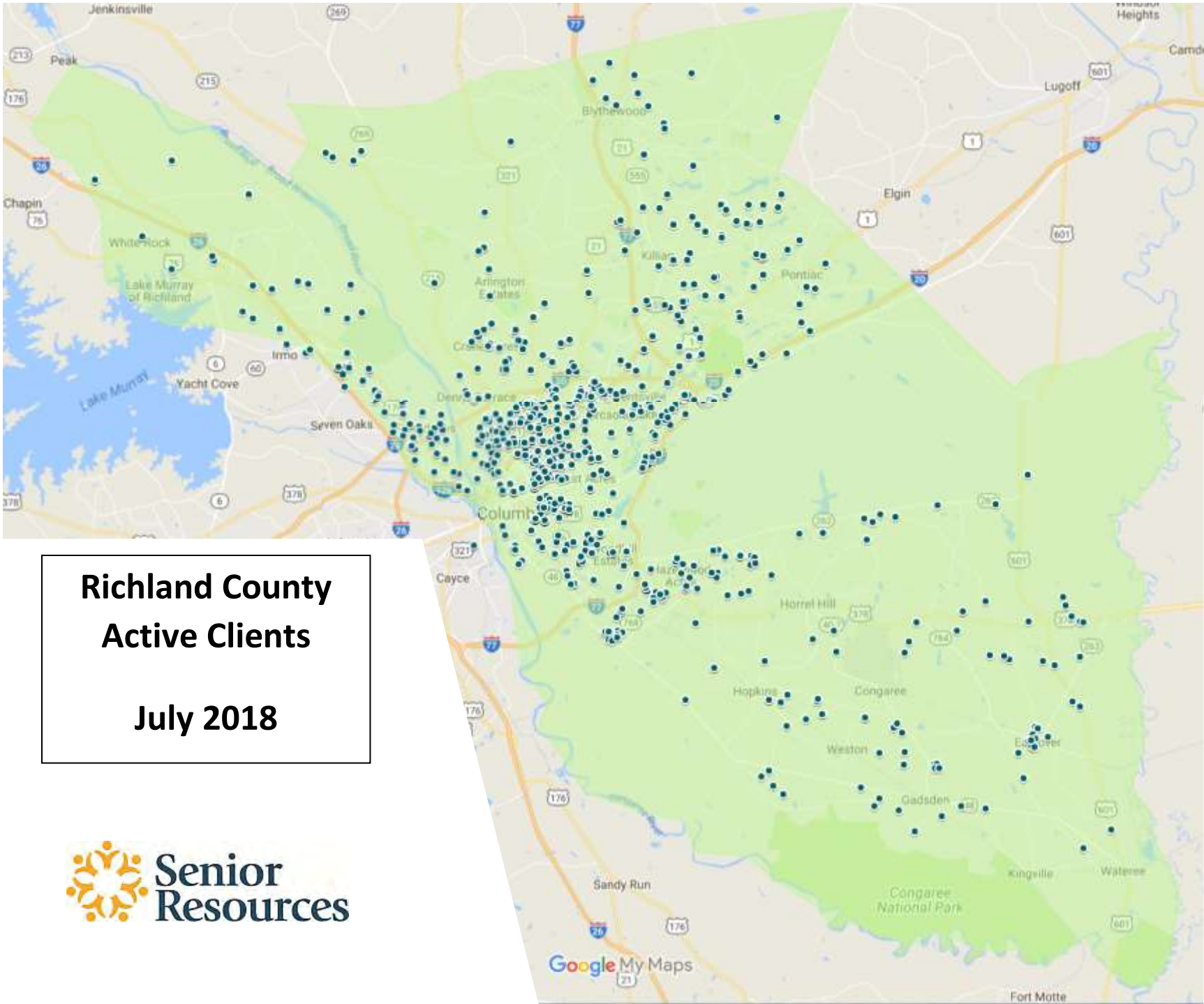
- **163,811 Meals on Wheels delivered to 1,015 senior's homes. This is a 30% increase over the meals served in FY 16-17, and a 23% increase in the number of seniors served.**
- **13,691 meals served at one of our four senior centers**
- **121,954 miles of transportation provided for seniors to receive meals and other services at senior centers**
- **10,851 hours of home care in senior's homes, providing assistance with housekeeping, laundry, dressing, bathing, and other activities of daily living**
- **382 trips provided to seniors to doctor's appointments and other related medical services**
- **7,844 hours of evidenced based physical fitness programming provided**
- **239 hours of nutrition education provided**
- **Senior volunteers, in the Foster Grandparent program, provided 66,137 hours of tutoring and mentoring to at-risk children in Richland County schools**
- **Senior volunteers, in the Senior Companion program, provided 38,861 hours of companionship, assistance, and respite care to homebound seniors.**

With a corps of more than 400 volunteers, the Meals on Wheels program delivers a hot, nutritious meal each day to clients' homes. The nutritionally balanced meals provide one-third of

the daily nutritional requirements for the homebound clients. Senior Resources is the only provider of Meals on Wheels in Richland County.

For many of our clients, Meals on Wheels is literally the difference between remaining in their own homes and needing to relocate to a nursing facility. In addition to meeting their nutritional needs, our Meals on Wheels service provides a vital human connection for these home-bound seniors and disabled adults. In many cases, the volunteer delivering the meal is the only person a client sees each day, and our meal is their only complete meal of the day. The daily visit from our volunteers provides peace of mind and a safety check. Our volunteers have been known to replace light bulbs, change smoke detector batteries, and even call 911 when they find a client in distress. Without this daily visit, many clients (and their relatives) would not feel safe and confident to remain in their homes.

Senior Resources provides services throughout Richland County. No one is turned away because of where they live, as long as they live in the county. The map on the following page shows where clients served in July 2018 live. Although services are concentrated in the Columbia area, that is because that is where the population is concentrated, and where poverty levels tend to be the highest.



**Richland County
Active Clients
July 2018**



ANTIOCH SENIOR CENTER

BOARD OF DIRECTORS

Odell R. Weston, Vice Chair
Mildred Johnson, Secretary
Robert E. Currie, Treasurer
John Swindler
Thomas Felder
Gertrude Bryant
Bruce Trezevant

July 31, 2018

Steve Gaither, Grant Manager
Richland County Administration
P.O. Box 192
Columbia, S. C. 29202

Re: Discretionary Grant Final Report for Antioch Senior Center

Dear Steve:

Enclosed is the above referenced report along with copies of invoices and checks for Discretionary Grant Report for ASC FY2017/2018.

If additional information is needed, please do not hesitate to contact us.

Sincerely,


Barbara R. Mickens

Executive Director Antioch Senior Center

BRM/s

5715 A KOON ROAD
COLUMBIA, S.C. 29203

PHONE (803)754-0005
FAX (803)754-0900
EMAIL antiochsc@att.net



Discretionary Grant Final Report

Funds Received July 1, 2017 – June 30, 2018

Organization: ANTIOCH SENIOR CENTER

Contact: BARBARA R. MICKENS

Phone: 803-754-0005 _____ Email: antiochsc@att.net

Project Name: ANTIOCH SENIOR CENTE

Grant Amount: \$25,000 _____ Total Cost of Project: \$25,000 _____

Project Dates: July 1, 2017 – June 30, 2018

Please answer the questions below. You may add as many extra lines as needed in order to give a complete, yet concise answer. Reports should not be hand-written.

1. Were you able to complete the project as stated in your original application? Yes No
Please describe the effect of this program on the community. If you answered no, state any problems you encountered. (In this section, please also describe the population served by including the number of people participating and any demographics.)

The overall benefit and effect on the community is, the seniors were able to have a place to go where they enjoyed other seniors in a safe and relaxing environment, where they received the attention they deserved and needed from Antioch Senior Center Staff.

2. Describe the outcomes of the project. Describe the evaluation practices used in measuring the program.
The outcome of the project was very productive for the seniors. They became more physical fit each year they attended the center, because of the exercise programs they participated in. The seniors enhanced their knowledge pertaining to health matters and healthy eating, because of the different seminars they participated in, as well as the different programs we offered.

3. Describe any collaborative partnerships associated with this program. Please state the partner and their role(s). Please include any partnerships with organizations located within Richland County that have similar missions as your organization.

N/A

REQUIRED ATTACHMENTS

Grant Expenses List - Attach an **itemized list of expenditures** not included in the Mid-Year report that includes vendor name, amount, expense purpose, and date paid.

Copies of valid invoices and proof of payment for each grant expenditure. Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget. **All expenditures should match up to payment requests and original grant budget.**

Samples of acknowledgement of Richland County's support.

ORGANIZATION SIGNATURE:

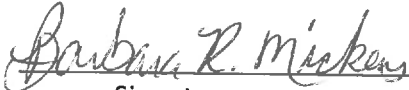
Provide signature of official within organization, verifying accuracy of above statements. Failure to produce completed, accurate reports may result in withholding of future grant allocations.

Barbara R. Mickens

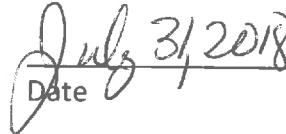
Name

Executive Director

Title



Signature



Date

For questions, please call Steven Gaither, Grants Manager at 803.576.1514.

Richland County Administration PO Box 192 Columbia, SC 29202 Fax 803.576.2137 Email grantsmgmt@rcgov.us



Richland County Allocation Final Report Funds Received July 1, 2016 – June 30, 2017 Due: No Later than January 31, 2018

Organization: Isadore E. Lourie Center

Contact: Sandra K. Owensby

Phone: 803-779-1971 **Email:** sandra@louriecentersc.com

Please describe the affect these funds had on the community:

The funds allocated to the Lourie Center by Richland County enable the center to provide opportunities for older adults to be physically fit, socially engaged, intellectually stimulated and independent. Through quality, age appropriate programming, the seniors of Richland engaged lifestyle has been proven to be beneficial in maintaining one's independence and avoidance of or delay the need for assisted living or nursing care, saving society an average of \$6,500 per month per patient. Without the Richland County Grant we would not be able to keep our doors open. The membership fees cover only about 11% of our operating costs and our community partners help to make up the difference.

The Lourie Center provides over 78 hours programmed activities per week. Classes range from aerobics, Pilates, yoga, tai chi for balance, Qi Gong, dancing, Zumba, Spanish and art. We also offer computer tutors, card games, bingo, and other social engagement opportunities. Monthly lectures are open to the public and cover topics ranging from mind games to wine tasting. Our 5 points transportation system provided over 5,000 free rides to seniors for medical appointments as well as essential personal errands. All of these programs and events are offered to people over the age of 50 for a nominal membership fee.

Without the support of Richland County it would be impossible to continue these programs. We are the only center of its kind in the greater Columbia area offering this number of specialized programs to our senior community regardless of their economic status.

The Lourie Center is one of the two Senior Centers of Excellence accredited by the National Association of Senior Center Institutes.

Describe the population served, including the number of people who benefited:

The typical member of the Lourie Center is 73.5 years old. Currently we have 452 members between the ages of 50 and 93. The senior population of Richland County is 37,541 and is expected to reach at least 42,405 by 2017 about a 7% increase. The Lourie Center is anticipating an increase in the demand for our services caused by the senior population increasing exponentially.

REQUIRED ATTACHMENTS

Allocation Expenses - Please attach an itemized list of expenditures paid for with County funds that includes vendor name, amount, expense purpose, and date paid. The total should equal the amount of your Richland County allocation in FY17.

Copies of valid invoices and proof of payment for each item in the itemized expenditure list. Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget.

Failure to produce completed, accurate reports may result in withholding of future grant allocations.

ORGANIZATION SIGNATURE:

Provide signature of the Authorizing Official within organization, verifying accuracy of above statements and attachments.

_____	_____
Name	Title
_____	_____
Signature	Date

For questions, please call James Hayes, Director of Budget and Grants Management at 803.576.2095.
Richland County Administration PO Box 192 Columbia, SC 29202 Fax: 803.576.2137 Email: Hayesj@rcgov.us

Richland County Council Request for Action

Subject:

County Council is requested to provide guidance to the staff on the paving / construction of Willow Wind Road

Notes:

October 23, 2018 – The committee recommended Council forward the matter to the Transportation Ad Hoc Committee, and allow them to take this matter up with the list of the other roads.



**Development & Services Committee Meeting
Briefing Document**

Agenda Item

County Council is requested to provide guidance to the staff on the paving / construction of Willow Wind Road.

Background

Prior to the enactment of the Transportation – Penny Program, Richland County paved a small number of dirt roads using “C” Construction Funds from the South Carolina Department of Transportation (SCDOT) under the supervision of the County Engineer. Attached is a brief informational summary of C funds from the SCDOT.

A portion of Willow Wind Road was paved in 1996 by the SCDOT and became part of the State Road Maintenance system. Due to an inability to obtain all of the necessary right-of-way, the remaining approximately 3,000 linear feet was left in the unpaved condition and is maintained by the Richland County Department of Public Works. Please see the attached location map.

The remaining unpaved portion of Willow Wind Road was added to the then, pre-Penny paving list in 2004 using a new, approximately 3,300 linear foot alignment that:

- Avoided the need for a right-of-way donation from the disapproving property owners; and
- Improved the geometry and safety of the intersection with Old Hopkins Road.

In late 2006, the County was deeded the necessary right-of-way for this new alignment by Firststar Homes, Inc. in order to construct a new section of the existing dirt Willow Wild Road (please see the attached deed). The deed states that the Grantee (County) agrees to receive this right-of-way, “for the purpose of constructing, improving, and / or maintaining streets or roads thereon.” Later in the document in the Special Provisions Section, reference is made to the Grantee agreeing to, “streets or roads will be designed, constructed or improved, and maintained by the Grantee at no cost to the Grantor.”

It was then the intention of Richland County to pave the interrupted section of Willow Wind Road along the new 3,300 linear foot alignment as evidenced by their following actions:

- Obtaining the necessary right-of-way by donation; and
- Engaging an engineering consultant (Jordan, Jones, and Goulding) to conduct the survey and design of the road for construction.

Also, recently Richland County approved a subdivision for development that reflects the new alignment of Willow Wind Road.

Despite these actions, the dirt portion of Willow Wind Road was never paved due, in part, to the economic downturn in 2007.

Willow Wind Road was included on the master list of dirt roads to be paved by the Transportation –

Penny Program. However, it is the position of the Transportation – Penny Staff that they are constrained to work within the existing budget and that the additional clearing and grubbing necessary to construct the road in the new alignment / right-of-way exceeds their charge.

Great Southern Homes (formerly Firststar Homes, Inc) is developing Willow Wind Place which includes 89 parcels in two-phases. In order to provide access to this development, the developer is in the process of paving the first 925 linear feet of the new road alignment.

The attached Property Deed has been reviewed by the County Legal Staff and it is their opinion that the County is obligated to take some action (“constructing or improving”) this section of Willow Wind Road using the new, recommended alignment as shown on another attachment.

The attorney for Great Southern Homes sent a letter dated November 8, 2017 (also attached) requesting to know when the County is planning to meet this obligation and construct this road. It should be noted that the deed does not stipulate any fixed completion date for construction of the road.

It is the opinion of the engineers on the County Staff that the improvement of Willow Wind Road should be along the new, engineered alignment and not the existing prescriptive easement (primarily due to the significantly improved geometry of the intersection with Old Hopkins Road).

The existing budget for road improvements within the Transportation – Penny budget under the existing alignment is \$491,000. A recent preliminary construction cost for the 3,300 linear foot new alignment is approximately \$495,000. The section that the developer has already started to construct is approximately 925 linear feet within the new alignment with a cost of about \$140,000.

Issues

The primary issue is whether or not the County remains committed to constructing this section of roadway using the new alignment. As noted above, it is the opinion of the engineers on the County Staff that the improvement of Willow Wind Road should be along the new, engineered alignment and not the existing prescriptive easement (primarily due to the significantly improved geometry of the intersection with Old Hopkins Road).

If the County is not committed to constructing this section of roadway using the new alignment, then Willow Wind Road will be paved via the Transportation Penny Program as it was included on the Program’s master list of dirt roads to be paved.

Fiscal Impact

Unknown at this time. Direction is sought by which known and estimated costs associated with this project can be identified and assigned.

Past Legislative Actions

Inclusion in the planned four-year County paving program in 2004.

Alternatives

1. Move forward with the development and negotiation of a plan, possibly involving a public – private partnership with Great Southern Homes, for the construction of this approximately 3,300 linear feet of Willow Wind Road and identify a funding plan for same.

Or,

2. Discontinue any further staff action associated with the construction of this section of Willow Wind Road using the recommended alignment.

Staff Recommendation

As indicated in the aforementioned alternatives, County Council’s discretion is being sought as to the manner in which to proceed. Should Council direct staff to proceed with constructing the approximately 3,300 linear feet of Willow Wind Road via the recommended alignment, then staff would recommend Council authorizing staff to negotiate an agreement with the developer in which the County would provide the transportation penny funds budgeted for this road improvement to the developer who in-turn would be responsible for the construction of the 3,300 linear feet of Willow Wind Road up to the County’s road standards.

Submitted by: Department of Public Works - EGR

Date: October 8, 2018





Kenneth C. Hanson

Walter M. Riggs

John K. Chandler

6156 St. Andrews Road, Suite 101
Columbia, South Carolina 29212
www.hansonlawfirm.net

Telephone
(803) 798-9446

Facsimile
(803) 750-0203

Stephen Staley, Richland County Engineer
Richland County Department of Public Works
400 Powell Road
Columbia, SC 29203

November 8, 2017

Re: Willow Wind Road

Dear Mr. Staley:

Enclosed please find a copy of the "Title to Real Estate for Proposed Streets". The deed was prepared and executed by Richland County, South Carolina, "...for the purpose of constructing, improving and/or maintaining streets or roads thereon :..."

"This deed is further reflected on a set of plans prepared for Richland County entitled Willow Wind Road, by Jordan, Jones, and Goulding, and are on file in the Office of the County Engineer, 400 Powell Road, Columbia, SC 29203."

Further, "The parties hereto agree and acknowledge that said streets or roads will be designed, constructed or improved, and maintained by the Grantee *at no cost to the Grantor*; ..."

The County of Richland is, therefore, obligated and required "... to construct, maintain and repair said streets or roads in a reasonably good and workmanlike manner." The deed to Willow Wind Road is recorded in the Register of Deeds Office for Richland County in Deed Book 1219 at Page 1754, since August 18, 2006, making this obligation by the County a binding contract between the parties.

Therefore, my client would like to know when Richland County intends to meet its contractual obligation and begin construction of Willow Winds Road. Please advise me as to the County's plans for this road and when we may see some progress on this obligation. I appreciate your assistance.

Sincerely,

A handwritten signature in blue ink that reads 'Kenneth C. Hanson'.

Kenneth C. Hanson
enclosures

ORIGINAL PUBLIC WORKS

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

TITLE TO REAL ESTATE
For Proposed Streets

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **FIRSTAR HOMES, INC., 10511 TWO NOTCH ROAD, ELGIN, SC 29045** (the "Grantor") for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid by Richland County, South Carolina (the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release in fee simple absolute unto Richland County, South Carolina, its successors and assigns, all that certain real property comprising road rights-of-way, 66 feet in width, hereinafter described for the purpose of constructing, improving and/or maintaining streets or roads thereon:

DESCRIPTION: Herein conveyed is a portion of that tract identified on the Richland County Tax Map as **TMS 21700-04-11** (also known Old Hopkins Road) and lying within thirty three (33) feet of the centerline of a newly aligned Willow Wind Road which begins on the right at the existing right of way of Old Hopkins Road and going to approximate survey station 3+08, then again on the right beginning at approximate survey station 4+36 and going to approximate survey station 29+50, and on the left, beginning at the existing right of way of Old Hopkins Road and going to approximate survey station 27+94. Right of way to be obtained is 2.22 acres on the right, and 2.21 acres on the left. Total right of way to be obtained is 4.43 acres

This being a portion of that tract acquired by General Warranty Deed dated July 28, 2006 and recorded August 1, 2008 in the ROD of Richland County in Deed Book R1212 at Page 3147.

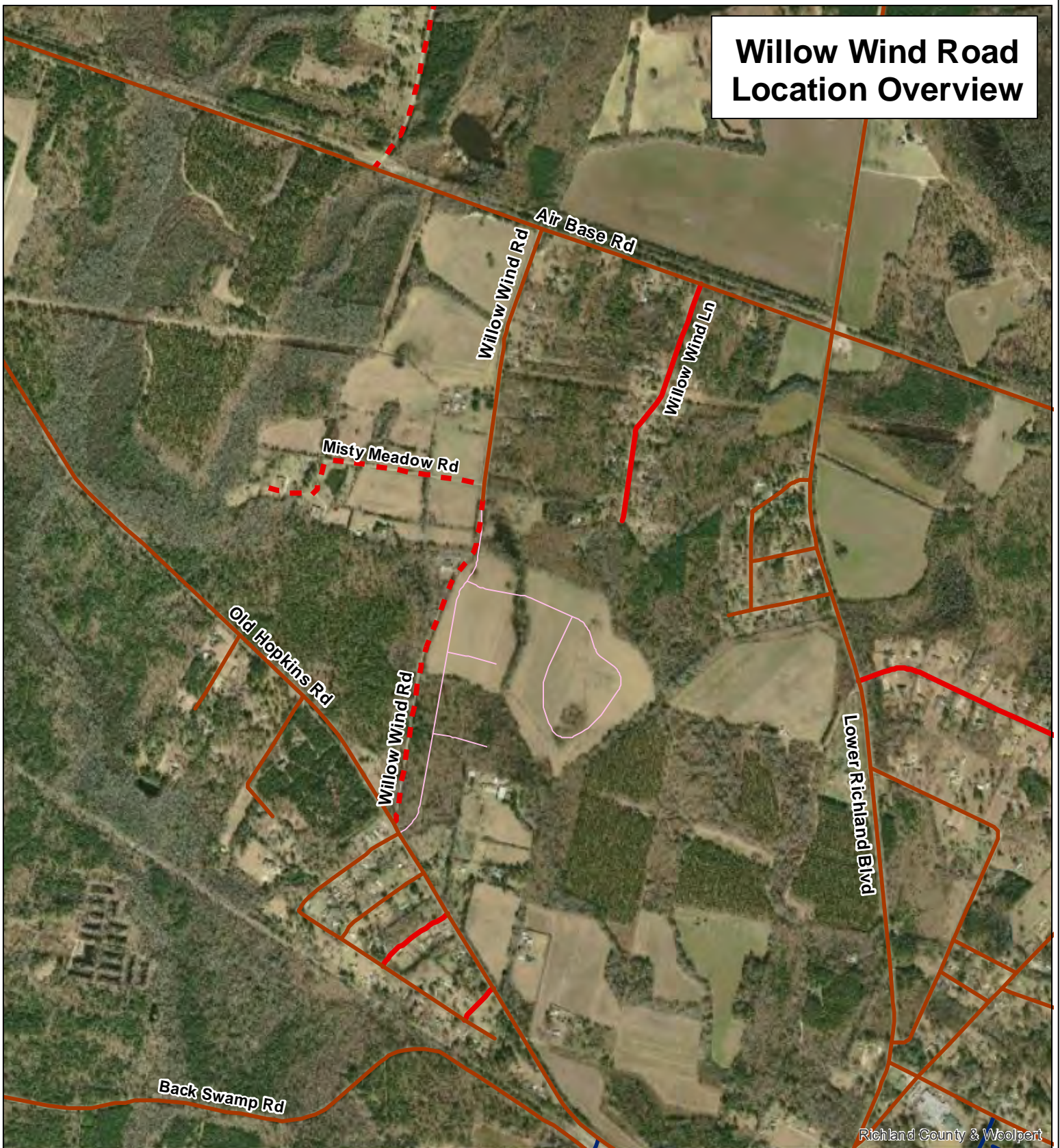
This deed is further reflected on a set of plans prepared for Richland County entitled Willow Wind Road, by Jordan, Jones & Goulding and are on file in the office of the County Engineer, 400 Powell Road, Columbia, SC 29203.

SPECIAL PROVISIONS: The parties hereto agree and acknowledge that said streets or roads will be designed, constructed or improved, and maintained by the Grantee at no cost to the Grantor; that said streets or roads will be used by the general public; and it is therefore agreed as one of the material considerations and inducements for granting this road right-of-way by the Grantor, that the Grantee does hereby assume all risks of loss, damage, destruction or claims of every kind, present or future, suffered by either party or any member of the general public resulting from the design, construction, improvement, maintenance, or public use of said streets or roads.

And the said Grantee for them and for their successors in office do hereby further agree to save and hold harmless and release the Grantor, heirs, assigns or successors to titled from all such losses, damages, destruction and claims hereinabove specified.

And the Grantee, their successors in office, agree to construct, maintain and repair said streets or roads in a reasonably good and workmanlike manner.

Willow Wind Road Location Overview



Richland County & Woolpert

Legend

Road Maintenance

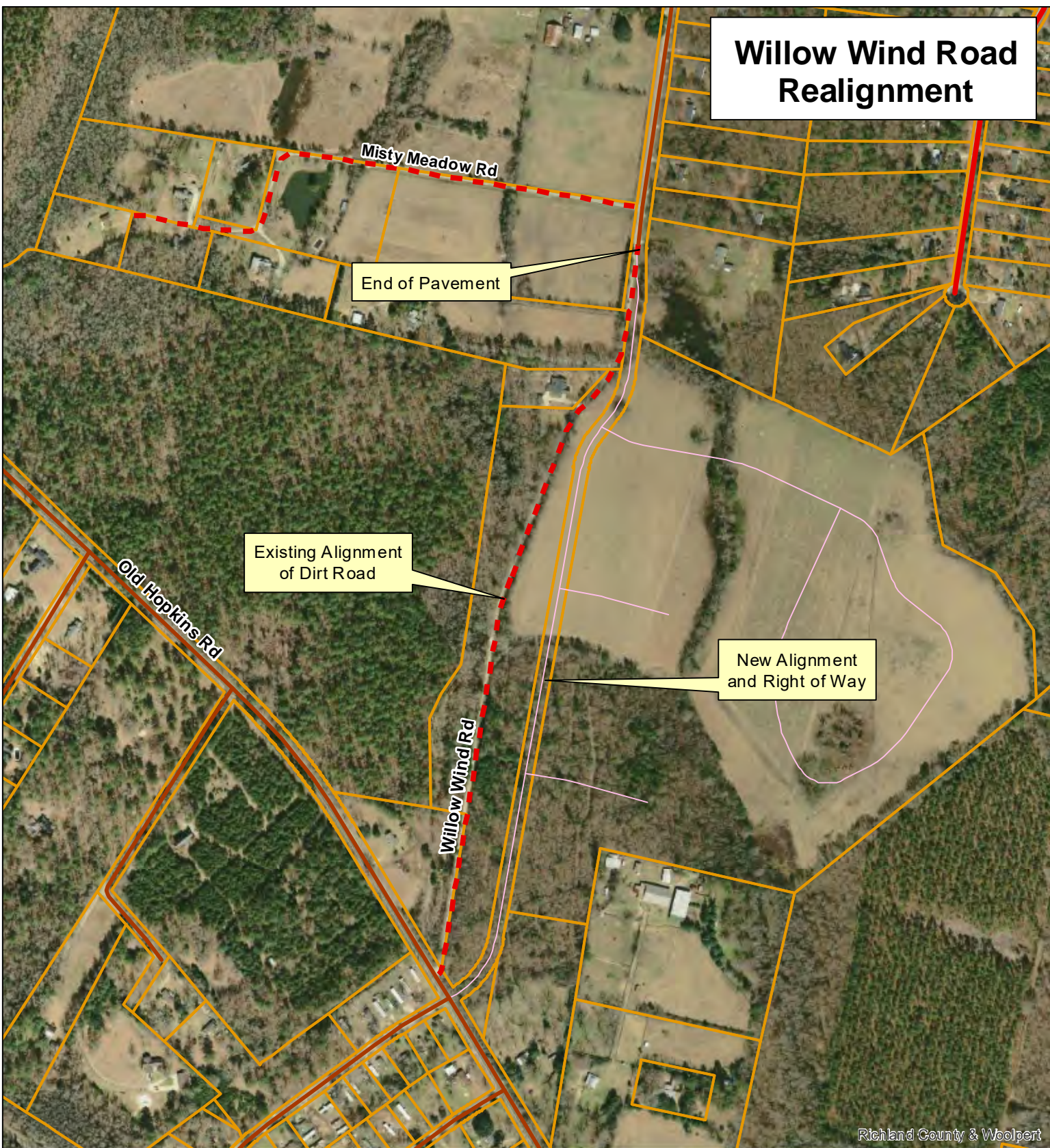
- SCDOT
- County Paved
- - - County Unpaved
- Proposed



1 inch = 1,250 feet



Willow Wind Road Realignment



Legend

Road Maintenance

- SCDOT
- County Paved

- - - County Unpaved
- Proposed

□ Parcels



1 inch = 552 feet



Richland County Public Works - 2018

Richland County Council Request for Action

Subject:

Richland County Coroner's Request for Generator

Notes:

October 23, 2018 – The committee recommended Council approve the pursuit of the grant by the Coroner's Office and acceptance of the grant, if awarded.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Richland County Coroner's Request for Generator

Background

Power outages can come in many forms, from weather related events, natural disasters, a general blackout, or an equipment failure on the aging power grid. A commercial standby generator keeps the HVAC system operation during outages, keeps lights on, power to running hot water, refrigerators, security systems running and all electronics. A Local Emergency Generator (LEG) is a fixed generator installation provided for an essential facility to ensure continued operation of the facility or equipment during a power failure. Critical facilities must be prepared for a loss of utility power, and their ability to function **without** interruption during and in the aftermath of hazard events deserves special attention. The definition of critical facilities can be expanded to also include other types of facilities including the coroner's office that is critical to ongoing operations of business or government.

Issues

FEMA has released the Notice of Funding Opportunity for the 2018 Pre-Disaster Mitigation (PDM) grant program. The funding is distributed on a nationally competitive basis and is subject to a **75% federal, 25% non-federal cost share**. Sub-applicants are responsible for the 25% non-federal share. Eligible applicants for the PDM program are state, local, and tribal governments. Local governments are eligible including county and municipal governments, as well as special purpose districts. All sub-applicants must have a FEMA approved hazard mitigation plan that has been updated within the last five years

State Administrative Agency (SAA) or the State's Emergency Management Agency is eligible to apply directly to FEMA for EMPG Program funds on behalf of state and local emergency management agencies. The SC Emergency Management Agency has agreed to assist the County with the application. The intent of this grant is to apply for eligible activities under PDM FY 2018 include mitigation projects and mitigation plans.

How will the FY 2018 FEMA (EMPG) Program applications be submitted?

- The County would apply for the 2018 Pre-Disaster Mitigation (PDM) grant. Applying for this award falls under the EMPG Program. This grant provides resources to assist states, tribal governments, territories and local communities in their efforts to implement a sustained pre-disaster natural hazard mitigation program.
- Priority Mitigation projects include the reduction of risk to any natural hazard (e.g., seismic, wildfire, landslide, wind, flood, drought) and generators for critical facilities that are identified in a FEMA-approved mitigation plan could be approved.
- Loss of electricity leads to the lost of operations to the Coroner's Department. During Hurricane Florence, DHEC lost their network. We learned about the impact of not being able to issue critical documents related to deaths. This affects the Coroner's Department, the families of decedents, and funeral homes, as well as DHEC.

- The loss of electricity which leads to the loss of power to the compressors/freezers and refrigerators can compromise the DNA that the coroner's office maintains possession over. DNA from death cases related to criminal cases are kept in these freezers, and refrigerators, as well as bodies of decedents.
- Only one (1) quote has been obtained for this generator. The estimated cost is roughly \$250,000. Three quotes should be obtained to provide a competitive market. The County has another local vendor recently used to provide a generator at another County facility.
- There may be 3 other alternative options to apply for possible funding: The US Department of Agriculture, the Office of Cybersecurity, Energy Security and Emergency Response and the U.S. Economic Development Administration.

Fiscal Impact

The added cost of the required match funds and maintaining the equipment . Please note that the Public Works Department currently oversees all operations and maintenance of generators that the County owns. The total grant amount of the grant would be \$250,000. The impact to the County is a 25% cash match of \$62,200. There is funding in the County current fiscal year budget to absorb the cash match, if awarded.

Past Legislative Actions

None.

Alternatives

1. Approve the pursuit of the grant by the Coroner's Department and acceptance of the grant, if awarded.
2. Do not approve the pursuit of the grant by the Coroner's Department and acceptance of the grant, if awarded.

Staff Recommendation

Staff would recommend approving the pursuit of the grant by the Coroner's Department and acceptance of the grant, if awarded.



Richland County Council Request for Action

Subject:

Approval to award Emergency Services Department open purchase orders for supplies and services

Notes:

October 23, 2018 – The committee recommended Council approve the Purchase Orders and Contracts for equipment and services.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Approval to award Emergency Services Department open purchase orders for supplies and services needed for the operations of the Emergency Services Department. Funds are available in the FY 2018-2019 budget. No additional funds are needed.

Background

The Emergency Services Department (ESD) uses vendors to provide products and services for operations. Supplies and services not available on state contract are bid out for the best prices. EMS uses hundreds of different medical items which are secured through competitive bidding. The best individual item price was selected from each of the vendors.

Three vendors that submitted the lowest prices on individual items will be awarded bids exceeding \$100,000 and therefore Council's approval is necessary. The amount of individual items needed for the year were estimates. The exact amount of yearly supplies purchased will be determined by call volume and type of call. The exact amounts for each vendor may go up or down.

The ESD uniform purchase was also put out for bid. Based on service, products and cost, the lowest responsible and responsive bidder was US Patriot. The vendors exceeding \$100,000 during the fiscal year are:

Vendor	Service	Estimated Amount
Boundtree Medical	Medical Equipment and Supplies	\$ 150,000
Henry Schein Medical	Medical Equipment and Supplies	\$ 200,000
Southeastern Medical	Medical Equipment and Supplies	\$ 150,000
US Patriot	ESD Uniforms and Equipment	\$ 110,000

Issues

None.

Fiscal Impact

The funding associated with this request was included in ESD's FY19 budget.

Past Legislative Actions

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

Alternatives

1. Approve the Purchase Orders and Contracts for equipment and services.
2. Do not approve the purchase orders and contracts.

Staff Recommendation

It is recommended that Council approve the purchase orders for supplies and services.

Submitted by: Emergency Services Department

Date: October 16, 2018



Item	UI	QTY	Read's Uniform	Wright-Johnston Uniforms	DesignLab Inc.	US Patriot Tactical
One time set up charge for embroidery for Polo shirts, Jacket's Inner Vest, and Hats	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
One time set up charge for silk screen for cotton t-shirts	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
Men's Horace Small Short Sleeve Button Down Uniform Shirt	200	EA	\$39.73 / \$7,946	\$43.95 / \$8,790	\$41.10 / \$8,220	\$36.00 / \$7,200
Women's Horace Small Short Sleeve Button Down Uniform Shirt	200	EA	\$39.73 / \$7,947	\$43.95 / \$8,791	\$35.09 / \$7,018	\$36.00 / \$7,200
Men's Horace Small Long Sleeve Button Down Uniform Shirt	200	EA	\$45.39 / \$9,078	\$47.95 / \$9,590	\$46.13 / \$9,226	\$39.60 / \$7,920
Women's Horace Small Shirt Long Sleeve Button Down Uniform Shirt	200	EA	\$45.39 / \$9,079	\$47.95 / \$9,591	\$46.13 / \$9,227	\$39.60 / \$7,920
Men's 5.11 Taclite Pro Pants	250	EA	\$38.41 / \$9,602.50	\$41.95 / \$10,487.50	\$38.31 / \$9,577.50	\$34.90 / \$8,725
Women's 5.11 Taclite Pro Pants	250	EA	\$38.41 / \$9,602.51	\$41.95 / \$10,487.51	\$38.31 / \$9,577.51	\$34.90 / \$8,725
Men's CornerStone Long Sleeve Polo Shirt	200	EA	\$26.00 / \$5,200	No quote	\$32.98 / \$6,596	\$29.95 / \$5,990
Men's CornerStone Short Sleeve Polo Shirt	200	EA	\$23.00 / \$4,600	No quote	\$29.37 / \$5,874	\$27.95 / \$5,590
Women's CornerStone Short Sleeve Polo Shirt.	200	EA	\$23.00 / \$4,601	No quote	\$29.37 / \$5,875	\$29.95 / \$5,990
Flexfit Athletic Mesh Baseball Style Hat	50	EA	\$8.50 / \$425	No quote	\$12.49 / \$624.50	\$19.99 / \$999.50
Flexfit Athletic Pro-Mesh Adjustable Style Hat	50	EA	\$8.50 / \$426	No quote	\$12.31 / \$615.50	\$19.99 / \$999.51

Gildan 100% Cotton Classic Short Sleeve T-Shirt	12	EA	\$5.00 / \$60	No quote	\$6.35 / \$76.20	\$17.50 / \$210
GlowWear 8381 Type R Class 3 Performance 3-in-1 Bomber Jacket.	60	EA	\$75.00 / \$4,500	No quote	\$72.94 / \$4,376.40	\$76.99 / \$4,619.40
Alterations (Pants only)	50	EA	\$0.00	\$0.00	\$2.50 / \$125	\$8.00 / \$400
Shipping			\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total			\$73,063.00	Did not quote all items	\$77,006.60	\$72,488.40
Tax (8%)			\$5,845.04	Did not quote all items	\$6,160.53	\$5,799.07
Grand Total			\$78,908.04	Did not quote all items	\$83,167.13	\$78,287.47



Richland County Office of Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29201
Phone: (803) 576-2130
Fax: (803) 576-2135

Notice of Intent to Award

February 26, 2018

Project: EMS Uniforms; RC-031-R-2018

Owner: Richland County

To All Contractors:

This is to notify all that it is the intent of Richland County to award a contract for: EMS Uniforms to US **Patriot Tactical**.

This Notice of Intent is subject to the execution of a written agreement and this Notice does not constitute the formation of a contract between the County and the Contractor.

The contractor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to both parties is executed by an authorized representative of each party. If there is a failure to execute a contract, the County at its sole discretion, may cancel this Notice of Intent to Award with no obligation to the Awardee.

The County further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written agreement.

By

A handwritten signature in blue ink that reads "Sierra Flynn". The signature is written in a cursive style and is followed by a long horizontal line.

Sierra Flynn
Buyer



Richland County Office of Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29201
Phone: (803) 576-2130
Fax: (803) 576-2135

AMENDED
Notice of Intent to Award

August 22, 2018

Project: EMS Medical Supplies for FY 18/19; RC-096-R-2018

Owner: Richland County

To All Contractors:

This is to notify all that the Notice of Intent to Award for EMS Medical Supplies for FY 18/19 is hereby amended. It is the intent of Richland County to award a contract for: EMS Medical Supplies for FY 18/19 to the follow vendors:

- Henry Schein Inc.
- Bound Tree Medical, LLC
- Southeastern Emergency Equipment
- Concordance Healthcare Solutions, LLC
- **Addition:** Nashville Medical & EMS Products, Inc.

This Notice of Intent is subject to the execution of a written agreement and this Notice does not constitute the formation of a contract between the County and the Contractor.

The contractor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to both parties is executed by an authorized representative of each party. If there is a failure to execute a contract, the County at its sole discretion, may cancel this Notice of Intent to Award with no obligation to the Awardee.

The County further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written agreement.

By

A handwritten signature in blue ink that reads "Sierra Flynn".

Sierra Flynn
Contract Specialist

The Highlighted quotes are lowest price

Line #	Supplies/Goods	QTY	U/I	Henry Schein		Boundtree		Southeastern		Concordance		Ever Ready		Nashville	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Fentanyl (100mcg Vials)	500	Vials	\$1.88	\$940.00	\$1.27	\$635.00	\$1.34	\$670.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Versed (5mg vials)	525	Vials	\$8.62	\$4,525.50	\$1.45	\$761.25	\$1.52	\$798.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Morphine (10mg vials)	500	Vials	\$2.26	\$1,130.00	\$2.43	\$1,215.00	\$2.56	\$1,280.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Adenocard (6mg vials)	460	Vials	\$7.62	\$3,505.20	\$3.19	\$1,467.40	\$4.25	\$1,955.00		\$0.00	\$4.54	\$2,088.40	\$0.00	\$0.00
5	Atrovent (3mg ampules, individually wrapped)	2400	Ampules	\$0.09	\$216.00	\$0.37	\$888.00	\$0.17	\$408.00		\$0.00	\$0.25	\$600.00	\$0.00	\$0.00
6	Albuterol (2.5mg ampules)	2400	Ampules	\$0.10	\$240.00	\$0.13	\$312.00	\$0.16	\$384.00		\$0.00	\$0.12	\$288.00	\$0.00	\$0.00
7	Atropine (1mg prefill syringe)	280	Syringes	\$11.03	\$3,088.40	\$11.12	\$3,113.60	\$11.72	\$3,281.60		\$0.00	\$11.72	\$3,281.60	\$0.00	\$0.00
8	Baby Aspirin (81mg pill, 36 pill/bottle)	350	Bottle	\$0.72	\$252.00	\$0.82	\$287.00	\$0.68	\$238.00		\$0.00	\$0.85	\$297.50	\$0.99	\$346.50
9	Benadryl (50mg vials)	375	Vials	\$2.22	\$832.50	\$1.02	\$382.50	\$1.09	\$408.75		\$0.00	\$1.30	\$487.50	\$0.00	\$0.00
10	Calcium Gluconate (10% 1gm vial)	125	Vials	\$66.70	\$8,337.50	\$11.74	\$1,467.50	\$12.85	\$1,606.25		\$0.00	\$11.54	\$1,442.50	\$0.00	\$0.00
11	Dextrose (25gm prefill syringe)	850	Syringes	\$3.56	\$3,026.00	\$10.14	\$8,619.00	\$10.40	\$8,840.00		\$0.00	\$11.18	\$9,503.00	\$0.00	\$0.00
12	Epinephrine 1:10,000 (1mg prefill syringe)	1950	Syringes	\$5.68	\$11,076.00	\$5.51	\$10,744.50	\$5.77	\$11,251.50		\$0.00	\$7.72	\$15,054.00	\$0.00	\$0.00
13	Epinephrine 1:1,000 (1mg vial)	1950	Vials	\$18.46	\$35,997.00	\$238.12	\$464,334.00	\$16.88	\$32,916.00		\$0.00	\$18.90	\$36,855.00	\$0.00	\$0.00
14	Glucagon (1mg vial)	290	Vials	\$331.91	\$96,253.90	\$190.19	\$55,155.10	\$213.13	\$61,807.70		\$0.00	\$225.00	\$65,250.00	\$0.00	\$0.00
15	Lasix (40mg vial)	200	Vials	\$3.84	\$768.00	\$3.47	\$694.00	\$3.67	\$734.00		\$0.00	\$4.54	\$908.00	\$0.00	\$0.00
16	Levophed (4mg vial)	40	Vials	\$20.23	\$809.20	\$25.12	\$1,004.80	\$13.34	\$533.60		\$0.00	\$25.95	\$1,038.00	\$0.00	\$0.00
17	Lidocaine 100mg (100mg prefill syringe)	320	Syringes	\$9.84	\$3,148.80	\$3.17	\$1,014.40	\$3.23	\$1,033.60		\$0.00	\$4.36	\$1,395.20	\$0.00	\$0.00
18	Lidocaine 2gm, 4:1 (500cc bag)	50	Bag	\$6.36	\$318.00	\$6.45	\$322.50		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Lidocaine 1gm (50ml vial)	50	Vials	\$2.70	\$135.00	\$3.53	\$176.50	\$3.49	\$174.50		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Narcan (0.4mg vial)	1300	Vials	\$48.98	\$63,674.00	\$19.73	\$25,649.00	\$20.11	\$26,143.00		\$0.00	\$172.00	\$223,600.00	\$0.00	\$0.00
21	Narcan (2mg prefill syringe)	1300	Syringes	\$18.22	\$23,686.00	\$34.62	\$45,006.00	\$41.67	\$54,171.00		\$0.00	\$36.90	\$47,970.00	\$0.00	\$0.00
22	Nitro Paste (foil pack, 1gm foil pack)	384	Pack	\$2.42	\$929.28	\$118.56	\$45,527.04	\$2.97	\$1,140.48		\$0.00	\$145.00	\$55,680.00	\$0.00	\$0.00
23	Nitro Tabs Bottle (0.4mg tablet, 25 tabs/bottle)	185	Bottle	\$34.28	\$6,341.80	\$39.57	\$7,320.45	\$19.33	\$3,576.05		\$0.00	\$30.00	\$5,550.00	\$0.00	\$0.00
24	Sodium Bicarb (50mEq/50ml prefill syringe)	190	Syringes	\$10.50	\$1,995.00	\$10.44	\$1,983.60	\$11.07	\$2,103.30		\$0.00	\$12.36	\$2,348.40	\$0.00	\$0.00
25	Zofran (4mg vial)	1300	Vials	\$0.25	\$325.00	\$0.53	\$689.00	\$0.53	\$689.00		\$0.00	\$0.80	\$1,040.00	\$0.00	\$0.00
26	NaCl for injection (1000cc bag)	7500	Bag	\$4.69	\$35,175.00	\$5.17	\$38,775.00	\$2.24	\$16,800.00		\$0.00	\$4.00	\$30,000.00	\$3.89	\$29,175.00
27	NaCl for injection (250cc bag)	80	Bag	\$3.77	\$301.60	\$4.25	\$340.00	\$2.12	\$169.60		\$0.00	\$4.00	\$320.00	\$4.49	\$359.20
28	NaCl for Irrigation (1000cc bottles)	700	Bottle	\$2.78	\$1,946.00	\$2.87	\$2,009.00	\$1.94	\$1,358.00		\$0.00	\$8.00	\$5,600.00	\$4.49	\$3,143.00
29	Sterile Water (1000cc bottles)	700	Bottle	\$2.52	\$1,764.00	\$2.69	\$1,883.00	\$1.77	\$1,239.00		\$0.00	\$5.00	\$3,500.00	\$4.49	\$3,143.00
30	Prefill NaCl syringe (10cc syringes)	10,000	Syringes	\$0.32	\$3,200.00	\$0.34	\$3,400.00	\$0.36	\$3,600.00		\$0.00	\$13.54	\$135,400.00	\$0.39	\$3,900.00
31	Glucose Gel (15gm, 3 squeeze pk/box)	1500	box	\$3.11	\$4,665.00	\$3.65	\$5,475.00	\$3.22	\$4,830.00		\$0.00	\$3.90	\$5,850.00	\$4.39	\$6,585.00
32	2 Piece 5' Nylon Straps w/ loop end and metal buckle	600	Each	\$7.95	\$4,770.00	\$6.98	\$4,188.00	\$6.59	\$3,954.00	\$6.32	\$3,792.00	\$7.72	\$4,632.00	\$4.90	\$2,940.00
33	9' Nylon strap w/ metal cam buckle	500	Each	\$7.34	\$3,670.00	\$10.31	\$5,155.00	\$13.52	\$6,760.00	\$9.65	\$4,825.00	\$10.90	\$5,450.00	\$7.79	\$3,895.00
34	2x2 gauze sponges (25 sleeve/case)	36	Case	\$28.00	\$1,008.00	\$18.75	\$675.00	\$21.75	\$783.00	\$16.19	\$582.84	\$38.00	\$1,368.00	\$16.90	\$608.40
35	3" Kling	42	Case	\$48.48	\$2,036.16	\$22.56	\$947.52	\$27.84	\$1,169.28	\$20.00	\$840.00	\$40.00	\$1,680.00	\$30.19	\$1,267.98
36	1" Tape	10	Case	\$108.70	\$1,087.00	\$79.60	\$796.00	\$139.10	\$1,391.00	\$102.19	\$1,021.90	\$110.00	\$1,100.00	\$95.00	\$950.00
37	2" Tape	7	Case	\$108.70	\$760.90	\$145.20	\$1,016.40	\$139.10	\$973.70	\$102.19	\$715.33	\$110.00	\$770.00	\$95.00	\$665.00
38	3" Tape	7	Case	\$108.70	\$760.90	\$121.10	\$847.70	\$139.10	\$973.70	\$102.19	\$715.33	\$110.00	\$770.00	\$95.00	\$665.00
39	4x4 gauze	15	Case	\$32.16	\$482.40	\$82.32	\$1,234.80	\$61.68	\$925.20	\$27.83	\$417.45	\$36.00	\$540.00	\$51.59	\$773.85

40	ABD Pads	10	Case	\$42.08	\$420.80	\$35.84	\$358.40	\$33.00	\$330.00	\$31.28	\$312.80	\$32.00	\$320.00	\$36.89	\$368.90
41	3" Ace Wrap	6	Case	\$68.20	\$409.20	\$18.50	\$111.00	\$20.50	\$123.00	\$15.55	\$93.30	\$16.00	\$96.00	\$14.95	\$89.70
42	4" Ace Wrap	6	Case	\$86.90	\$521.40	\$24.50	\$147.00	\$26.00	\$156.00	\$18.88	\$113.28	\$21.00	\$126.00	\$19.89	\$119.34
43	Alcohol Pads	36	Case	\$15.80	\$568.80	\$25.80	\$928.80	\$16.40	\$590.40	\$24.00	\$864.00	\$19.00	\$684.00	\$22.80	\$820.80
44	AMBU Head Wedges	25	Case	\$321.00	\$8,025.00	\$338.00	\$8,450.00	\$318.00	\$7,950.00	\$339.10	\$8,477.50	\$38.00	\$950.00	\$389.00	\$9,725.00
45	LMA #1.0	6	Box	\$120.50	\$723.00	\$120.00	\$720.00	\$118.00	\$708.00	\$72.22	\$433.32	\$129.00	\$774.00	\$189.00	\$1,134.00
46	LMA #1.5	8	Box	\$123.32	\$986.56	\$120.00	\$960.00	\$118.00	\$944.00	\$72.22	\$577.76	\$129.00	\$1,032.00	\$189.00	\$1,512.00
47	Rescue Key	100	Each	\$3.76	\$376.00	\$4.31	\$431.00	\$3.89	\$389.00	\$3.75	\$375.00	\$2.00	\$200.00	\$2.99	\$299.00
48	Band-aids	200	Box	\$1.18	\$236.00	\$1.25	\$250.00	\$1.23	\$246.00	\$0.96	\$192.00	\$1.36	\$272.00	\$0.95	\$190.00
49	Braun 10gtts	125	Case	\$61.00	\$7,625.00	\$67.50	\$8,437.50	\$63.00	\$7,875.00	\$60.45	\$7,556.25	\$79.90	\$9,987.50	\$0.00	\$0.00
50	Braun 60gtts	6	Case	\$70.00	\$420.00	\$77.00	\$462.00	\$73.00	\$438.00	\$69.97	\$419.82	\$226.00	\$1,356.00	\$0.00	\$0.00
51	14ga decomp needle	10	Box	\$77.10	\$771.00	\$73.90	\$739.00	\$150.76	\$1,507.60	\$148.53	\$1,485.30	\$65.00	\$650.00	\$58.65	\$586.50
52	Bed Pan	50	Each	\$0.65	\$32.50	\$0.93	\$46.50	\$0.77	\$38.50	\$0.74	\$37.00	\$1.00	\$50.00	\$0.95	\$47.50
53	Biohazard Bags	15	Case	\$58.70	\$880.50	\$320.00	\$4,800.00	\$65.00	\$975.00	\$71.65	\$1,074.75	\$38.00	\$570.00	\$69.79	\$1,046.85
54	BioHoop Bags	13	Case	\$720.80	\$9,370.40	\$648.00	\$8,424.00	\$723.20	\$9,401.60	\$693.57	\$9,016.41	\$800.00	\$10,400.00	\$0.00	\$0.00
55	BP Cuff, Adult	50	Each	\$6.06	\$303.00	\$5.95	\$297.50	\$5.57	\$278.50	\$4.83	\$241.50	\$7.00	\$350.00	\$4.53	\$226.50
56	BP Cuff, Child	25	Each	\$6.06	\$151.50	\$5.95	\$148.75	\$6.42	\$160.50	\$4.83	\$120.75	\$7.00	\$175.00	\$4.53	\$113.25
57	BP Cuff, Infant	10	Each	\$6.06	\$60.60	\$5.58	\$55.80	\$6.70	\$67.00	\$4.83	\$48.30	\$7.00	\$70.00	\$4.53	\$45.30
58	BP Cuff, Thigh	10	Each	\$6.74	\$67.40	\$6.74	\$67.40	\$8.13	\$81.30	\$5.33	\$53.30	\$8.00	\$80.00	\$5.39	\$53.90
59	BVM, Adult	75	Case		\$0.00	\$97.80	\$7,335.00	\$79.50	\$5,962.50	\$83.40	\$6,255.00	\$0.00	\$0.00	\$0.00	\$0.00
60	BVM, Pediatric	10	Case		\$0.00	\$97.80	\$978.00	\$79.50	\$795.00	\$96.25	\$962.50	\$0.00	\$0.00	\$0.00	\$0.00
61	BVM, Infant	5	Case		\$0.00	\$97.80	\$489.00	\$79.50	\$397.50	\$89.83	\$449.15	\$0.00	\$0.00	\$0.00	\$0.00
62	C-Collars	75	Case	\$174.50	\$13,087.50	\$148.50	\$11,137.50		\$0.00	\$140.00	\$10,500.00	\$236.00	\$17,700.00	\$262.50	\$19,687.50
63	CAT Tourniquet	250	Each	\$20.46	\$5,115.00	\$22.14	\$5,535.00	\$21.88	\$5,470.00	\$22.71	\$5,677.50	\$24.90	\$6,225.00	\$21.39	\$5,347.50
64	CPAP Circuit	50	Case		\$0.00		\$0.00	\$435.30	\$21,765.00		\$0.00	\$0.00	\$0.00	\$482.39	\$24,119.50
65	CPAP Mask, Large	50	Each		\$0.00	\$10.59	\$529.50	\$11.32	\$566.00		\$0.00	\$0.00	\$0.00	\$15.29	\$764.50
66	CPAP Mask, Small	50	Each		\$0.00	\$8.61	\$430.50	\$9.94	\$497.00		\$0.00	\$0.00	\$0.00	\$12.49	\$624.50
67	Cyalume Sticks	2	Case	\$87.58	\$175.16	\$89.00	\$178.00	\$85.00	\$170.00		\$0.00	\$72.00	\$144.00	\$122.01	\$244.02
68	Super Sani-Cloth	90	Case	\$57.96	\$5,216.40	\$70.08	\$6,307.20	\$67.32	\$6,058.80	\$67.30	\$6,057.00	\$88.00	\$7,920.00	\$69.39	\$6,245.10
69	Dispoable Splint, 12"	150	Each	\$1.23	\$184.50	\$0.27	\$40.50	\$1.27	\$190.50	\$0.71	\$106.50	\$0.72	\$108.00	\$1.19	\$178.50
70	Dispoable Splint, 18"	150	Each	\$1.49	\$223.50	\$0.38	\$57.00	\$1.52	\$228.00	\$0.96	\$144.00	\$1.18	\$177.00	\$1.39	\$208.50
71	Dispoable Splint, 24"	300	Each	\$2.09	\$627.00	\$0.61	\$183.00	\$2.15	\$645.00	\$1.19	\$357.00	\$1.72	\$516.00	\$1.69	\$507.00
72	Dispoable Splint, 34/36"	120	Each	\$3.41	\$409.20	\$0.69	\$82.80	\$3.49	\$418.80	\$1.30	\$156.00	\$2.20	\$264.00	\$1.99	\$238.80
73	Disposable Sheets	1600	Case	\$22.17	\$35,472.00	\$30.85	\$49,360.00	\$27.11	\$43,376.00	\$24.80	\$39,680.00	\$36.00	\$57,600.00	\$0.00	\$0.00
74	Electrodes, Adult	175	Case	\$460.80	\$80,640.00	\$430.00	\$75,250.00	\$400.00	\$70,000.00	\$9.89	\$1,730.75	\$520.00	\$91,000.00	\$567.60	\$99,330.00
75	Electrodes, Pedi	2	Case	\$132.00	\$264.00	\$98.80	\$197.60	\$102.20	\$204.40	\$89.33	\$178.66	\$136.90	\$273.80	\$189.00	\$378.00
76	Emergency Blankets	100	Each	\$0.43	\$43.00	\$0.36	\$36.00	\$1.75	\$175.00	\$0.99	\$99.00	\$0.54	\$54.00	\$0.45	\$45.00
77	Emesis Basin	2	Case	\$26.77	\$53.54	\$25.00	\$50.00	\$42.50	\$85.00	\$23.75	\$47.50	\$26.00	\$52.00	\$39.00	\$78.00
78	ET Tube Holder	15	Box	\$52.60	\$789.00	\$51.80	\$777.00	\$45.00	\$675.00	\$47.37	\$710.55	\$59.00	\$885.00	\$69.00	\$1,035.00
79	Fill Needle	10	Box	\$17.60	\$176.00	\$18.99	\$189.90	\$3.30	\$33.00	\$2.77	\$27.70	\$25.00	\$250.00	\$5.49	\$54.90
80	Filter Needle	2000	Each	\$0.31	\$620.00	\$0.34	\$680.00	\$21.05	\$42,100.00	\$0.32	\$646.00	\$0.40	\$800.00	\$0.33	\$660.00

81	Fire Extinguisher	35	Each	\$75.61	\$2,646.35		\$0.00	\$45.34	\$1,586.90		\$0.00	\$0.00	\$0.00	\$109.00	\$3,815.00
82	Hand Held Nebulizer	56	Case	\$36.00	\$2,016.00	\$26.00	\$1,456.00	\$33.50	\$1,876.00	\$30.92	\$1,731.52	\$36.90	\$2,066.40	\$29.25	\$1,638.00
83	Lancets	350	Box	\$9.65	\$3,377.50	\$15.15	\$5,302.50	\$8.27	\$2,894.50	\$14.77	\$5,169.50	\$12.72	\$4,452.00	\$20.89	\$7,311.50
84	Ice Packs	80	Case	\$4.43	\$354.40	\$14.50	\$1,160.00	\$9.12	\$729.60	\$9.36	\$748.80	\$12.00	\$960.00	\$7.69	\$615.20
85	INT Extensions	200	Case	\$75.35	\$15,070.00	\$82.00	\$16,400.00	\$82.24	\$16,448.00	\$44.44	\$8,888.00	\$0.00	\$0.00	\$0.00	\$0.00
86	15ga IO	50	Each	\$18.54	\$927.00	\$8.56	\$428.00	\$9.55	\$477.50	\$19.15	\$957.50	\$9.72	\$486.00	\$10.19	\$509.50
87	18ga IO	50	Each	\$20.42	\$1,021.00	\$8.56	\$428.00	\$9.55	\$477.50	\$21.09	\$1,054.50	\$9.72	\$486.00	\$10.19	\$509.50
88	KED	10	Each	\$44.55	\$445.50	\$53.68	\$536.80	\$75.65	\$756.50	\$52.50	\$525.00	\$118.00	\$1,180.00	\$52.49	\$524.90
89	King LTD 2.0	8	Box	\$242.00	\$1,936.00	\$289.10	\$2,312.80	\$31.25	\$250.00	\$327.77	\$2,622.16	\$325.00	\$2,600.00	\$239.00	\$1,912.00
90	King LTD 2.5	8	Box	\$302.50	\$2,420.00	\$289.10	\$2,312.80	\$31.25	\$250.00	\$327.77	\$2,622.16	\$325.00	\$2,600.00	\$239.00	\$1,912.00
91	King LTD 3.0	8	Box	\$286.00	\$2,288.00	\$262.80	\$2,102.40	\$27.27	\$218.16	\$311.10	\$2,488.80	\$325.00	\$2,600.00	\$239.00	\$1,912.00
92	King LTD 4.0	15	Box	\$286.00	\$4,290.00	\$262.80	\$3,942.00	\$27.27	\$409.05	\$311.10	\$4,666.50	\$325.00	\$4,875.00	\$239.00	\$3,585.00
93	King LTD 5.0	12	Box	\$286.00	\$3,432.00	\$262.80	\$3,153.60	\$27.27	\$327.24	\$311.10	\$3,733.20	\$325.00	\$3,900.00	\$239.00	\$2,868.00
94	KY gel pack	7	Box	\$3.50	\$24.50	\$8.50	\$59.50	\$4.94	\$34.58	\$5.66	\$39.62	\$6.50	\$45.50	\$0.00	\$0.00
95	Laryngoscope Bulbs	100	Each	\$1.43	\$143.00	\$1.33	\$133.00	\$1.83	\$183.00	\$1.16	\$116.00	\$1.30	\$130.00	\$0.92	\$92.00
96	Laryngoscope Handles	10	Each	\$68.08	\$680.80	\$7.98	\$79.80	\$22.74	\$227.40	\$9.33	\$93.30	\$12.00	\$120.00	\$6.99	\$69.90
97	LSP Demand Valve, LSP #L034-100	10	Each	\$179.70	\$1,797.00	\$197.65	\$1,976.50		\$0.00	\$191.71	\$1,917.10	\$195.00	\$1,950.00	\$0.00	\$0.00
98	LSP Main O2 regulator, LSP #L106-260-STL	10	Each	\$137.73	\$1,377.30	\$145.80	\$1,458.00		\$0.00	\$163.79	\$1,637.90	\$166.00	\$1,660.00	\$0.00	\$0.00
99	LSP Small Tank O2 regulator, LSP #370-220-R-STL	15	Each	\$164.51	\$2,467.65	\$190.05	\$2,850.75	\$180.31	\$2,704.65	\$194.73	\$2,920.95	\$198.00	\$2,970.00	\$0.00	\$0.00
100	Nasal Cannula, Adult	175	Case	\$8.80	\$1,540.00	\$17.00	\$2,975.00	\$12.50	\$2,187.50	\$11.72	\$2,051.00	\$12.90	\$2,257.50	\$11.45	\$2,003.75
101	Nasal Cannula, Pedi	25	Case	\$8.80	\$220.00	\$65.50	\$1,637.50	\$22.50	\$562.50	\$17.26	\$431.50	\$18.00	\$450.00	\$11.45	\$286.25
102	Nonrebreather Mask, Adult	100	Case	\$37.00	\$3,700.00	\$36.88	\$3,688.00	\$46.50	\$4,650.00	\$32.82	\$3,282.00	\$36.90	\$3,690.00	\$29.25	\$2,925.00
103	Nonrebreather Mask, Pedi	10	Case	\$54.00	\$540.00	\$35.50	\$355.00	\$47.00	\$470.00	\$32.88	\$328.80	\$45.90	\$459.00	\$29.25	\$292.50
104	NPA	140	Box		\$0.00	\$18.88	\$2,643.20	\$21.10	\$2,954.00	\$16.66	\$2,332.40	\$18.00	\$2,520.00	\$19.09	\$2,672.60
105	O2 Wrench	100	Each	\$0.75	\$75.00	\$0.72	\$72.00	\$0.77	\$77.00	\$0.73	\$73.00	\$0.72	\$72.00	\$0.39	\$39.00
106	O2 Flow Meter	10	Each		\$0.00	\$67.65	\$676.50	\$37.66	\$376.60	\$82.69	\$826.90	\$0.00	\$0.00	\$0.00	\$0.00
107	O2 Tubing	5	Case	\$13.50	\$67.50	\$11.50	\$57.50	\$13.50	\$67.50	\$10.55	\$52.75	\$15.00	\$75.00	\$11.19	\$55.95
108	OB Kit	40	Each	\$6.05	\$242.00	\$7.83	\$313.20	\$5.68	\$227.20	\$4.73	\$189.20	\$5.50	\$220.00	\$4.19	\$167.60
109	OPA	18	Box	\$15.17	\$273.06	\$16.00	\$288.00	\$13.50	\$243.00	\$13.87	\$249.66	\$15.00	\$270.00	\$18.49	\$332.82
110	Glucose Control Solution	5	Each	\$6.82	\$34.10	\$9.37	\$46.85		\$0.00		\$0.00	\$13.00	\$65.00	\$0.00	\$0.00
111	Glucose Test Strips	800	Box	\$18.49	\$14,792.00	\$22.00	\$17,600.00		\$0.00		\$0.00	\$80.00	\$64,000.00	\$0.00	\$0.00
112	Glucometer	100	Each	\$0.01	\$1.00	\$0.00	\$0.00		\$0.00		\$0.00	\$18.00	\$1,800.00	\$0.00	\$0.00
113	IV Catheter	40	Case	\$312.72	\$12,508.80	\$346.00	\$13,840.00	\$280.00	\$11,200.00	\$297.76	\$11,910.40	\$336.00	\$13,440.00	\$282.00	\$11,280.00
114	Reeves Sleeve	20	Each	\$716.10	\$14,322.00	\$589.75	\$11,795.00	\$558.82	\$11,176.40		\$0.00	\$798.00	\$15,960.00	\$969.00	\$19,380.00
115	Reeves Stretcher	20	Each	\$258.50	\$5,170.00	\$273.62	\$5,472.40	\$347.06	\$6,941.20		\$0.00	\$295.00	\$5,900.00	\$869.00	\$17,380.00
116	ET Tubes	75	Box	\$24.80	\$1,860.00	\$17.70	\$1,327.50	\$17.00	\$1,275.00	\$16.98	\$1,273.50	\$18.00	\$1,350.00	\$16.50	\$1,237.50
117	Nitrile Gloves	705	Case	\$67.10	\$47,305.50	\$76.50	\$53,932.50	\$87.10	\$61,405.50	\$78.00	\$54,990.00	\$110.00	\$77,550.00	\$102.19	\$72,043.95
118	SAM Splint, 36"	10	Each	\$6.33	\$63.30	\$7.20	\$72.00	\$6.53	\$65.30	\$8.05	\$80.50	\$7.18	\$71.80	\$2.79	\$27.90
119	SAM Splint, 18"	10	Each	\$5.68	\$56.80	\$7.69	\$76.90	\$6.08	\$60.80		\$0.00	\$7.90	\$79.00	\$1.89	\$18.90
120	SAM Splint, 8"	10	Each	\$2.61	\$26.10	\$2.79	\$27.90	\$2.69	\$26.90		\$0.00	\$3.90	\$39.00	\$1.29	\$12.90
121	Sharps Container, Large	13	Case	\$73.20	\$951.60	\$65.51	\$851.63	\$76.56	\$995.28	\$65.59	\$852.67	\$72.00	\$936.00	\$94.39	\$1,227.07

122	Sharps Container, Small	22	Case	\$154.68	\$3,402.96	\$60.96	\$1,341.12		\$0.00		\$0.00	\$160.00	\$3,520.00	\$124.19	\$2,732.18
123	Sharps Shuttle	20	Each	\$1.49	\$29.80	\$1.49	\$29.80	\$1.48	\$29.60	\$1.38	\$27.60	\$1.72	\$34.40	\$1.39	\$27.80
124	Stethoscope	25	Each	\$20.72	\$518.00	\$3.89	\$97.25	\$7.39	\$184.75	\$4.44	\$111.00	\$6.00	\$150.00	\$3.87	\$96.75
125	Stylette, Adult	30	Box	\$45.20	\$1,356.00	\$38.40	\$1,152.00	\$36.40	\$1,092.00	\$36.30	\$1,089.00	\$78.00	\$2,340.00	\$45.29	\$1,358.70
126	Stylette, Pedi	10	Box	\$70.40	\$704.00		\$0.00	\$52.20	\$522.00	\$26.66	\$266.60	\$72.00	\$720.00	\$45.29	\$452.90
127	Suction Cannister	10	Case	\$120.00	\$1,200.00	\$133.92	\$1,339.20	\$147.36	\$1,473.60	\$168.83	\$1,688.30	\$139.00	\$1,390.00	\$136.80	\$1,368.00
128	Suction Catheter	500	Each	\$0.21	\$105.00	\$0.12	\$60.00	\$0.19	\$95.00	\$0.17	\$85.00	\$0.18	\$90.00	\$0.12	\$59.50
129	Suction Tubing	13	Case	\$37.00	\$481.00	\$49.50	\$643.50	\$31.82	\$413.66	\$21.67	\$281.71	\$23.00	\$299.00	\$31.39	\$408.07
130	Syringes, 12cc	40	Box		\$0.00	\$8.80	\$352.00		\$0.00	\$21.94	\$877.60	\$24.00	\$960.00	\$0.00	\$0.00
131	Syringes, 1cc	15	Box	\$20.92	\$313.80	\$24.72	\$370.80	\$22.27	\$334.05	\$12.03	\$180.45	\$24.50	\$367.50	\$19.95	\$299.25
132	Syringes, 20cc	5	Box	\$15.90	\$79.50	\$27.90	\$139.50	\$11.00	\$55.00	\$8.00	\$40.00	\$14.50	\$72.50	\$22.89	\$114.45
133	Syringes, 35cc	10	Box	\$12.01	\$120.10	\$18.92	\$189.20	\$18.03	\$180.30	\$18.16	\$181.60	\$18.00	\$180.00	\$0.00	\$0.00
134	Syringes, 3cc	35	Box	\$10.19	\$356.65	\$14.51	\$507.85	\$14.43	\$505.05	\$13.24	\$463.40	\$15.90	\$556.50	\$12.49	\$437.15
135	Syringes, 60cc	15	Box		\$0.00	\$10.20	\$153.00	\$19.07	\$286.05	\$19.10	\$286.50	\$16.00	\$240.00	\$15.99	\$239.85
136	Syringes, 6cc	25	Box	\$12.13	\$303.25	\$16.68	\$417.00		\$0.00	\$15.32	\$383.00	\$23.50	\$587.50	\$0.00	\$0.00
137	Tourniquet	75	Box	\$5.81	\$435.75	\$8.00	\$600.00	\$8.50	\$637.50	\$16.50	\$1,237.50	\$9.50	\$712.50	\$7.49	\$561.75
138	Traction Splint	10	Each	\$312.40	\$3,124.00	\$335.33	\$3,353.30	\$139.77	\$1,397.70	\$138.00	\$1,380.00	\$115.00	\$1,150.00	\$129.00	\$1,290.00
139	Trauma Dressing	5	Case	\$59.00	\$295.00	\$530.50	\$2,652.50	\$28.25	\$141.25	\$14.44	\$72.20	\$33.00	\$165.00	\$15.90	\$79.50
140	Trauma Shears	100	Each	\$0.86	\$86.00	\$0.75	\$75.00	\$0.97	\$97.00	\$0.67	\$67.00	\$1.00	\$100.00	\$0.59	\$59.00
141	Triangle Bandages	10	Case	\$43.20	\$432.00	\$57.60	\$576.00	\$74.40	\$744.00	\$58.66	\$586.60	\$87.00	\$870.00	\$54.48	\$544.80
142	Triple Antibiotic	20	Box	\$4.59	\$91.80	\$7.00	\$140.00	\$10.63	\$212.60	\$10.26	\$205.20	\$9.90	\$198.00	\$10.99	\$219.80
143	Urinal	150	Each	\$0.48	\$72.00	\$0.56	\$84.00	\$0.50	\$75.00	\$0.35	\$52.50	\$0.60	\$90.00	\$0.69	\$103.50
144	Vaseline Gauze	10	Box	\$30.50	\$305.00	\$34.50	\$345.00	\$23.50	\$235.00	\$31.32	\$313.20	\$25.00	\$250.00	\$20.19	\$201.90
145	Venigard	25	Case	\$181.50	\$4,537.50	\$188.45	\$4,711.25	\$187.50	\$4,687.50	\$164.83	\$4,120.75	\$225.00	\$5,625.00	\$169.00	\$4,225.00
146	Vionex Wipes	75	Case	\$84.80	\$6,360.00	\$105.40	\$7,905.00	\$88.40	\$6,630.00	\$87.07	\$6,530.25	\$86.00	\$6,450.00	\$81.00	\$6,075.00
147	V-Vac Replacement Cartridge	50	Each	\$19.80	\$990.00	\$21.92	\$1,096.00	\$20.45	\$1,022.50	\$20.80	\$1,040.00	\$2.18	\$109.00	\$20.89	\$1,044.50
148	V-Vac Starter Kit	10	Each	\$81.66	\$816.60	\$89.27	\$892.70	\$84.36	\$843.60	\$85.78	\$857.80	\$93.00	\$930.00	\$119.00	\$1,190.00
149	Yankauer Suction Catheter	12	Case	\$24.00	\$288.00	\$23.00	\$276.00	\$17.50	\$210.00	\$17.22	\$206.64	\$18.00	\$216.00	\$16.79	\$201.48
150	Disposable Soft Limb Restraint	12	Case	\$48.98	\$587.76	\$159.84	\$1,918.08	\$160.80	\$1,929.60	\$151.68	\$1,820.16	\$172.00	\$2,064.00	\$153.12	\$1,837.44

Richland County Council Request for Action

Subject:

Sheriff's Purchase of Mobile Data Terminals (MDTs) and In-Car Cameras

Notes:

October 23, 2018 – The committee recommended Council approve the allocation and expenditure of the assigned funds for the purchase of mobile data terminals (MDTs) and in-car cameras for the Sheriff's Department vehicles.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Sheriff's Purchase of Mobile Data Terminals (MDTs) and In-Car Cameras

Background

During its October 2, 2018 meeting, Council approved the assignment of funds for specific purposes. One of those purposes was to purchase mobile data transfer (MDTs) stations and in-car cameras for the Sheriff's Department vehicles.

This request is for Council to allocate and allow the expenditures of the assigned funds for the purchase of mobile data terminals (MDTs) and in-car cameras for the Sheriff's Department vehicles pursuant to the attached supporting documentation. The in-car camera purchase is for year 2 of the "Axon Unlimited Plan", contract. Also, the vendor for the MDTs, Howard Technology Solutions, is on state contract.

Issues

None.

Fiscal Impact

The total cost for the purchases is \$608,991. The funding is available in the County's current fiscal year budget via the assigned funds for this purpose.

Item	Amount
In-car Camera (300 units)	\$384,912
MDTs (68 units)	\$224,079
Total	\$608,991

Past Legislative Actions

October 2, 2018 – Council approved assigning funds for the purchase of MDTs and in-car cameras.

Alternatives

1. Consider the request and approve the allocation and expenditure of the assigned funds for the purchase of mobile data terminals (MDTs) and in-car cameras for the Sheriff's Department vehicles.
2. Consider the request and do not approve the allocation and expenditure of the assigned funds for the purchase of mobile data terminals (MDTs) and in-car cameras for the Sheriff's Department vehicles.

Staff Recommendation

Staff recommendation is for Council to approve the allocation and expenditure of the assigned funds for the purchase of mobile data terminals (MDTs) and in-car cameras for the Sheriff's Department vehicles.

In-car cameras

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791



Chris Cowan
(803) 576-3036
ccowan@rcsd.net

Quotation

Quote: Q-116315-9

Date: 12/18/2017 4:25 PM

Quote Expiration: 9/29/2017

Contract Start Date*: 11/15/2017

Contract Term: 5 years

AX Account Number:

112771

Bill To:
Richland County Sheriff's Office - SC
5623 TWO NOTCH ROAD
Columbia, SC 29223
US

Ship To:
Chris Cowan
Richland County Sheriff's Office - SC
5623 TWO NOTCH ROAD
Columbia, SC 29223
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andy Wrenn		andy@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet Pre-Order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
600	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 239,400.00	USD 239,400.00	USD 0.00
600	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	USD 1,188.00	USD 356,400.00	USD 36,000.00	USD 320,400.00
300	11605	CRADLEPOINT ROUTER - IBR900LP6	USD 660.00	USD 198,000.00	USD 178,200.00	USD 19,800.00
300	11511	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Bol	USD 220.00	USD 66,000.00	USD 59,400.00	USD 6,600.00

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	11521	Cradlepoint - Enterprise Cloud Manager Prime + CradleCare, 5	USD 350.00	USD 105,000.00	USD 94,500.00	USD 10,500.00
1	80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	USD 2,500.00	USD 2,500.00	USD 2,500.00	USD 0.00
300	74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	USD 19.00	USD 5,700.00	USD 5,700.00	USD 0.00
Year 1 Tax Amount:						USD 28,584.00
Year 1 Discount:						USD 615,700.00
Year 1 Estimated Shipping & Handling Cost:						USD 316.80
Year 1 Net Amount Due Including Taxes:						USD 386,200.80

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
Year 2 Tax Amount:						USD 28,512.00
Year 2 Net Amount Due Including Taxes:						USD 384,912.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
Year 3 Tax Amount:						USD 28,512.00
Year 3 Net Amount Due Including Taxes:						USD 384,912.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
Year 4 Tax Amount:						USD 28,512.00
Year 4 Net Amount Due Including Taxes:						USD 384,912.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
Year 5 Tax Amount:						USD 28,512.00
Year 5 Net Amount Due Including Taxes:						USD 384,912.00

Subtotal	USD 1,782,900.00
Estimated Shipping & Handling Cost	USD 316.80
Estimated Tax	USD 142,632.00
Grand Total	USD 1,925,848.80

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-116315-9

Please sign and email to Andy Wrenn at andy@axon.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	EW 882289.00	Quote Date:	September 05, 2018
Customer Name:	Chris Cowan	Phone Number:	8035761430
Company Name:	Richland County Sheriff's Department	Fax Number:	8037547302
Quote Name:	Richland County Panasonic Updated		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type: Accessories				
1:	Panasonic Toughbook CF-54 Public Sector Specific - Elite FP, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 14.0" FHD, Gloved Multi Touch, 256GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, 4G LTE-Advanced Multi Carrier (EM7455), Dual Pass (Ch1:dGPS/Ch2:WWAN), dGPS, Fingerprint, Emissive Backlit Keyboard, No DVD Drive, Webcam, Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 &3), CF-SVC256SSD3Y - 256GB SSD - Toughbook No return of defective drive (Years 1,2 & 3) MPN: CF-54J2-07VM	68	\$2,418.18	\$164,436.24
2:	Havis CF-H-PAN-421-2-P - Docking station - VGA - 10Mb LAN - for Toughbook 54, 54 Gloved Multi Touch, 54 Lite, 54 Performance, 54 Prime MPN: CF-H-PAN-421-2-P	68	\$525.00	\$35,700.00
3:	LIND PA1580-1642 - Car power adapter - 120 Watt - for Toughbook 19, 31, F9 MPN: CF-LNDDC120	68	\$108.00	\$7,344.00

Sub-Total:	\$207,480.24
Parts & Accessories Shipping:	Included
Taxes:	\$16,598.42
Total for Item 1:	\$224,078.66

This quote will expire October 05, 2018.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$207,480.24
Parts & Accessories Shipping:	Included
Taxes:	\$16,598.42
Total:	\$224,078.66

Notes:

Special pricing good until Oct. 31, 2018

Pricing and availability subject to change without notice.
Packaging, Shipping, and Handling fees are not included unless specifically stated.
Prices and lease payments do not include applicable taxes.
Ship dates are approximations and are not guarantees.
Quick ship items not available in Alaska, Hawaii, or outside the United States.
Specific state laws may affect shipment of products.
If Purchaser fails to pay any invoice in full within the time quoted herein,
Seller may, without notice, accelerate the due date of all outstanding invoices
and require that all outstanding invoices, including any interest thereon, be
immediately due and payable in full.
For product return policies and information please visit:
http://www.howardcomputers.com/pdf/warranties/HTS_ReturnPolicy.pdf

PLANS	BASIC	PRO	UNLIMITED	OFFICER SAFETY PLAN
INCLUDED STORAGE	10GB	30GB	Unlimited Storage*	Unlimited Storage*
Evidence Sync	✓	✓	✓	✓
Dock-Automated Video Upload	✓	✓	✓	✓
Secure File Storage	✓	✓	✓	✓
Axon Capture App & Axon View Apps	✓	✓	✓	✓
GPS Mapping of Captured Media	✓	✓	✓	✓
File & Case Sharing	✓	✓	✓	✓
Video Clips & Markers	✓	✓	✓	✓
Custom User Roles & Categories	✓	✓	✓	✓
Automatic File Deletion Schedules	✓	✓	✓	✓
Bulk Reassign, Share, Edit	✓	✓	✓	✓
Single Sign-On (SSO)	✓	✓	✓	✓
Video Redaction		✓	✓	✓
Group Monitoring		✓	✓	✓
Agency Usage Reports		✓	✓	✓
Advanced Device Analytics		✓	✓	✓
Axon Device Manager		✓	✓	✓
Human Paid Transcription		✓	✓	✓
Multicam Playback		✓	✓	✓
Restricted Evidence		✓	✓	✓
Axon Citizen 1:1		✓	✓	✓
Standard Redaction Studio		✓	✓	✓
Two Axon Camera Upgrades†			✓	✓
Full Axon Camera Warranty			✓	✓
Unlimited HD Storage*			✓	✓
One Smart Weapon†				✓
Full Smart Weapon Warranty				✓
Axon Signal Sidearm				✓

ENTERPRISE ADD-ONS

Advanced User Management [+ \$10/user/month]

Bulk user account creation and management via API
Automated user account creation and management from Active Directory (SCIM)

CAD/RMS Integration [+ \$15/user/month]

API and Development Support for 3rd Party Systems [+ \$10/user/month]

*Applies to 5-year contracts only.

*Unlimited data for Axon camera and Axon Capture uploads; 40GB per user of non-Axon device storage; additional storage is only 6.25¢ per GB per month.

Other terms and conditions may apply and Axon reserves the right to change or end these offers at any time.



PROCUREMENT SERVICES

Contract 4400012210

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Validity Start 01/07/2016

Validity End 03/31/2020

Target Value \$ 20,000,000.00

FEIN 64-0466143

Bid Invitation

Contract Notes

Vendor 7000034207

Vendor Address HOWARD TECHNOLOGY SOLUTIONS
P.O. Box 1590
LAUREL MS 39441

District

E-mail bids@howardcomputers.com

Telephone (601) 425-3181

Fax Number (601) 399-5077

Minority Status Not Applicable

Home Page <http://www.howardcomputers.com>

Other URL

Vendor Contacts

One Contact found.

Contact Name	Function	Phone	E-mail
ELLIS, YAREASIA	Primary Contact	(601) 425-3181	bids@howardcomputers.com

Contract Items

6 Items found, displaying all Items.

Item Pricing	
00008	Howard Desktops Material Group: 20453 - microcomputers, desktop or towerbased Agency: Statewide
00009	Howard Laptops Material Group: 20454 - microcomputers, handheld, laptop, and notebook Agency: Statewide
00010	Howard Servers Material Group: 20687 - servers, mini/mainframe computer (application, database, file, mail, network, web, etc.) Agency: Statewide
00011	Howard Storage Material Group: 20689 - storage devices, electronic (disk drive compatible) Agency: Statewide
00012	Howard Peripherals Material Group: 20468 - peripherals, miscellaneous: joy sticks, graphic digitizers, light pens, mice, pen pads, trackballs, secure i.d. access cards, etc. Agency: Statewide
00013	Howard Services Material Group: 91828 - computer hardware consulting Agency: Statewide

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Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584,725

Notes:

First Reading: October 16, 2018
Second Reading: November 13, 2018 {Tentative}
Third Reading: December 4, 2018 {Tentative}
Public Hearing: December 4, 2018 {Tentative}



STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO

AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 School District #1
of Richland County ANNUAL BUDGET TO INCREASE IT BY \$3,584,725

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

SECTION I. That the amount of Three Million Five Hundred Eighty Four Thousand Seven Hundred Twenty Five Dollars (\$3,584,725) be appropriated to cover cost of additional District Expenditures for the fiscal year. Therefore, the Fiscal Year 2018-2019 Richland County School District One Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2018 as approved:	\$ 224,497,097
Increase in Revenue as Provided by the County Auditor	
\$ <u>3,584,725</u>	
Total Richland One Revenue as Amended:	\$ 228,081,822

EXPENDITURES

Expenditures appropriated July 1, 2018 as approved:	
\$ 224,497,097	
Increase in Budgeted Expenditures	
	\$ <u>3,584,725</u>
Total Richland One Expenditures as Amended:	\$ 228,081,822

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Council Chair

ATTEST THIS THE ____ DAY

OF _____, 2018

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: October 16, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SPIRAX SARCO, INC. TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Spirax Sarco, Inc., (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$6,500,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor and , the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The Project’s location in the Park is ratified and confirmed.

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

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading: November 13, 2018
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

SPIRAX SARCO, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

DATED AS OF DECEMBER 1, 2018

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Spirax Sarco, Inc.	
Project Location	1150 Northpoint Blvd. Blythewood, SC 29016	
Tax Map No.	17600-01-25	
FILOT		
• Phase Exemption Period	30 Years	
• Contract Minimum Investment Requirement	\$6,500,000	
•		
• Investment Period	5 Year	
• Assessment Ratio	6%	
• Millage Rate	574.6	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
Multicounty Park	I-77 Corridor Regional Industrial Park	
[Infrastructure Credit]	N/A	
• [Brief Description]		
• [Credit Term]		
• [Claw Back Information]		
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December 1, 2018, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Spirax Sarco, Inc, a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$6,500,000;

(c) By an ordinance enacted on [December 4, 2018], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into

this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2018.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$6,500,000.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement.

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

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

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2042, the Final Termination Date is expected to be January 15, 2044, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2023.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield, South Carolina.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Spirax Sarco, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee

Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*State*” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on October 16, 2018 by adopting an Inducement Resolution, as defined in the Act on October 16, 2018.

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

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility for production of steam generation equipment and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2018. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 1, 2018, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the

County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of Six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement

Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent

permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. *Remedies on Default.*

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. *Remedies Not Exclusive.* No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“***Confidential Information***”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “***Confidential Information.***” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

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

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

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

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Spirax Sarco, Inc.
1150 North Pointe Blvd
Blythewood, South Carolina 29016
Attention: President

WITH A COPY TO (does not constitute notice):

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and

reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

SPIRAX SARCO, INC.

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, containing 8.27 acres, being shown and delineated on a plat prepared for Spirax Sarco, Inc. by Inman Land Surveying Company, Inc. dated September 21, 2011, and recorded in Record Book 1717, page 2696. Reference being craved to said plat for specific metes, bounds and distances. All measurements being a little more or less.

Tax Map No.: 17600-01-25

All those certain pieces, parcels or tracts of land, together with improvements thereon, situate, lying and being on the western side of Northpoint Boulevard, in the County of Richland, State of South Carolina, consisting of approximately 27.209 acres, being shown and designated as Parcels "A", "B", "C" and "D" on plat entitled "As Built Survey- M.B. Kahn Construction Co., Inc." by B.P. Barber & Associates, Inc. dated January 23, 1998, revised October 12, 1998, recorded in the Office of the RMC for Richland County, South Carolina in Plat Book 206 at page 241.

All that piece, parcel or tract of land, containing 32.48 acres, more or less, situate, lying and being on the western side of Northpoint Boulevard, in the County of Richland, State of South Carolina, being shown and designated as Lot 15, on a plat of survey entitles "Plat Prepared for Northpoint Business Park", prepared by Hussey, Gay, Bell & DeYoung, Inc. dated March 12, 1999, last revised May 7, 2001, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Plat Book 520 at page 1943.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project K3 to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: October 16, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT K3 TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, PROJECT K3, (“Sponsor”), desires to expand its manufacturing operations in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$50,000,000.00; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Incentives; Authorization to Execute and Deliver Fee Agreement. The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the Interim County

Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the Interim County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the Interim County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading: November 13, 2018
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT K3

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY 1, 2019

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Section 10.10 Termination; Termination by Sponsor []
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Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement’s Construction []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project K3	
Project Location	_____	
Tax Map No.	_____	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$50 million	
•		
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	[]	
• Fixed or Five-Year Adjustable Millage	Fixed	
•		
Multicounty Park	I-77 Corridor Regional Industrial Park	
•		
•		
•		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of January 1, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT K3, a limited liability company organized and existing under the laws of the State of _____ (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$50,000,000.00;

(d) By an ordinance enacted on _____, 2018, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into

this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be March 31, 2019.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$50,000,000.00.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes [and Incentive] Agreement.

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

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

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is March 31, 2049 the Final Termination Date is expected to be January 15, 2050, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation

of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on March 31, 2024.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the I-77 Corridor Regional Industrial Park established by the County and Fairfield County, South Carolina..

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means PROJECT K3 and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on October 16, 2018 by adopting an Inducement Resolution, as defined in the Act on October 16, 2018.

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

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the property tax year ending March 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to [], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed

from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular

property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and

from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

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

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

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within

60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

McNair Law Firm, P.A.
Attn: Erik P. Doerring
1221 Main Street, 18th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

PROJECTK3

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE ADDED]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the third amendment of that certain fee agreement by and between Richland County, South Carolina and Project K3, relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto

Notes:

First Reading: October 16, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT K3, RELATING TO, WITHOUT LIMITATION, THE PAYMENT TO RICHLAND COUNTY OF A FEE IN LIEU OF TAXES, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act) and to accept any grants for such projects; and

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the "State") and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act); and

WHEREAS, Project K3 (the "Company") owns and operates a manufacturing facility (the "Facility") located in the County; and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated, December 13, 2011, and that Second Amendment to Fee Agreement, dated December 5, 2012, collectively, the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement, and providing other incentives to the Company, with respect to certain property invested and owned by the Company and located at the Facility, and certain full-time jobs created by the Company at the Facility (the "Project"); and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$180,000,000 (the "Minimum Investment Threshold") and create at least 175 full-time jobs, plus benefits ("New Jobs"), at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has invested at least \$160,000,000 million in the Project, and expects to invest a total of at least \$165 million at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has created more than 175 full-time jobs, plus benefits, at the Project; and

WHEREAS, the County and the Company now desire to further amend the Fee Agreement to provide that the Minimum Investment Threshold for the Project shall be \$165,000,000; and

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County has determined that the further amendment of the Fee Agreement would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to make and maintain investment and jobs in the County, the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; and that the further amendment of the Fee Agreement would give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and

WHEREAS, the purposes to be accomplished by a further amendment of the Fee Agreement, i.e., economic development, inducement of additional investment and creation of jobs, and the maintenance of investment and jobs, are proper governmental and public purposes and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Project will be greater than the costs; and

WHEREAS, a form of Third Amendment of Fee Agreement (the “Third Amendment”) by and between the County and the Company has been prepared and presented to this meeting of County Council and is attached hereto as Exhibit A; and

WHEREAS, the County desires to authorize the Third Amendment, and it appears that the form of Third Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Approval of Third Amendment. The Third Amendment is approved as follows:

(a) The form, terms, and provisions of the Third Amendment presented to this meeting and filed with the Clerk to County Council (the “Clerk”) are approved and all of the terms, provisions, and conditions of the Third Amendment are incorporated by reference. The Chairman of the County Council (the “Chairman”) and the Clerk are authorized, empowered,

and directed to execute, acknowledge, and deliver the Third Amendment in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Third Amendment to be delivered to the Company.

(b) The Third Amendment to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Third Amendment. The County officials shall consult the attorney for the County (the “County Attorney”) with respect to any changes to the Third Amendment. The execution of the Third Amendment by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Third Amendment now before this meeting.

© If under the Third Amendment or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (the “County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 2. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Third Amendment and the County’s performance of its obligations under the Third Amendment.

Section 3. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 4. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading: November 13, 2018
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF THIRD AMENDMENT

THIRD AMENDMENT OF FEE AGREEMENT

This Third Amendment of Fee Agreement (the “Third Amendment”) is made and entered into as of _____, 2018, by and between Richland County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and PROJECT K3, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, Project K3 (the “Company”) owns and operates a manufacturing facility (the “Facility”) located in the County; and WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated, December 13, 2011, and that Second Amendment to Fee Agreement, dated December 5, 2012, collectively, the “Fee Agreement”) by which there was created a fee-in-lieu-of-tax arrangement, and providing other incentives to the Company, with respect to certain property invested and owned by the Company and located at the Facility, and certain full-time jobs created by the Company at the Facility (the “Project”); and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$180,000,000 (the “Minimum Investment Threshold”) and create at least 175 full-time jobs, plus benefits, at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has invested at least \$160,000,000 million in the Project, and expects to invest a total of at least \$165 million at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has created more than 175 full-time jobs, plus benefits, at the Project; and

WHEREAS, the County and the Company now desire to further amend the Fee Agreement to provide that the Minimum Investment Threshold for the Project shall be \$165,000,000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. The Minimum Investment Threshold in the Fee Agreement shall be amended from \$180 million to \$165 million.

2. All other terms and provisions of the Fee Agreement shall not be amended and shall otherwise remain in full force and effect.

3. If any term, provision, or any portion of this Third Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Third Amendment shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Third Amendment of Fee Agreement by causing its name to be hereunto subscribed by the Chair of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Third Amendment of Fee Agreement by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

PROJECT K3

By: _____
Its: _____

Richland County Council Request for Action

Subject:

PDT's Wage Increase Request

Notes:

October 23, 2018 – The committee recommended Council to approve the salary increases, consistent with the contract and the County's raises for FY 17 -18.

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



**Administration & Finance Committee Meeting
Companion Document**

During its July 24, 2018 meeting, the D&S Committee considered the Richland Program Development Team (PDT) request for a wage rate increase for Calendar Year (CY) 2018 and retroactive payment for wage rate increases for CYs 2016 and 2017.

Pursuant to its deliberations on this request, the Committee deferred this item. Also, the Committee requested verification that staff did not get an increase during any of the years PDT is requesting an increase.

Staff's review revealed that a countywide cost of living adjustment was provided in FY17 (4%) and FY18 (3%).



**Administration and Finance Committee Meeting
Briefing Document**

Agenda Item

The Richland Program Development Team (PDT) requests a wage rate increase for Calendar Year (CY) 2018 and retroactive payment for wage rate increases for CYs 2016 and 2017.

Background

Section VIII.A.4 (Compensation) of the Program Management Agreement (“Agreement”) between Richland County and the Program Development Team dated November 3, 2014, states:

Compensation for Task I was based on 2014 wage rates. The Contractor shall be eligible on the following dates for cost of wage increases to be added to the compensation from the base rate established at the date of this Agreement. (The base rate is the salary of the respective position as of the date of this Agreement.) The dates on which the Contractor shall be eligible for the increase are January 1, 2016 and January 1 of each subsequent year of this Agreement. Wage rate increases shall be calculated for each position based on the US Bureau of Labor Statistics, NAICS as most applicable to each position, plus two (2%) of the base salary for each such position. Wage rate increases shall be limited to those PDT positions assigned full-time to the Program (as mutually agreed to between the County and the Contractor) and physically located in the PDT office.

On December 29, 2016, the PDT requested a wage rate increase as stated in the Agreement for 2016 and 2017. The total increase for the two years was \$128,423.32. On January 31, 2017, former County Administrator Gerald Seals advised the PDT that he could not recommend wage rate increases for either year because the County did not grant cost of living increases to County personnel for 2016 and had not considered pay increases for County personnel for 2017.

On May 4, 2018, the PDT requested a wage rate increase for 2018, which totals \$100,716.22 in addition to requesting retroactive wage rate increases for the previous two years. The total for the increases for all three years is \$229,139.53.¹

Issues

The issue is whether County Council will grant the PDT’s request for retroactive wage rate increases for 2016-2018.

Fiscal Impact

The fiscal impact can range from none (if Council decides to not grant the wage rate increases) to spending the 3% administrative budget for the Penny Program at a faster rate. For example, should the County Council decide to grant the wage rate increases retroactive for all three years, then, the County would immediately pay the PDT an additional \$229,139.53 in administrative costs plus an additional \$100,716.22 per year for subsequent years. Please note that there is a maximum amount of \$32,100,000 to cover both administrative costs (i.e., for the PDT and the County’s Transportation

¹ A review of PDT’s request for wage rate increase calculations revealed that the formula used in PDT’s calculations is inaccurate. Richland County’s figures (see Attachment A) reflect the proper methodology as stated in the Agreement.

Department) and debt service on bonds issued to pay for Penny projects during the lifetime of the program. Should Council wish to consider granting a wage rate increase just for 2017, the fiscal impact would be an additional \$96,863.52 (see Attachment B).

Note that in the nearly five years of the program, Richland County has expended \$15,639,776.75 (\$13,611,856.28 in administrative costs and \$2,027,920.47 in debt service on bonds) or 48.7% of the total budget of \$32,100,000 with \$16,460,223.25 remaining for the life of the program. Moreover, it is anticipated that the County will spend approximately \$3,000,000 in administrative costs and \$3,571,667 in debt service in FY 2019, for an estimated total of \$6,571,667.

Alternatives

1. Provide no salary increase.
2. Provide salary increase request by PDT with correct calculations. Fiscal impact: \$229,139.53.
3. Provide salary increase just for 2017 using the 3.0% change for 2017 per the NAICS plus 2.0% of the base salary of the date of the Program Management Agreement, which is November 3, 2014. Fiscal impact: \$96,863.52.

Staff Recommendation

The intent of staff is to institute County Council's directive. Staff does not have a recommendation regarding this matter.



Position	Base Rate	Current Salary	2% of the Base Rate as of 11/3/2014 (a)	2015			2016			2017			New Annual Salary with Retroactive Increase	Increase from Current Salary
				NAICS Percent Change (b)	Increase: NAICS Percent Change + 2% of Base Rate	New Salary	NAICS Percent Change (c)	Increase: NAICS Percent Change + 2% of Base Rate	New Salary	NAICS Percent Change (d)	Increase: NAICS Percent Change + 2% of Base Rate	New Salary		
Program Manager	\$ 81.18	\$ 168,854.40	\$ 1.62	\$ 1.95	\$ 3.57	\$ 84.75	\$ 1.70	\$ 3.32	\$ 88.07	\$ 2.64	\$ 4.27	\$ 92.34	\$ 192,059.45	\$ 23,205.05
Deputy Program Manager	\$ 76.31	\$ 158,724.80	\$ 1.53	\$ 1.83	\$ 3.36	\$ 79.67	\$ 1.59	\$ 3.12	\$ 81.26	\$ 2.44	\$ 3.96	\$ 85.23	\$ 177,268.05	\$ 18,543.25
Program Administrator	\$ 60.28	\$ 125,382.40	\$ 1.21	\$ 1.45	\$ 2.65	\$ 61.73	\$ 1.23	\$ 2.44	\$ 64.17	\$ 1.93	\$ 3.13	\$ 67.30	\$ 139,978.72	\$ 14,596.32
Assistant Program Director	\$ 62.72	\$ 130,457.60	\$ 1.25	\$ 1.51	\$ 2.76	\$ 64.23	\$ 1.28	\$ 2.54	\$ 66.76	\$ 2.00	\$ 3.26	\$ 70.02	\$ 145,644.74	\$ 15,187.14
Assistant Program Director	\$ 62.72	\$ 130,457.60	\$ 1.25	\$ 1.51	\$ 2.76	\$ 64.23	\$ 1.28	\$ 2.54	\$ 66.76	\$ 2.00	\$ 3.26	\$ 70.02	\$ 145,644.74	\$ 15,187.14
Assistant Program Director	\$ 31.36	\$ 65,228.80	\$ 0.63	\$ 0.75	\$ 1.38	\$ 32.11	\$ 0.64	\$ 1.27	\$ 33.38	\$ 1.00	\$ 1.63	\$ 35.01	\$ 72,822.37	\$ 7,593.57
Assistant Program Director	\$ 31.36	\$ 65,228.80	\$ 0.63	\$ 0.75	\$ 1.38	\$ 32.11	\$ 0.64	\$ 1.27	\$ 33.38	\$ 1.00	\$ 1.63	\$ 35.01	\$ 72,822.37	\$ 7,593.57
Assistant Program Director	\$ 31.36	\$ 65,228.80	\$ 0.63	\$ 0.75	\$ 1.38	\$ 32.11	\$ 0.64	\$ 1.27	\$ 33.38	\$ 1.00	\$ 1.63	\$ 35.01	\$ 72,822.37	\$ 7,593.57
Assistant Program Director	\$ 31.36	\$ 65,228.80	\$ 0.63	\$ 0.75	\$ 1.38	\$ 32.11	\$ 0.64	\$ 1.27	\$ 33.38	\$ 1.00	\$ 1.63	\$ 35.01	\$ 72,822.37	\$ 7,593.57
Ass. Public Information Director	\$ 42.16	\$ 87,692.80	\$ 0.84	\$ 1.01	\$ 1.86	\$ 43.17	\$ 0.86	\$ 1.71	\$ 44.88	\$ 1.35	\$ 2.19	\$ 47.07	\$ 97,901.50	\$ 10,208.70
Construction Manager	\$ 63.07	\$ 131,185.60	\$ 1.26	\$ 1.51	\$ 2.78	\$ 64.58	\$ 1.29	\$ 2.55	\$ 67.14	\$ 2.01	\$ 3.28	\$ 70.41	\$ 146,457.49	\$ 15,271.89
Program Controls	\$ 62.02	\$ 129,001.60	\$ 1.24	\$ 1.49	\$ 2.73	\$ 63.51	\$ 1.27	\$ 2.51	\$ 66.02	\$ 1.98	\$ 3.22	\$ 69.24	\$ 144,019.24	\$ 15,017.64
Scheduler	\$ 35.19	\$ 73,195.20	\$ 0.70	\$ 0.84	\$ 1.55	\$ 36.03	\$ 0.72	\$ 1.42	\$ 37.46	\$ 1.12	\$ 1.83	\$ 39.29	\$ 81,716.18	\$ 8,520.98
Estimator	\$ 46.34	\$ 96,387.20	\$ 0.93	\$ 1.11	\$ 2.04	\$ 47.45	\$ 0.95	\$ 1.88	\$ 49.33	\$ 1.48	\$ 2.41	\$ 51.73	\$ 107,608.06	\$ 11,220.86
Accountant	\$ 32.75	\$ 68,120.00	\$ 0.66	\$ 0.79	\$ 1.44	\$ 33.54	\$ 0.67	\$ 1.33	\$ 34.86	\$ 1.05	\$ 1.70	\$ 36.56	\$ 76,050.15	\$ 7,930.15
Ass. Procurement Manager	\$ 23.35	\$ 48,568.00	\$ 0.47	\$ 0.56	\$ 1.03	\$ 23.91	\$ 0.48	\$ 0.95	\$ 24.86	\$ 0.75	\$ 1.21	\$ 26.07	\$ 54,222.01	\$ 5,654.01
Office Manager	\$ 31.36	\$ 65,228.80	\$ 0.63	\$ 0.75	\$ 1.38	\$ 32.11	\$ 0.64	\$ 1.27	\$ 33.38	\$ 1.00	\$ 1.63	\$ 35.01	\$ 72,822.37	\$ 7,593.57
Secretary	\$ 25.09	\$ 52,187.20	\$ 0.50	\$ 0.60	\$ 1.10	\$ 25.69	\$ 0.51	\$ 1.02	\$ 26.71	\$ 0.80	\$ 1.30	\$ 28.01	\$ 58,262.54	\$ 6,075.34
Project Utility Manager	\$ 45.65	\$ 94,952.00	\$ 0.91	\$ 1.10	\$ 2.01	\$ 46.75	\$ 0.93	\$ 1.85	\$ 48.59	\$ 1.46	\$ 2.37	\$ 50.96	\$ 106,005.78	\$ 11,053.78
ROW Manager	\$ 55.75	\$ 115,960.00	\$ 1.12	\$ 1.34	\$ 2.45	\$ 57.09	\$ 1.14	\$ 2.26	\$ 59.34	\$ 1.78	\$ 2.90	\$ 62.24	\$ 129,459.41	\$ 13,499.41
Totals		\$ 1,937,270.40											\$ 2,166,409.93	\$ 229,139.53
Total Hours/Year	2080												PDT's Total:	\$ 266,550.18
													RC's Correct Figures	\$ 229,139.53
													Difference between PDT's Total and RC's correct figures:	\$ 37,410.65

(a) Wage rate increases shall be calculated for each position based on the US Bureau of Labor Statistics, NAICS as most applicable to each position, plus two (2%) of the base salary for each such position.

The base rate is the salary of the respective position as of the date of the Agreement (November 3, 2014).

(b) NAICS Percent Change for 2015: 2.4%

(c) NAICS Percent Change for 2016: 2.0%

(d) NAICS Percent Change for 2017: 3.0%

	Position	Base Rate	Current Salary	2% of the Base Rate as of 11/3/2014 (a)	2017			New Annual Salary with 2017 Increase Only	Increase from Current Salary
					NAICS Percent Change (b)	Increase: NAICS Percent Change + 2% of Base Rate	New Salary		
	Program Manager	\$81.18	\$168,854.40	\$1.62	\$2.44	\$4.06	\$85.24	\$177,297.12	\$8,442.72
	Deputy Program Manager	\$76.31	\$158,724.80	\$1.53	\$2.29	\$3.82	\$80.13	\$166,661.04	\$7,936.24
	Program Administrator	\$60.28	\$125,382.40	\$1.21	\$1.81	\$3.01	\$63.29	\$131,651.52	\$6,269.12
	Assistant Program Director	\$62.72	\$130,457.60	\$1.25	\$1.88	\$3.14	\$65.86	\$136,980.48	\$6,522.88
		\$62.72	\$130,457.60	\$1.25	\$1.88	\$3.14	\$65.86	\$136,980.48	\$6,522.88
	Assistant Program Director	\$31.36	\$65,228.80	\$0.63	\$0.94	\$1.57	\$32.93	\$68,490.24	\$3,261.44
	Assistant Program Director	\$31.36	\$65,228.80	\$0.63	\$0.94	\$1.57	\$32.93	\$68,490.24	\$3,261.44
	Assistant Program Director	\$31.36	\$65,228.80	\$0.63	\$0.94	\$1.57	\$32.93	\$68,490.24	\$3,261.44
	Assistant Program Director	\$31.36	\$65,228.80	\$0.63	\$0.94	\$1.57	\$32.93	\$68,490.24	\$3,261.44
	Ass. Public Information Director	\$42.16	\$87,692.80	\$0.84	\$1.26	\$2.11	\$44.27	\$92,077.44	\$4,384.64
	Construction Manager	\$63.07	\$131,185.60	\$1.26	\$1.89	\$3.15	\$66.22	\$137,744.88	\$6,559.28
	Program Controls	\$62.02	\$129,001.60	\$1.24	\$1.86	\$3.10	\$65.12	\$135,451.68	\$6,450.08
	Scheduler	\$35.19	\$73,195.20	\$0.70	\$1.06	\$1.76	\$36.95	\$76,854.96	\$3,659.76
	Estimator	\$46.34	\$96,387.20	\$0.93	\$1.39	\$2.32	\$48.66	\$101,206.56	\$4,819.36
	Accountant	\$32.75	\$68,120.00	\$0.66	\$0.98	\$1.64	\$34.39	\$71,526.00	\$3,406.00
	Ass. Procurement Manager	\$23.35	\$48,568.00	\$0.47	\$0.70	\$1.17	\$24.52	\$50,996.40	\$2,428.40
	Office Manager	\$31.36	\$65,228.80	\$0.63	\$0.94	\$1.57	\$32.93	\$68,490.24	\$3,261.44
	Secretary	\$25.09	\$52,187.20	\$0.50	\$0.75	\$1.25	\$26.34	\$54,796.56	\$2,609.36
	Project Utility Manager	\$45.65	\$94,952.00	\$0.91	\$1.37	\$2.28	\$47.93	\$99,699.60	\$4,747.60
	ROW Manager	\$55.75	\$115,960.00	\$1.12	\$1.67	\$2.79	\$58.54	\$121,758.00	\$5,798.00
Totals			\$1,937,270.40					\$2,034,133.92	\$96,863.52
Total Hours/Year	2080							PDT's Total with Retroactive Increases:	\$ 266,550.18
								2017 Wage Rate Increase Only:	\$ 96,863.52
								Difference between PDT's Total and 2017 Wage Rate Increase Only:	\$ 169,686.66
Notes:									
(a) Wage rate increases shall be calculated for each position based on the US Bureau of Labor Statistics, NAICS as most applicable to each position, plus two (2%) of the base salary for each such po The base rate is the salary of the respective position as of the date of the Agreement (November 3, 2014).									
(b) NAICS Percent Change for 2017: 3.0%									

Richland County Council Request for Action

Subject:

Use of existing capital bond proceeds for fund architectural, engineering and design studies and to purchase equipment for the County's GIS (geographic information systems) program

Notes:

October 23, 2018 – The committee recommended Council approve a Resolution authorizing the expenditure of \$1,869,668 of the unspent proceeds remaining from the pursuit of Richland Renaissance for the purchase GIS program servers (\$350,000), the design of the revised Lower Richland Sewer Plan (up to \$750,000), the architectural and engineering evaluation of the County's Columbia Place Mall properties (up to \$400,000) and the body worn cameras (\$369,668).



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Use of existing capital bond proceeds for fund architectural, engineering and design studies and to purchase equipment for the County's GIS (geographic information systems) program.

Background

There are four (4) capital project initiatives that require a financial policy decision of Council to proceed.

Countywide GIS Program Capital Needs

As you may know, many departmental operations rely on the County's GIS infrastructure. Spatial technology is embedded in most thematic government department operations. With that in mind, County staff is working to update its two GIS servers that are now out of maintenance and beyond their operational life. As the servers are now beyond maintenance, any failures of hardware are not recoverable. The data, however, should remain in a stable but static state, although not usable. The failure of the outdated servers will halt County operations that include, but are not limited to:

- Daily GIS updates to the 911 system (the GIS-based 911 system is isolated and safe but would not receive data updates for locations);
- Real property ownership and taxable boundary and acreage recording;
- Land development plan submittal and review;
- Building permit management and inspections;
- Crime mapping;
- Roads inventory and maintenance data systems;
- Property address assignments;
- Utilities spatial data maintenance;

The IT Department, of which GIS is a Division, is engaged in updating its GIS Plan for the County. However, there are number of critical capital purchases needed, inclusive of the two servers at an estimated cost of \$350,000. The remaining needs will be included in the County's Capital Improvement Plan, which is scheduled to be presented to Council during its upcoming budgetary process.

Revised Lower Richland Sewer Plan

During its October 2, 2018 meeting, Council authorized staff to pursue a revised Lower Richland Sewer Plan via a preliminary engineering design of the project. The estimated cost for engineering the design study is up to \$750,000. Council approval of the funding source of this item is needed to proceed.

Architectural and Engineering Evaluation of the County’s Columbia Place Mall Properties Initiative

During its October 16, 2018 meeting, Council authorized staff to procure professional services of an Architectural and Engineering firm to perform an engineering evaluation of the County’s Columbia Place Mall properties to determine up fit costs and appropriateness for (1) Use of the Burlington property for the RCSD 911 Communications Center and Crime Lab (2) Use of the Sears property for the Department of Social Services (DSS) and other entities (3) Use of Dillard’s for County needs. This assessment shall include space use programming and a public transportation suitability evaluation (i.e., COMET Bus Transfer Station). The estimated cost for the architectural and engineering services is up to \$400,000. Council approval of the funding source of this item is needed to proceed.

Capital Purchase for the Sheriff’s Department

As you may recall, Council approved a 5 year contract for the body worn cameras. The County is in year three of the body worn camera contract with an annual payment amount of \$418,668. The County has approximately \$49,000 in grant funding to apply to the body worn camera contract which will leave a balance of \$369,668 for this year’s payment. See attached quote for this purchase.

Given the availability of capital bond proceeds, staff recommends using the capital bond proceeds to cover the cost of this payment.

Issues

Council approval of a funding source for the aforementioned initiatives.

Fiscal Impact

The fiscal impact of these initiatives is \$1,869,668. The recommended funding source is the use of existing capital bond proceeds. During its November 21, 2018 meeting, Council approved the re-direction and expenditure of unspent proceeds via a bond ordinance – see attached ordinance.

Staff recommends Council authorize the use of unspent proceeds for the aforementioned capital project initiatives as there is a provision on page 2 of the attached ordinance, Section 1(c)(ii) that reads, “in the event any Unspent Proceeds remain after completion of the projects identified above, those amounts shall be used for the purchase of vehicles, purchase of equipment, funding capital projects, or such other lawful corporate and public purposes as the Council shall determine.”

The Richland Renaissance Project, which is identified as Project A in the ordinance, has been placed in a status of “deferment”. Given its current status, along with the aforementioned initiative of Council to procure an architectural and engineering evaluation of the County’s Columbia Place Mall properties to determine up fit costs and appropriateness for County offices, further pursuit of Renaissance in its entirety is in effect finished (i.e., completed). The remaining balance of bond proceeds allocated for Renaissance is \$2.2M. Use of a portion of the remaining bond proceeds can be authorized by Council via a Resolution and provides a cost neutral, as the funding source for the aforementioned capital project initiatives. The impact is summarized in the tables below:

Table 1. Capital Bond Proceeds Summary

Item	Amount
Countywide GIS Program Capital Needs	\$350,000
Revised Lower Richland Sewer Plan	\$750,000



Architectural and Engineering Evaluation of the County's Columbia Place Mall Properties Initiative	\$400,000
Sheriff's Body Worn Cameras	\$369,668
Total	\$1,869,668

Table 2. Comparison Summary	Amount
Remaining Richland Renaissance Capital Bond Proceeds	\$2,200,000
Total Use of Bond Proceeds associated with this Request	\$1,869,668
Remaining Balance	\$330,332

Past Legislative Actions

None.

Alternatives

1. Consider the request and proceed accordingly.
2. Consider the motion and do not proceed.

Staff Recommendation

Staff recommendation is for Council to approve a Resolution authorizing the expenditure of \$1,869,668 of the unspent proceeds remaining from the pursuit of Richland Renaissance for the purchase GIS program servers (\$350,000), the design of the revised Lower Richland Sewer Plan (up to \$750,000), the architectural and engineering evaluation of the County's Columbia Place Mall properties (up to \$400,000) and the body worn cameras (\$369,668).



TASER International

Protect Life. Protect Truth.

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 Fax: 480-991-0791

Chris Cowan
 (803) 576-3036
 ccowan@rcsd.net



Quotation

Quote: Q-78449-9
Date: 10/11/2016 6:32 AM
Quote Expiration: 9/30/2016
Contract Start Date*: 11/5/2016
Contract Term: 5 years

AX Account Number:
 112771

Bill To:
 Richland County Sheriff's Office - SC
 5623 TWO NOTCH ROAD
 Columbia, SC 29223
 US

Ship To:
 Chris Cowan
 Richland County Sheriff's Office - SC
 5623 TWO NOTCH ROAD
 Columbia, SC 29223
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andy Wrenn		andy@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 331,800.00	USD 70,000.00	USD 261,800.00
30	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 139,650.00	USD 0.00	USD 139,650.00
350	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	11508	MOLLE MOUNT, DOUBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	11509	CLIP MOUNT, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 86,710.00	USD 0.00	USD 86,710.00
58	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 2,030.00	USD 2,030.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 15,000.00	USD 0.00
350	70112	AXON SIGNAL UNIT	USD 279.00	USD 97,650.00	USD 97,650.00	USD 0.00
Year 1 - Due Net 30 Total Before Discounts:						USD 759,708.00
Year 1 - Due Net 30 Discount:						USD 184,680.00
Year 1 - Due Net 30 Net Amount Due:						USD 575,028.00

Axon Signal PPMs to be delivered in November 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	70116	PPM, SIGNAL	USD 89.99	USD 31,496.50	USD 31,496.50	USD 0.00
Axon Signal PPMs to be delivered in November 2016 Total Before Discounts:						USD 31,496.50
Axon Signal PPMs to be delivered in November 2016 Discount:						USD 31,496.50
Axon Signal PPMs to be delivered in November 2016 Net Amount Due:						USD 0.00

2 for 1 Axon Body 2 + TAP

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 139,650.00	USD 139,650.00	USD 0.00
350	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 0.00	USD 71,400.00
2 for 1 Axon Body 2 + TAP Total Before Discounts:						USD 211,050.00
2 for 1 Axon Body 2 + TAP Discount:						USD 139,650.00
2 for 1 Axon Body 2 + TAP Net Amount Due:						USD 71,400.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
22	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
22	11508	MOLLE MOUNT, DOUBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
22	11509	CLIP MOUNT, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2 - Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 71,400.00	USD 0.00
Year 2 - Due 2017 Total Before Discounts:						USD 490,068.00
Year 2 - Due 2017 Discount:						USD 71,400.00
Year 2 - Due 2017 Net Amount Due:						USD 418,668.00

Year 3 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 71,400.00	USD 0.00
Year 3 - Due 2018 Total Before Discounts:						USD 490,068.00
Year 3 - Due 2018 Discount:						USD 71,400.00
Year 3 - Due 2018 Net Amount Due:						USD 418,668.00

Year 4 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 71,400.00	USD 0.00
Year 4 - Due 2019 Total Before Discounts:						USD 490,068.00
Year 4 - Due 2019 Discount:						USD 71,400.00
Year 4 - Due 2019 Net Amount Due:						USD 418,668.00

Year 5 - Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 71,400.00	USD 0.00
Year 5 - Due 2020 Total Before Discounts:						USD 490,068.00
Year 5 - Due 2020 Discount:						USD 71,400.00
Year 5 - Due 2020 Net Amount Due:						USD 418,668.00
Subtotal						USD 2,321,100.00
Estimated Shipping & Handling Cost						USD 565.90
Estimated Tax						USD 185,688.00
Grand Total						USD 2,507,353.90

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in September 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal PPMs should be delivered in November 2016 when available.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Gerald Seal

Date:

12/15/16

Name (Print):

GERALD SEAL

Title:

COUNTY ADMINISTRATOR

PO# (if needed):

Quote: Q-78449-9

Please sign and email to Andy Wrenn at andy@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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Richland County Attorney's Office

Bryant J. Furr 12/14/16

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

Richland County Council Request for Action

Subject:

Program Development Team Contract

Notes:

The committee recommended Council allow staff to move forward with mediation, as previously agreed and discussed in Executive Session. In addition, the committee recommended Council approve the reduction, within the confines and duration of the current PDT contract, the minority participation percentage from 51% to 39%.

Richland County Council Request for Action

Subject:

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

Notes:

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

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT BLYTHEWOOD] TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, [Project Blythewood], (“Sponsor”), desires to acquire and expand a manufacturing facility in the County (“*Project*”) consisting of an existing building that has a current value of \$5,400,000 and machinery and equipment that has a current value of \$6,900,000 (collectively, the “*Existing Property*”) and a taxable investment of at least \$13,600,000 in real and personal property (collectively, the “*Expansion Property*”) and the retention of at least 29 full-time equivalent jobs and the creation of at least 16 new, full-time equivalent jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created and retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Incentives; Authorization to Execute and Deliver Fee Agreement. The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the Interim County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. Inclusion within the Park. The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the Interim County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and either (i) an approving companion ordinance by the Fairfield County Council or (ii) a notice as required by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended and restated.

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

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 13, 2018
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT BLYTHEWOOD]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	[Project Blythewood]	
Project Location	[To be provided]	
Tax Map No.	[To be provided]	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$13,600,000	
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	16	
<ul style="list-style-type: none"> • Investment Period 	5 years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	.5746	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	40% for Existing Property 25% for Expansion Property	
<ul style="list-style-type: none"> • Credit Term 	30 years for Existing Property 20 years for Expansion Property	
<ul style="list-style-type: none"> • Claw Back Information 	Pro rata claw back	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and [Project Blythewood], a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

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

(c) The Sponsor has committed to acquire and expand a manufacturing facility (“*Facility*”) in the County, consisting of an existing building that has a current value of \$5,400,000 and machinery and equipment that has a current value of \$6,900,000 (collectively, the “*Existing Property*”) and a taxable investment of at least \$13,600,000 in real and personal property (collectively, the “*Expansion Property*”) and the retention of at least 29 full-time equivalent jobs and the creation of at least 16 new, full-time equivalent jobs;

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

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs,

expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Code" means the Code of Laws of South Carolina, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2019.

"Contract Minimum Investment Requirement" means a taxable investment in Expansion Property at the Project of not less than \$13,600,000.

"Contract Minimum Jobs Requirement" means not less than 16 full-time, jobs created by the Sponsor in the County in connection with the Project.

"County" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" means the Richland County Council, the governing body of the County.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 7.1 of this Fee Agreement.

"Existing Property" means the real and personal property located at the Facility as of the date hereof, said property being subject to *ad valorem* property tax rates.

"Existing Property Credit Term" means the years during the Fee Term in which the Existing Property Infrastructure Credit is applicable, as described in Exhibit C.

"Existing Property FILOT Payments" means the amount paid or to be paid in lieu of *ad valorem* property taxes with regard to the Existing Property as provided by the MCIP Act and described in Section 4.1.

“Existing Property Infrastructure Credit” shall mean the Infrastructure Credit applicable to an Existing Property FILOT Payment.

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

“Expansion Property” means the Economic Development Property.

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

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

“Expansion Property Infrastructure Credit” shall mean the Infrastructure Credit applicable to an Expansion Property FILOT Payment.

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

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

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

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

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2053, the Final Termination Date is expected to be January 15, 2054, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

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

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be

extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2023.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended, between the County and Fairfield County, South Carolina.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means [Project Blythewood] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on October 2, 2018 by adopting an Inducement Resolution, as defined in the Act on October 2, 2018.

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

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. FILOT Payments.

(a) The Expansion Property FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5746, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the Expansion Property FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual Expansion Property FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual Expansion Property FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the Expansion Property FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Expansion Property FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the Expansion Property FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

(c) As provided in the MCIP Act, the Existing Property FILOT Payment due with respect to the Existing Property is equal to the amount of *ad valorem* property taxes that would have been due and payable on the Existing Property, including any property tax reductions resulting from exemptions and credits applicable to the Existing Property under State law or County ordinance, but for its location in the Multicounty Park.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Expansion Property Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Expansion Property Infrastructure Credit to reduce certain Expansion Property FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Expansion Property Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Expansion Property Infrastructure Credit claimed pursuant to this Section and the Existing Property Infrastructure Credit claimed pursuant to Section 5.2 below exceed the aggregate expenditures by the Sponsor on Infrastructure.

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

Section 5.2. Existing Property Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is also entitled to claim an Existing Property Infrastructure Credit to reduce certain Existing Property FILOT Payments due and owing from the Sponsor to the County pursuant to the MCIP Act. The term, amount and calculation of the Existing Property Infrastructure Credit is described in Exhibit D.

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

ARTICLE VI CLAW BACK

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

permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. *Remedies on Default.*

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown

on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount not to exceed \$[5,000]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: James K. Price
55 East Camperdown Way, Suite 400 (29601)
Post Office Drawer 10648
Greenville, South Carolina 29603

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and

the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken,

made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT BLYTHEWOOD]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[to be provided]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

EXPANSION PROPERTY INFRASTRUCTURE CREDIT:

The Expansion Property Infrastructure Credit is equal to 25% of the Expansion Property FILOT Payment. The Expansion Property Infrastructure Credit shall be applied against the Expansion Property FILOT Payment commencing with the first Expansion Property FILOT Payment and continuing through and including the twentieth Expansion Property FILOT Payment.

EXISTING PROPERTY INFRASTRUCTURE CREDIT:

The Existing Property Infrastructure Credit is equal to 40% of the Existing Property FILOT Payment. The Existing Property Infrastructure Credit shall be applied against the Existing Property FILOT Payment commencing with the first Existing Property FILOT Payment and continuing through and including the thirtieth Existing Property FILOT Payment.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirements or the Contract Minimum Jobs Requirement within the Investment Period, a pro rata claw back of the Expansion Property Infrastructure Credit shall be due. The amount of the claw back is calculated as follows:

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

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

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

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

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

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

For example, and by way of example only, if the County granted \$[I] in Infrastructure Credits, and \$[D] had been invested at the Project and [A] jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = [A] / [\text{Contract Minimum Jobs Requirement}] = [C]\%$$

$$\text{Investment Achievement Percentage} = \$[D] / \$[\text{Contract Minimum Investment Requirement}] = [F]\%$$

$$\text{Overall Achievement Percentage} = ([C]\% + [F]\%) / 2 = [G]\%$$

$$\text{Claw Back Percentage} = 100\% - G\% = H\%$$

$$\text{Repayment Amount} = \$[I] \times [H]\% = \$[J]$$

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

Richland County Council Request for Action

Subject:

Ordinance consenting to the Inclusion of Property in a Multi-County Industrial/Business Park for Project Zion

Notes:

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



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

Applicant MUST reside in Richland County.

Name: Joshua Douglas Fabel

Home Address: 1208 Hinnants Store Rd Winnsboro, SC 29180

Telephone: (home) 803-7184574 (work) _____

Office Address: 5623 Two Notch Rd Columbia, SC 29223

Email Address: _Jfabel@rcsd.net

Educational Background: High School Diploma

Professional Background: Richland County Deputy Sheriff

Male: Female

Age: 37

Name of Committee in which interested: LRADAC

Reason for interest: To continue to be a part of this great organization and help members of the substance abuse community.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: As a Deputy Sheriff for Richland County I have helped and dealt with many citizens that have struggles with drugs and alcohol.

Presently serve on any County Committee, Board or Commission? LRADAC

Any other information you wish to give? _____

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: 40

CONFLICT OF INTEREST POLICY

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

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

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

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

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

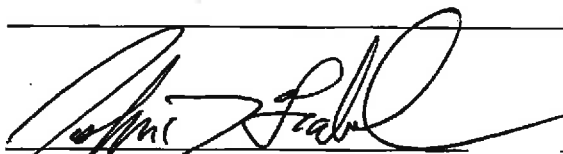
Yes _____ No _____

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 _____

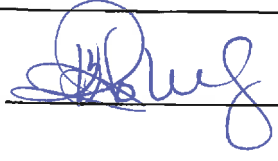
If so, describe: _____


Applicant's Signature _____
Date 10/17/18 _____

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>10-17-18</u>	Received by:	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Marilyn M. Mathews

Home Address: 3703 Maybank St.

Telephone: (home) 803-754-6340 (work) 803-898-7858

Office Address: 1536 Confederate Ave. Columbia, SC 29204

Email Address: marilynmathews.mm@gmail.com

Educational Background: BA - Telecommunications Kent State MA - Counseling South Carolina

Professional Background: Director, Media Relations; Public Info - SCDF

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

Name of Committee in which interested: LRADAC

Reason for interest: Dedicated to help heal individuals and the community.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Years of Service in helping professions

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: 5-20 whatever is required

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

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

10/8/18
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-16-18</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: John Jacob Loveday
Home Address: 3110 Kershaw Street, Columbia, SC 29205
Telephone: (home) 803-507-5024 (work) 803-350-9266
Office Address: 501 Commerce Drive NE, Columbia, SC 29223
Email Address: jjloveday@gmail.com
Educational Background: University of South Carolina: B.A, M.T., M.Ed.
Professional Background: Secondary teacher, principal at SC Whitmore School
Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 [] (current position)
Name of Committee in which interested: LRADAC
Reason for interest: Personal connection to mission, as well as current service to LRADAC board.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Experience working with boards, finance, marketing and compliance.
Presently serve on any County Committee, Board or Commission? LRADAC
Any other information you wish to give?
Recommended by Council Member(s): Greg Pearce, Jim Manning, Seth Rose
Hours willing to commit each month: 8-10 hours

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No 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: _____

John Loneday
Applicant's Signature

10-10-18
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-14-18</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	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Stephen M. Juszkiewicz
Home Address: 3107 Lincoln St. Columbia, SC 29201
Telephone: (home) 803-206-3001 (work) 803-254-4806 ext. 114
Office Address: 1001 Idlewild Blvd Columbia, SC 29201
Email Address: SteveJ8100@yahoo.com
Educational Background: Some College
Professional Background: V.P. of Convenience Stores (Cannon Pharmacy Inc.)
Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]
Name of Committee in which interested: LEADAC
Reason for interest: Help in the community for which I live through my life experiences
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am a recovering alcoholic looking to pass on what was freely given to me in my road to recovery.
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: what is needed I can accommodate while maintaining a full time job.

CONFLICT OF INTEREST POLICY

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

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

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

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

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


Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes ✓ No _____

If so, describe: I Run A Convenience Store Company that is
stopped By LRAAC FOR Federal Sale of Alcohol to
Minors.

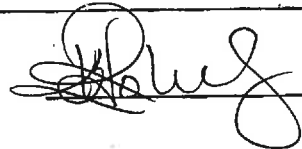

Applicant's Signature

1/16/18
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u> 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	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Theresa Pinckney Chandler
Home Address: 219 Talon way Blythe wood SC 29016
Telephone: (home) _____ (work) 803-378-8552
Office Address: 1301 Taylor St. Columbia 29201
Email Address: theresaChandler219@gmail.com
Educational Background: Masters in Nursing Doctorate of Nursing Practice
Professional Background: Nurse Practitioner

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

Name of Committee in which interested: LRADAC

Reason for interest: Concerned about the level of support for those with substance abuse. Treatment that is needed & necessary

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

In the medical field for over 30 years Nurse Practitioner for the last 15 years. Providing care to patient with pain issues

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

Any other information you wish to give? Served on community boards in the past

Recommended by Council Member(s): _____

Hours willing to commit each month: 4-6 hrs

CONFLICT OF INTEREST POLICY

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

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

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

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

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

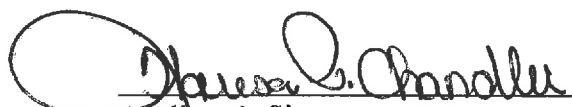
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____


Applicant's Signature

 3-8-18
Date

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

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

Applications are current for one year.

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

2

1.7 Agenda

- a) Compilation-The agenda for regular meeting of Council shall be compiled by the Clerk of Council on the Wednesday proceeding the first and third Tuesday of each month. Back-up documents for the agenda for all items must be received by the Clerk of Council by the close of business on the Thursday preceding the meeting at which the item is to be considered.

- b) Placing on Agenda (Methods) - Items for Council consideration is placed on the agenda by one of five methods:
 - 1) Committee action, or
 - 2) Any item defeated, tabled, or not acted on by committee within 90 days of that item having been placed on the committee's agenda may be placed on the Council agenda when the Clerk's Office has received a written request signed by three members of Council, or
 - 3) Proclamation introduced by one member of Council presented to the Clerk prior to the agenda deadline, or
 - 4) Items authorized by ordinance (e.g. appointment and commissioning of Code Enforcement Officers), or
 - 5) The item consists of a notice given to the governing body concerning the location of a proposed home for 9 or fewer mentally or physically handicapped persons.
 - 6) In the case of a resolution honoring or recognizing a citizen or organization, the same by unanimous consent may be placed on the agenda and voted on during Council's motion period.

- c) Order- the agenda for regular meetings of Council (and those special called meetings that are the result of the rescheduling of a meeting that had been regularly scheduled, as provided for in Rule 1.5b) of these rules) shall consist of the following categories of business, to be taken up by the Chair in the order listed.
 - 1) Invocation.
 - 2) Pledge of Allegiance
 - 3) Approval of minutes of previous meetings: a simple majority vote of Council is required to approve minutes. If there are corrections or amendments to the minutes, they may be approved as corrected or amended. Motions to reconsider, rescind, or expunge from the record any previous action must be made prior to adoption of the relevant minutes and any such motion will be placed on the Agenda's Motion Period for debate. Only when an item is expunged can it be reconsidered during the Motion Period. The adopted minutes shall note the motion to reconsider, rescind, or expunge.
 - 4) Adoption of agenda: a two-thirds majority vote, of those present, is required to adopt the agenda.
 - 5) First County Attorney's Report of Executive Session items: The County Attorney shall report only on those Executive Session items in which the County is represented by outside counsel or in which the County has retained the services of a consultant. Council shall move to take action or to receive as information each item that has been discussed in executive session.
 - 6) Citizen input: (a) Agenda Items--Each citizen who has "signed-up" signed the Agenda Items Input List to speak before Council may do so for up to 2 minutes;

provided, however, the entire Agenda Items citizen input time shall not exceed 30 minutes. The Clerk shall be responsible for keeping the time for each speaker, and the timer shall not be started until after the speaker has stated his or her name and address. ~~Input~~ must pertain to items on the agenda for which no public hearing is required or has been scheduled. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents. The Clerk will have available Council members' contact information as listed on the County's website. The Chair may advise citizens to speak with or contact County staff as may be appropriate to the issue(s) raised by the speaker.

(b)

Non-Agenda Items Input~~Second Citizen Input~~: Any citizen who wishes to introduce an item for consideration not currently under Council's consideration or bring a concern to Council's attention may speak for no more than two minutes; provided, however, the entire Non-Agenda Items ~~second~~-citizen input time shall not last longer than 30 minutes. The Clerk shall be responsible for keeping the time for each speaker, and the timer shall not be started until after the speaker has stated his or her name and address. Items for which a public hearing is required or has been scheduled cannot be addressed at this time. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents. The Clerk will have available Council members' contact information as listed on the County's website. The Chair may advise citizens to speak with or contact County staff as may be appropriate to the issue(s) raised by the speaker.

7) Report of County Administrator: The County Administrator shall make recommendations or announcements concerning county affairs; but no action shall be taken on any item without proper notice, except in case of extreme emergency.

8) Report of Clerk of Council: The Clerk of Council shall make announcements, if any, concerning county affairs.

8.5) Report of the Chair: The Chair of Council shall make announcements if any, concerning county affairs.

9) Presentations: The party requesting to make the presentation shall set forth 1) the name of the person, group, association or entity making the presentation, 2) the

name and contact information for the presenter(s) of spokesperson(s) thereof, and 3) the substance of the presentation. Absent unusual circumstances, the request should be no more than one page in length and should be timely submitted (i.e., in advance of the agenda deadline for the meeting wherein the matter is intended to appear as a presentation “request”) to the Clerk’s Office. Presentations shall be limited to five (5) minutes per presentation, and shall be heard on the third Tuesday of the month. Presentations of time sensitive matters, as determined by the Chair or Vice-Chair in his absence, of Council may be heard at any regular or special called meeting of Council. All presentation, regardless of topic, shall be approved by the Chair before placement on any Council agenda. No presentation shall be heard which is not on the Council agenda prior to the start of the meeting. No more than three presentations will be allowed at each meeting. The purpose of this rule is so that Council may plan its meetings accordingly, given the variety of presentations and lengths thereof, and to assess the merits of a given presentation. Presentations shall not be used to request funding or resources support from the County.

- 10) Public Hearings: Each citizen who has “signed up” may speak to Council concerning an item for which there is a public hearing for up to 2 minutes; provided, however, the entire public hearing time for any one item shall not exceed 30 minutes. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her public hearing input of that fact, and name of identify anyone else for whom the citizen is speaking or represents.
- 11) Consent items: Items shall consist of those matters that do not require further discussion by Council that have been forwarded to Council by the unanimous vote of the Committee; provided, however, that an item forwarded to Council by Committee without recommendation shall not be listed as Consent Agenda item. Any member of Council can remove an item from the Consent Agenda prior to adoption of the agenda. The Chair has the discretion to place items on the Consent Agenda, if in the judgment of the Chair; those items are unlikely to be debated.
- 12) Third reading: final approval of Ordinances.
- 13) Second reading.
- 14) Requests by Council members: items may include those that were defeated (or deferred beyond 90 days) by committee and reintroduced by three Council Members’ signatures.
- 15) ~~Second Citizen Input: Any citizen who wishes to introduce an item for consideration not currently under Council’s consideration or bring a concern to Council’s attention may speak for no more than two minutes; provided, however, the entire second citizen input time shall not last longer than 30 minutes. The Clerk shall be responsible for keeping the time for each speaker, and the timer shall not be started until after the speaker has stated his or her name and address. Items for which a public hearing is required or has been scheduled cannot be addressed at~~

~~this time. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents. The Clerk will have available Council members' contact information as listed on the County's website. The Chair may advise citizens to speak with or contact County staff as may be appropriate to the issue(s) raised by the speaker.~~

~~16)~~ Second County Attorney's Report of Executive Session items: The County Attorney shall report on the remaining Executive Session items. Council shall move to take action or to receive as information each item that has been discussed in executive session.

~~17~~16) Motion period/Announcements: Any Council member may make an announcement or introduce an item (excluding resolutions) for referral to a Committee. However, any Council member wishing to make a motion during the "motion period" must have transmitted a written request to the Clerk's Office by the deadline for posting the agenda of a regularly scheduled meeting of Council in accordance with the South Carolina Freedom of Information Act (i.e., twenty-four hours prior to such meeting) so that the nature of the motion appears on the agenda. Motions for resolutions and ordinances may be referred to a Committee for further deliberation or, by unanimous consent, the resolution shall be deemed adopted or the ordinance may be sent forward for second reading. Further, any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

When referring an item to committee, a Council Member must specify the intent of his or her motion. The Council Member may:

- a) Refer an item to a committee for action.
- b) Refer an item to a committee for discussion.
- c) Refer an item to committee for the purpose of receiving information or an update from staff and/or legal.
- d) Refer an item to committee for a presentation.
- e) Any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

If a Council Member does not specify the intent of his or her motion, the Chair shall ask the maker of the motion for clarification. Immediately following each motion, the Chair shall determine the committee to which the item will be referred, according to the guidelines established in Rule 4.1.

Motions for resolutions and ordinances shall generally be referred to a Committee for further deliberation; however, by unanimous consent of council, a resolution shall be deemed adopted of an ordinance placed on the agenda 24 hours prior to the meeting may be given first reading and sent forward to Council for second reading.

~~1817)~~ Pending Items: Issues that have been raised by a Council member wherein a response is expected from staff shall be listed on the agenda along with a time frame in which a response from staff will be provided. These items shall be for information only and no discussion shall take place relative to matters listed under Pending Items other than for staff to seek guidance on responding to a Council member's stated issue and for setting a reasonable time frame in which to respond.

~~1918)~~ Adjourn.

d) Additions - A request to add items to the agenda requires a two-thirds vote of those Council members present.

~~RULES II: THE CHAIR~~

~~2.1 — Call to Order~~

~~The Chair shall call Council meetings to order at 6:00 p.m. or as soon thereafter as practical on the first and third Tuesday of each month and, if a quorum is present, proceed to the meeting agenda.~~

~~2.2 — Preservation of Order~~

~~The Chair shall preserve order and decorum and, in case of disturbance or disorderly conduct in the Chamber or the lobby, may cause the same to be cleared. The members of Council, and the public who participate in meetings, agree to adhere to the following "Code of Conduct":~~

~~"I pledge that I may disagree, but will be respectful of all. I will direct all comment to the issues. I will refrain from personal attacks."~~

~~2.3 — Transgressions of Order~~

~~If any member, in speaking or otherwise, transgresses the Rules of the Richland County Council, the Chair shall call him/her to order, or any member may call such transgressions to the attention of the Chair who shall call the transgressor to order. If repeated cries of order are ineffective, the Chair may call a member by name, and if the Chair deems it necessary, shall state the offense committed. The member may be heard in self-defense and shall withdraw from the issue, and the Council shall consider any further proceeding to be had.~~

5.21 Voting

Each member shall vote on each question put, except that no member shall be permitted to vote on any question in which that member has a direct personal or pecuniary interest, or in which that member perceives that he or she has a direct personal or pecuniary interest, or in which his or her participation might create an appearance of impropriety in that member's estimation. A Council member must be at his/her seat in order to vote for those at the dais. If a member does not declare a vote or an abstention, his/her vote shall be recorded with the prevailing side. In the case of a tie vote, the prevailing side is the side that voted against approval of the matter voted upon (e.g., if the matter before Council is a vote to continue an item until the next meeting, and the vote on that question is 5-5, the motion did not pass, the item is not continued and the side prevailing as to the motion is the side that voted not to have continued the item). –If voting an abstention, a reason for the abstention must be stated and recorded in the minutes. No member shall, under any circumstances be permitted to vote after a decision has been announced by the Chair. After the decision of the question, an absent member may be permitted to record the vote she/he would have given if present, but such vote shall not affect the previous question.

Voting shall be by electronic means (i.e., via the electronic voting system) unless conditions at the time of a given vote do not permit use of the electronic voting system (e.g., it is inoperable, not working properly, there is a power failure or other condition prohibiting electronic voting). In such a case, voting by a show of hands shall be in order. Also, nothing in this rule prohibits a voice vote or vote by show of hands for matters where there reasonably appears to be no opposition, such as a vote to adjourn, or a vote for unanimous consent to issue a resolution in honor of a citizen, group, achievement or the like; provided, however, that any member may call for an electronic vote on any matter for which a vote is required or called for, if any member shall feel that a voice vote or vote by show of hands is not sufficient; further provided that the electronic voting system is operable at the time of the call for an electronic vote.

Votes shall be recorded in the minutes.



OSBO Ad Hoc Committee Staff Report

During its July 10, 2018 meeting, the OSBO Ad Hoc Committee presented several concerns and questions for staff to review and report back its findings to the Committee. Enumerated below are the results of staff's review:

1. New Function and Staffing of the OSBO Office

During the July 10, 2018 meeting, members of the Ad Hoc committee inquired if the OSBO office is fully staffed now. Staff, inclusive of the County Budget, Finance and Human Resources Department, review revealed that the OSBO is fully funded and does not have any "frozen" positions. There is total of five (5) positions within the OSBO: OSBO Manager; OSBO Assistant Manager; Business Development Coordinator; Compliance and Certification Specialist; and the Financial Resources Coordinator. Of those positions, the OSBO Assistant Manager and Financial Resources Coordinator remain vacant.

- New OSBO Manager Erica Wade started October 1, 2018. Mrs. Wade is a 1995 graduate of Benedict College with a degree in Business Administration and also obtained a Master of Arts in Organizational Leadership in 2007 from Webster University. She is a Certified Supplier and Diversity Professional and is currently working on receiving her Certified Compliance Administration certification, and is also a Benedict College Hall of Famer. Prior to joining the County, Mrs. Wade worked in the Office of Business Opportunities at the City of Columbia where she worked on the Supplier Diversity Team as a Program Coordinator for Supplier Diversity and Contracts.

2. Status of Mentor Protégé Program

Members of the Committee requested the current status of the Mentor Protégé Program. Staff has completed the development of a draft Mentor Protégé Program which incorporates the feedback received from small local businesses during its August 22, 2018 Small Business Focus Group on the merits and structure of the Program (see attached draft). You may wish to note the following suggestions presented by small local businesses on the Mentor Protégé Program:

- The Program should be county-wide accounts for non-technical businesses.
- The Program should include a cross functional mentoring component
- Begin with a pilot program focused on a specific specialty area
- Focus group participants should review the draft Program and allowed an opportunity for feedback.

3. Status of NAICS (North American Industry Classification System) Code Funding Limit

During its July 10, 2018 meeting, the directed staff to work with the small business community and present size standard recommendations to the Committee for its consideration. Pursuant to the conclusion of the Small Business Focus Group with representatives from each SLBE industry and the completion of researching the size standards prescribed by other local governments, the table below provides a summary of findings vis-à-vis size standards.

NAICS Industry Description	Richland County Size Standards (in millions)	Charleston County Size Standards (in millions)	City of Savannah (Chatham County) Size Standards (in millions)	SBA Size Standards (in millions)	SCDOT Size Standards (in millions)
Construction	\$7	\$7.50	N/A	\$36.5	\$36.5
Construction Services	N/A	N/A	\$5	N/A	N/A
Contractual Services	N/A	N/A	\$1	N/A	N/A
Architectural	\$3	\$7.50	N/A	\$7.5	\$7.5
Professional Services	\$3	\$7.50	\$500,000*	\$7.5	\$7.5
Engineering	\$2.50	\$7.50	N/A	\$15	\$15
Retail Trade and Services	N/A	N/A	N/A	\$7.5	\$7.5
Wholesale	\$2	\$7.50	N/A	N/A	N/A
Other Services (i.e. janitorial, landscape maintenance, communications, automotive, towing, security)	N/A	\$7.50	N/A	N/A	N/A
Goods and Supplies	N/A	\$7.50	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	\$7.5	\$7.5

Staff recommends no changes to the County's current size standards.

4. Report of Small Business Focus Group

Staff conducted a Small Business Focus Group on August 22, 2018. Attached for your review is a debriefing report of the focus group's discussion.

5. Guidance Concerning PDT Contract and Sheltered Market

Sheltered Markets were originally outlined in the SLBE Program Ordinance 049-13HR to have a contract value of \$250,000 or less for award to a SLBE or joint venture with a SLBE; or have a value of \$50,000 or less for award to an Emerging SLBE through the Sheltered Market Program.

In 2016, pursuant to Ordinance No. 028-16HR, the contract value was increased to five hundred thousand (\$500,000) dollars or less for award to a SLBE or a joint venture with a SLBE through the sheltered market program. The contract value for ESLBEs remains at \$50,000 for sheltered markets. The attendant ordinance(s) are attached for Council's consideration. This item was also discussed during the August 22, 2018 Focus Group. The results of which are summarized in the attached report. Staff will operate as prescribed in the ordinances

Richland County Government
Office of Small Business Opportunity (OSBO)
Mentor-Protégé Program
2018
Agreement Template

The Richland County Mentor-Protégé Program (MPP) is designed to motivate and encourage large business prime contractor firms to provide mutually beneficial developmental assistance to small, minority, disadvantaged, veteran, woman-owned small business enterprises. Prime contractors that have been approved as mentors in the MPP and have identified a protégé firm (a certified Richland County Small Local Business Enterprise) must submit a signed MPP agreement for each mentor-protégé relationship to the Richland County Manager of OSBO.

The purpose of the mentor-protégé relationship is to:

- Enhance the capabilities of the protégé
- Help the protégé meet the goals established in MPP Program Guidelines
- Improve the protégé's ability to compete for contracts

A protégé can get valuable assistance from a mentor in several areas, including:

- Technical and/or management assistance
- Financing in the form of equity investments and/or loans??
- Trade education (on the job training, Continuing Education Units)
- Government contracting

Eligibility requirements

In order to qualify as a protégé, a business must:

- Meet all of the eligibility requirements for a Richland County certified Emerging or Small Local Business Enterprise (ESLBE/SLBE) as outlined in Ordinance No. 049-13HR Sec 2-641.
- Have at least one year remaining in the SLBE Program

Although it is typical for a protégé to have only one mentor at a time, OSBO may authorize up to three mentors at one time for a protégé.

In order to qualify as a mentor, businesses must:

- Be able to carry out its responsibilities to assist the protégé
- Possess favorable financial health and good character

- Not appear on Richland County and/or the State of South Carolina list of debarred or suspended contractors
- Be able to impart value to the protégé through lessons learned and/or practical experience gained
- Must have current or past contracts with RichlandCounty

Although it is typical for a protégé to have only one mentor at a time, OSBO may authorize up to three mentors at one time for a protégé.

Application Process

The proposed mentor and protégé must draft a written agreement to submit to the Richland County OSBO. The mentor-protégé agreement must meet the following requirements:

- Address how the mentor’s assistance will help the protégé meet the goals established in the MPP Program Guidelines
- Establish a single point of contact from the mentor who is responsible for managing and implementing the mentor/protégé agreement
- Provide that the mentor will assist the protégé for at least one year

When writing your joint venture agreement, use the [agreement template](#) and the [agreement guide](#).



MPP Agreement Guide

The following template is provided as a guide to assist in the preparation of the mentor-protégé agreement, however at a minimum all elements below must be addressed. Attachments/addendums are welcome.

- 1. Period of Performance:** State the period of time (in months) over which the developmental assistance will be performed – not less than 1 year or greater than three years.

Number of Months:	
Anticipated Start Date:	
Anticipated Completion Date:	

Estimated Cost of Agreement: Provide an estimate of the total cost of the developmental assistance provided by the mentor. Include a cost breakdown of each year of effort.

Employee Labor			
Equipment			
Other Direct Costs			
Subtotal			
Total Estimated Cost			

- 2. Mentor Eligibility.** Mentors should provide a statement (including a date of approval) that the Mentor was approved by the OSBO to participate in Mentor-Protégé Program and attach it to the MPP application.

Mentor Firm Information. Please provide the following.

- 3. Mentor Historical Background.** Provide a brief summary about the company, including the company profile, and historical and recent activities and accomplishments (successful contracts) as a Richland County prime contractor. Indicate whether your company has been a Small Local Business Enterprise (SLBE), Minority-owned small business, Disadvantaged Business Enterprise (DBE), woman-owned small business, or a veteran-owned small business. Please note if you are a graduated firm from the SLBE Program.
- 4. Subcontract Awards to Protégé.** The number and total dollar amount of subcontract awards made to the identified protégé firm by the mentor firm during the two preceding fiscal years (if any). Please note the Richland County fiscal year is July 1 through June 30.

Total County Subcontract Awards to this Protégé		
Fiscal Year	Number	Dollar Amount
FY-		\$
FY-		\$



5. **Non-County Subcontract Awards to Protégé.** The number and total dollar amount of subcontract awards (Non-County contracts) made to the identified protégé firm by the mentor firm during the two preceding fiscal years (if any). Please note the Richland County fiscal year is July 1 through June 30.

Total Non-County Subcontract Awards to this Protégé		
Fiscal Year	Number	Dollar Amount
FY-		\$
FY-		\$

6. **Potential Subcontracts.** The anticipated number, dollar value, and type of subcontracts to be awarded the protégé firm consistent with the extent and nature of the mentor firm’s business, and the period of time over which they will be awarded. Please note the Richland County fiscal year is July 1 through June 30.
7. **Protégé Eligibility.** Provide a statement that the protégé firm is currently eligible pursuant to one of the following criteria below:

An entity may qualify as a protégé firm if it meets the Richland County ESLBE/SLBE eligibility criteria:

1. Must be an independently owned and operated, for-profit business as defined by SC Code of Laws, Title 33, Chapter 31;
2. Must meet size standard eligibility requirements for Small Business Enterprises

8. **Protégé Firm Information.** Provide the following.

Name of Firm:				
Address:				
Telephone/ext.:				
Fax:				
Homepage (web address):				
Industry/Bus. Type: (for example, Service – 80% Manufacturing – 20%)	Architectural			
	Engineering			
	Construction			
	Wholesale			
	Professional Services			
	Non-professional Services			
Year Established:				
Number of Employees:				
Annual Gross Revenue: (for previous Corporate				



FY)			
Richland County certification dates:	Entrance Date:		Expiration Date:

North American Industrial Classification System Codes (NAICS). The NAICS code which represents the contemplated supplies or services to be provided by the protégé firm to the mentor firm and a statement that at the time the agreement is submitted for approval, the protégé firm does not exceed the size standard for the appropriate NAICS code.

	Code (6-digit)	Title
Primary NAICS		
Additional NAICS		

Percent (%) Owned. Provide percent of the Protégé Firm currently owned by the Mentor Firm, if applicable.

% Mentor Owned:	
------------------------	--

Protégé-Obtained Richland County Subcontract Awards. The number and total dollar amount of subcontract (protégé) awards obtained by the protégé firm with Richland County directly during the two preceding fiscal years (if any). Please note the Richland County fiscal year is July 1 through June 30.

Total Richland County Subcontract Awards to this Protégé			
Fiscal Year	Number	Funded Contract Value	Dollar Amount
FY-		\$	\$
FY-		\$	\$
FY-		\$	\$

Protégé-Obtained Prime contract Awards. The number and total dollar amount of subcontract (protégé) awards obtained by the protégé firm with Richland County primes during the two preceding fiscal years (if any). Please note the Richland County fiscal year is July 1 through June 30.

Total Subcontract Awards to this Protégé (via contracts with Richland County primes)			
Fiscal Year	Number	Funded Contract Value	Dollar Amount
FY-		\$	\$
FY-		\$	\$
FY-		\$	\$



9. **Protégé Firm Historical Background.** Provide a brief summary about the company, including the company profile, and historical and recent activities and accomplishments. Indicate whether your company is a small, minority, disadvantaged, veteran, or woman-owned small business enterprise. Include a description of the firm’s ability to participate in the Richland County Mentor-Protégé Program without impairing the company’s day-to-day operations (i.e., business management, revenue stream).
10. **Protégé Firm’s Previous Program Participation.** Provide the following information if the protégé firm has previously participated in the Richland County Mentor-Protégé Program. Provide a statement (separate enclosure to this agreement) that there will be no duplication of effort (i.e., developmental assistance provided by the mentor firm) previously provided to the protégé firm under prior agreements. This must be agreed upon and presented on letterhead from both the mentor and protégé firms.

Previous Mentor Firm Name:	
Project Name/Type:	
Period of performance of previous agreement: (in months)	
Termination Date: (if applicable)	
Termination Reason: (if applicable)	

11. **Developmental Assistance Program.** Describe the developmental program for the protégé firm specifying (using a sentence or two for each item listed) the type of assistance planned. Provide how this plan will address the protégé’s identified needs to enhance their ability to perform successfully under contracts or subcontracts with Richland County and Non-County agencies/firms.
12. **Mentor-Protégé Evaluation.** The Office of Small Business Opportunity (OSBO) will distribute a semi-annual electronic evaluation to firms that are approved mentors and protégés so they may provide feedback regarding the effectiveness of the Mentor Protégé Program. OSBO will also schedule and conduct a MPP Project Completion exit interview at the close of every MPP project. The interview will be standardized in format and designed to address all requisites of the MPP Program, as well as the business and implementation plan.
13. **Program Facilitation.** The OSBO will assist both mentors and protégés with the business planning process. The OSBO will also offer technical assistance and training to help build the capacity of protégés. Protégés will have the opportunity to work one on one with OSBO personnel to develop and implement business plans required by the MPP.

Liability Disclaimer

This program is designed to develop small, minority, women, veteran-owned businesses, as well as those owned by persons with disabilities. The assistance provided by Richland County OSBO and participating mentors is to encourage and offer advice and opportunities to perform on projects so that protégé firms can gain the experience necessary to grow their businesses. The success of the program is not guaranteed, but it is hoped that an opportunity will be provided for success. The County does not guarantee that protégés will be awarded a contract based on participation in the MPP Program.





Small Business Focus Group
Workshop Summary
Office of Small Business Opportunity
August 22, 2018
11:00 AM – 2:30 PM

11:00 – 11:30 AM	Working Lunch
12:00 – 12:30 PM	Sheltered Market
12:30 - 1:15 PM	NAICS Codes/Size Standards
1:15 – 2:30 PM	Mentor Protégé Program

Prior to beginning discussion of the meeting topics, the format and purpose of the meeting were outlined. The purpose of the focus group is follow up on the July 10th request for OSBO staff to meet with certified SLBE firms from each of the industry categories (Architectural, Engineering, Construction, Professional Services, Non-professional services, and Wholesale/Commodities) listed in the SLBE Program Ordinance (No. 049-13HR) to obtain input and recommendations on the Richland County OSBO SLBE Program (1) Sheltered Market Program, (2) Size Standards, and (3) Mentor-Protégé Program.

In the interest of time for all stakeholders present, OSBO staff shared that the team’s intention was to strictly observe the proposed agenda as presented to the focus group, and revisit any outstanding discussion topics at the end of the meeting time. Additional time was offered to SLBE focus group attendants after the meeting in the OSBO office, if necessary. The role of staff was to serve solely as facilitators, not participants, in order to optimize unbiased feedback from our cohort of small business firms. A 15 minute warning was provided near the end of each session. Candid discussion was encouraged. Each participant was asked to introduce themselves and briefly describe their business service/specialty. One of the participating firms asked staff to share with the group the anticipated outcomes of this meeting. Anticipated outcomes were addressed at the beginning of the meeting, however, that question was also added for each of our firms to address during their introductions.

OSBO staff asked that as we addressed each topic, focus group participants be mindful that the SLBE Program was established as a result of the 2012 Transportation Penny Tax referendum and until this year (2018), it has focused primarily on transportation-related projects. This workshop is one of several efforts the office is taking to move toward a County-wide SLBE Program. As a part of the “rules of engagement” for the focus group, it was stressed by staff that it was imperative our team receive feedback from everyone in the room in order to best facilitate discussions that move OSBO in a direction of a County-wide program.

Introductions

- Dr. Robert Hill, (SLBE)
- Mr. Andy Tolleson, Tolleson (SLBE)
- Mr. Kelvin Washington, Tolleson (SLBE)
- Mr. Ron Harvey, (SLBE)
- Mr. Peter Hill, Jackie’s Uniforms (ESLBE)
- Ms. Lasenta Lewis-Ellis, (SLBE)
- Mr. Gene Dinkins, Cox & Dinkins (SLBE)
- Mr. Taz Little, Skyward Drone (ESLBE)

OSBO/CGS staff present: Cheryl Cook, Michelle Rosenthal, Bryant Davis, John Duffey, Jamelle Ellis

Anticipated Outcomes of the Small Business Focus Group (desired by SLBEs present):

- What are the anticipated outcomes of this meeting?
- Will you give us time to look over the mentor-protégé program notes? (reference to the draft Mentor Protégé Program shared during the meeting)
- What is the extent to which long-term business owners will be amenable to working with new businesses?
- What is the true intention of the Penny Tax Program?
- Will you protect program participants insofar that they will be paid for work?
- Would like to learn how the SLBE Program functions
- I would really like to see the program operate more efficiently in regards to SWMBE, particularly in related to sheltered markets. How can we be more inclusive?
- Ensuring that there are long-term benefits for small businesses that certify with the County. Have discussions on intermittency of projects “feast and famine”.
- When you have a new service or business, how will you be able to come in and offer those services? Where can I offer the services of my business?

Ombudsman related topic brought up by SLBE firm: *****(*Lucius Rd. eroding area, about to be a sinkhole [over near the bus station]. It’s eroding under the road.*)*****

I. Sheltered Market

Topic Introduction (by OSBO staff)

- What should be the goal of our Sheltered Market Program? How do we close the gap on disparities? How do we increase contract opportunities for SLBEs, in general? How do we optimize implementation of Sheltered Markets for building capacity?
- Sheltered Markets were originally outlined in the SLBE Program Ordinance 049-13HR to have a contract value of \$250,000 or less for award to a SLBE or joint venture with a SLBE; or have a value of \$50,000 or less for award to an Emerging SLBE through the Sheltered Market Program.
- In 2016, pursuant to Ordinance No. 028-16HR, the contract value was increased to five hundred thousand (\$500,000) dollars or less for award to a SLBE or a joint venture with a SLBE through the sheltered market program. The contract value for ESLBEs remains at \$50,000 for sheltered markets.

Objective/Anticipated Outcomes: For SLBE focus group participants to discuss the current OSBO process for determining sheltered market opportunities and provide feedback on how staff can improve the current process, and future contract opportunities for certified SLBEs.

Focus Group discussion

Explanation (by OSBO staff) of Sheltered Markets, Process for Determining Sheltered Markets, and Challenges in identifying Sheltered Market projects

What can we do to help emerging businesses, particularly with emerging industries? [OSBO staff]

“When we’re bidding against a contractor like that, it’s discouraging because they always have lower numbers. We go after projects that we know we’re going to get. When I look at... Procurement needs to be involved, particularly with how many buildings you have... What OSBO needs to do is to get the departments and their heads to understand that there’s other options.

When you say, being creative, the NAICS codes don't say what we actually do. We take codes from other industries that are similar to what we do. We can provide many, many services. If there was another way to explain what we do, or a time to explain it ourselves to the County Departments/Agencies with open bids.”

[Discussion on expanding the NAICS codes? Getting new SLBE's contracts, getting them at the table, how? Contracting out work from overloaded departments, fill the gap with SLBE's and their specialty areas.]

“You have to have at least 3 contractors in the category (Three contractors within that same industry). Why is that? Do you have a pre-qualified list? Within the SLBE group, you have a pre-qualified list and do a round-robin. Once that group is listed, staff and such can select from that county list.”

“Structuring activities outside the norm. Each line becomes almost like a commodity. (Ex. Painting 4 inch stripes on the outside of the roads.) Put as many commodities together and it becomes a bid. Efficient and less expensive to the tax payers. The big guys have all the iron, equipment, lower lines of credit... They are less expensive than the small businesses.”

“Go into the actual bids and harvest the line items to commoditize the items. Open it up, creates more contracts, by dividing projects into smaller jobs. Establishes a rate for those line items, county is guaranteed the lowest price and SLBE would receive consistent flow of contracts. Look in PDT office and Transportation project. Have engineers birdog those available line items. Do it round robin, keep consistent work. Might not be a bad idea if OSBO has a charge, if they're measured by the success of minority and w/SLBE program. Have a staffer in OSBO that knows the construction/engineering side of things. Standard unit pricing, on-call contracts, harvesting line items.”

“A lot of participants will not be engineers; will not have a technical orientation. What can you do with those businesses to increase participation? Ex. Community service work... streets to pave, sidewalks to be built... The community ought to be informed about it, especially long-term projects. Work that can be done by non-technical groups that you'll be dealing with.”

“What's the signing authority for a Department head? What's the dollar amount for that?”

“The county has many projects that come through procurement. One of the recommendations is building a partnership with procurement. So that SLBE's know what contracts are coming out and can be more involved with the contracting process. Making a list of smaller projects (under \$50,000) happening throughout the county and in its departments and increasing the capacity to be able to those contracts.”

“How do we get diversity in who gets contracts?”

“We record who gets what, that'll help to identify any possible disparities.”

“How do non-technical institutions get work?”

“How effective has the program been for businesses? I want to make sure that I'm not being put into a box, that there's room for growth? How does the county leverage all of its resources? How do you make sure that information makes it to your office on a consistent

basis? I feel that there are offices that are registered that aren't getting as much reward as those that aren't being registered."

“I think it also depends on what you’re breaking out. I can see breaking out small parts of large projects into smaller projects. I just want to make sure that the timeline and process do not get disrupted.”

“The Penny was supposed to be for local small businesses.”

“You could mess these contracts up if you do it haphazardly (bundling and harvesting). Consideration with bonding requirements. The small business will bankroll the entire project.”

“Community bank...”

“County helping with bonding and helping to buy heavy equipment? Program at county? Around a few years ago? If a small business can’t afford the cost of bonding, how can they get into doing business?”

“The County once had a program to assist small businesses with bonding and purchasing equipment.”

Outcomes/Action Items:

- Procurement plays a critical role in the SLBE process. OSBO and Procurement must work hand in hand to ensure a successful program.
- OSBO must revisit using a pre-qualified list. Research Oregon and San Diego study. Contact Franklin Lee to better understand how to implement the use of a pre-qualified list.
- We need to be intentional on identifying opportunities for SLBE’s through sheltered markets as well as external opportunities.
- How can we ensure that small businesses can make mistakes and not be penalized (by primes or the County limiting future opportunities)?
- An evaluation of the impacts of mobilizations costs on construction contracts
- Building capacity is critical so that SLBEs are actually able to do the work.
- More creativity should be exercised in helping SLBEs meet bonding requirements. Perhaps the County can participate in underwriting or working with Community Bank.

II. NAICS Codes/Size Standard Eligibility Requirements

Topic Introduction (by OSBO staff)

Pursuant to Ordinance No. 016-14HR, Richland County size standards should be reviewed at least once per year and adjusted periodically by Richland County Council to meet changes in the market conditions. The current Richland County SLBE size standards are:

- \$7 Construction
- \$3 Architectural
- \$3 Professional Services
- \$2.5 Engineering
- \$2 Wholesale

Objective/Anticipated Outcome: To discuss current size standards as outlined in the ordinance and determine the need to modify size standards.

Focus Group discussion

“Two and a half million is significantly too low for engineering. SBA NAICS code standard for engineering is 15 million dollars. South Carolina also states 15 million dollars. Charleston County has their standard at seven and a half million. There isn’t any firm that can handle everything in the OET Penny project. If it’s a million dollar job then about half of that makes it to the firm’s team. ‘Put all their eggs in one basket, and they can’t do more at risk of being disqualified.’ Size standard should be raised at least to Charleston County amount. Considering that firm only takes in around half... 7.5 million dollars becomes 3.75 million dollars net.”

Size standards purpose? To create more competition.

“Is it a matter of semantics? Is it something that could be addressed by (instead of gross annual revenue number) changing the wording to specific annual revenue brought into the company (net vs gross annual revenue). So... amount minus subcontracted amount. If you’re a small firm doing half a million a year and then become 2-3 million a year you get more freedoms, have more options to stay within the size standard for a protracted period.”

Threshold should be high enough to build capacity.

Should look at each industry separately so that firms remain competitive.

“Driven mostly by consulting side, not the engineering side. (Referendum and size standards).”

Size standards in the current ordinance are based on arbitrary standard selections.

“Much of the OET’s gross annual revenues (50%) go to subcontracting. Only about 50% stays in-house.”

Rotating a list of qualified firms. Pre-certified list. Increase size standard and rotate SLBEs to ensure equitable opportunities for SLBEs.

“If we only look at what we have, 98% are 200,000 or less in revenue per year. Look at SLBE community and let them drive size standards. Set threshold large enough that company can get on their feet. So SLBE program isn’t their sole lifeline.”

“Look at industry categories and look at them individually.”

“Start with federal guidelines, look at state as well. National doesn’t always apply to local.”

“Look at demographic profile and compare to national profile. Compare results.”

“Needs to be a disparity study done.”

“Under current size standards, many of the dollars are cycling through companies.”

“We need to look at each one of the industry categories individually, compare with national and state standards.”

Outcomes/Action Items:

- OSBO will research Charleston County’s size standards. Staff will also contact their office to inquire about the justification used to set \$7.5 as the limit. **Staff spoke with**

Holly Chesser SBE Manager at Charleston County on August 23rd. She

indicated that the \$7.5 million dollar limit was established as a result of a study conducted for Charleston County. A copy of the study has been requested.

- Staff will compile national/state/local size standards and send out an email to focus group participants. A recommendation will be presented to the OSBO ad hoc committee once a consensus has been reached by this group.

III. Mentor Protégé Program

A Mentor-Protégé program is designed to motivate and encourage large business prime contractor firms to provide mutually beneficial developmental assistance to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

Objective/Anticipated Outcome: To discuss the merits and structure of a successful Richland County Mentor Protégé Program; to compile useful information for OSBO staff to develop a draft MPP for presentation to the OSBO Ad Hoc Committee.

Focus Group Discussion

Review of draft Mentor Protégé Program

Purpose of the program is to build capacity.

Making sure the program is effective up front. On the front end.

Training – There are some certifications that are only through DOT. DOT only has those courses one or two times a year. Help with upfront costs of training? Is there a way to provide assistance to cover the cost of that training? Reimbursement program for training/certifications?

Look up the SC DOT program for 30 day program offered once a year covering inspections, concrete, asphalt, etc.

Does having two or three protégés allow the mentor the opportunity to “beat up” one of the protégés by focusing more on one/another (extortion).

Were you thinking of setting aside projects for MPP? Or are you making them bid the work to get it? Offering an incentive?

What’s the motivator for the mentor?

Sometimes the protégé doesn’t get to do the assigned percentage of work (20%).

Large firms would show the percentage, and they would give you a run around having you do “other” work rather than the assigned work.

What are the checks and balances for making sure protégés are getting the proper percentages?

Where do you see the OSBO fit into that?

Most of the projects have to have a schedule...

Inspect work schedules; require a verification statement stating that the prime is upholding their end of the bargain.

“See that the OSBO is like an auditing agency for making sure protégés are being treated properly.”

Who has a mentor protégé program that is running efficiently? (Atlanta, Raleigh-Durham)

“How do you see this program working in industries besides construction?”

One of the firms didn't see many ways that a mentor protégé program could help their firm. Doesn't see many businesses who could mentor theirs.

Giving small companies a chance to be seen by larger companies?

How do you make it work?

How do you get it to work when some companies are unreceptive to mentoring smaller companies?

Opportunities for mentoring in stuff like program management, administration, cross-functional training?

Need to look into cross-training for cross-industry to ensure non-competition.

Check out/ research into Portland Oregon MPP program.

Have a pilot program and identify where you want this program to go.

What's an incentive to participate in a MPP program?

Larger project, more projects, paid a bit more for handling the protégé... specific MPP assigned projects?

You expose yourself to obligatory recording, reporting... alter multiplier required.

County needs to understand that if they do it, it'll be more money.

Like to see sheltered markets solidified rather than a mentor-protégé program.

Like to see joint-ventures promoted.

Do we need an MPP program at all? Would like to see a pilot program and test the MPP program with one project. Maybe combine it with joint-venture.

Outcomes/Action Items:

- Research other universal/County-wide MPP programs that account for non-technical businesses.
- Research options for cross functional mentoring within the MPP
- Begin with a pilot program focused on a specific specialty area.
- OSBO staff should provide focus group participants with a draft of the MPP throughout its development to better inform the process.

DIVISION 7. SMALL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

📖 Sec. 2-639. General provisions.

(a) *Purpose.* The purpose of this division is to provide a race- and gender-neutral procurement tool for the county to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in county contracts for construction, architectural and engineering services, professional services, non-professional services, and commodities. The small local business enterprise ("SLBE") Program also furthers the county's public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the county's compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in county contracts. Moreover, the SLBE program provides additional avenues for the development of new capacity and new sources of competition for county contracts from the growing pool of small and locally based businesses.

(b) *Scope and limitations.* This SLBE program may be applied by the county on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions.*

Affirmative procurement initiatives. Refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding/ insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award. The final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the county to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid ("ITB") or request for proposal ("RFP") process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid incentives. Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of architectural and engineering services, construction, professional services, non-professional services, and commodities including change orders and amendments.

Centralized bidder registration system ("CBR"). A web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., "spend" or "payments") on county contracts.

County. Refers to the County of Richland, South Carolina.

Commercially useful function. An SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE. An emerging firm that meets all of the qualifications of a small local business enterprise, and that is less than five (5) years old, but has no more than five (5) full-time employees and annual gross sales as averaged over the life of the firm that are less than one million (\$1,000,000) dollars.

Goal. A non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for architectural and engineering services, construction, professional services, non-professional services, and commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract- by-contract basis by either the director of the Office of Small Business Opportunity or a goal setting committee.

Goal setting committee. A committee established by the director of the Office of Small Business Opportunity for the county (including a representative of the procurement department and a representative of the end-user agency) and chaired by the director of the Office of Small Business Opportunity that establishes SLBE program goals and selects appropriate SLBE affirmative procurement initiatives to be applied to each contract for the county based upon industry categories, vendor availability, and project-specific characteristics. The director of the Office of Small Business Opportunity may establish as many as five (5) separate goal setting committees (i.e., one (1) for each industry category).

Good faith efforts. Documentation of the bidder's intent to comply with SLBE program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the bidder's commitment to comply with SLBE program goals as established by the director of the Office of Small Business Opportunity or a goal setting committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the county web site; solicitations of bids from all qualified SLBE firms listed in the county's SLBE directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and

consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation. An SLBE firm permanently graduates from the county's SLBE program when it meets the criteria for graduation set forth in this policy.

Independently owned, managed, and operated. Ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry categories. Procurement groupings for county contracts for purposes of the administration of affirmative procurement initiatives shall be inclusive of architectural and engineering, construction, professional services, and nonprofessional services, and commodities procurements. Industry categories may also be referred to as "business categories."

Joint venture. An association of two (2) or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local business enterprise ("LBE"). A firm having a principal place of business or a significant employment presence or a significant business presence in Richland County, South Carolina. This definition is subsumed within the definition of "small local business enterprise."

Non-professional services. Non-construction, non-architectural, and non-engineering services that are other than professional services, and such "other" services that do not require any license or highly specialized training and credentials to perform.

Office of Small Business Opportunity. The office which shall manage and administer the SLBE Program (see Section [2-639](#) et seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

Points. The quantitative assignment of value for specific evaluation criteria in the selection process.

Prime contractor. The vendor or contractor to whom a purchase order or contract is awarded by the county for purposes of providing goods or services to the county.

Principal place of business. A location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars, or through which no less than twenty-five percent (25%) of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional services. Any non-construction and non-architectural and engineering services that require highly specialized training and/or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive. A firm's bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE program requirements.

Sheltered market. An affirmative procurement initiative designed to set aside a county contract bid for bidding exclusively among SLBE firms.

Significant business presence. A physical office within Richland County through which a firm obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant employee presence. Having a physical office within Richland County and no less than twenty-five percent (25%) of a firm's total number of full and part-time employees are domiciled in Richland County.

SLBE certification/re-certification application (SLBE Form-R). This form shall be completed by small local business enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the county's small local business enterprise program. This form shall be completed every two (2) years by certified small local business enterprises by the anniversary date of their original certification.

SLBE directory. A listing of the small local businesses that have been certified by the procurement department for participation in the SLBE program.

SLBE plan execution certification (SLBE Form-C). The form certifying the general contractor's intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE schedule for subcontractor participation (SLBE Form-S). This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the director of the Office of Small Business Opportunity before contract award.

SLBE schedule of size standard eligibility requirements. A document separate and apart from this division, adopted by the county council, which defines the SLBE size standard eligibility requirements, in number of employees and annual gross revenue dollars, applicable to the SLBE program. The size standards shall be reviewed not less than annually and adjusted periodically by the county council to meet changes in market conditions.

SLBE unavailability certification (SLBE Form-U). This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small business enterprise ("SBE"). A small business enterprise is any for-profit enterprise as defined by S.C. Code 1976, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the size standard limitations as adopted and periodically amended in the SLBE schedule of size standard eligibility requirements. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed

by this section. However, each individual business participating in the joint venture must be certified by the procurement department as an SLBE.

Small local business enterprise ("SLBE"). An independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a "small business enterprise" and a "local business enterprise."

Spend dollars. Dollars actually paid to prime and/or subcontractors and vendors for county contracted goods and/or services.

Subcontractor. Any vendor or contractor that is providing goods or services to a prime contractor in furtherance of the prime contractor's performance under a contract or purchase order with the county.

Suspension. The temporary stoppage of a SLBE firm's participation in the county's contracting process under the SLBE program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 016-14HR, §§ II, III, 5-6-14; Ord. No. 050-14HR, § I, 10-21-14; Ord. No. 058-16HR, § II, 12-6-16)

📖 Sec. 2-640. Program objectives and general requirements.

(a) To meet the objectives of this program, the county is committed to:

(1) Increasing the participation of small local business enterprises ("SLBEs") in county contracting, and, to the extent possible, ameliorating through race- and gender- neutral means, any disparities in the participation of minority business enterprises or women business enterprises on county contracts;

(2) Regular evaluation regarding the progress of the program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;

(3) Establishing one (1) or more goal setting committee(s) ("GSCs") to provide guidance on the implementation of the rules under this policy;

(4) Continuous review and advice of the GSC in administering the policy and goals herein. The county's director of the Office of Small Business Opportunity shall determine the size of each GSC that is to be chaired by the procurement director. The procurement director shall also appoint the remaining members of the GSC from the county's procurement personnel and other county departments affected by this program; and

(5) Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and/or performing on county contracts, and of providing the means of tracking actual county bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, prime contractors and subcontractors will be required to register and input data into

the CBR or other related forms and systems as a condition of engaging in business with the county.

(b) At a minimum, the procurement director shall:

(1) Report to the county administrator and the county council on at least an annual basis as to the county's progress towards satisfying SLBE program objectives;

(2) Formulate program waivers, improvements and adjustments to the GSC goal-setting methodology and other program functions;

(3) Have substantive input in a contract specification review process to be undertaken in advance of the issuance of county's RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;

(4) Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and

(5) Monitor and support the implementation of the rules under this program, and where appropriate, make recommendations to the county administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the county council.

(c) At a minimum, each goal setting committee shall:

(1) Meet as often as it deems necessary to accomplish its duties but not less than twice annually;

(2) Develop the SLBE goal setting methodology to be implemented by the director of the Office of Small Business Opportunity on a contract-by-contract basis; and

(3) Monitor and support the implementation of the rules under this program policy.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-641. Eligibility for SLBE program.

(a) For the purpose of this program, a firm will be certified as a small and local business enterprise (SLBE) with the procurement department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

(1) It is an independently owned and operated for-profit business concern as defined by S.C. Code 1976, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;

(2) It meets size standard eligibility requirements for small business enterprises as adopted and periodically amended in the SLBE schedule of size standard eligibility requirements;

Once the gross annual revenues of a business exceed the three (3)-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the procurement department as an SLBE in order for the joint venture to receive the benefits of the SLBE program;

(3) The firm is a local business enterprise as defined in this division with a principal place of business or significant employee presence or significant business presence in Richland County as defined herein;

(4) The firm has established its principal place of business or significant employee presence or significant business presence in Richland County for at least one (1) year prior to seeking certification as an SLBE; and

(5) In the year preceding the date of the initial certification application, the applicant has not received more than one million (\$1,000,000) dollars in county contract payments as a result of contract awards from the county achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the director of the Office of Small Business Opportunity or designated procurement department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the director of the Office of Small Business Opportunity stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one (1) year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE Form-R) every two (2) years to the procurement department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a principal place of business or significant employment presence in Richland County in accordance with this Section [2-641](#). To qualify for re-certification, an SLBE's maximum employment numbers and annual gross revenues average for the three (3) fiscal years immediately preceding the application for re-certification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the director of the Office of Small Business Opportunity or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE program is maintained.

(e) For purposes of this program, a firm will be certified as an emerging SLBE by the procurement department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the emerging SLBE eligibility criteria as set forth below:

(1) The firm complies with SLBE criteria as specified above in Section [2-641](#) (a)(1), (a)(3) and (a)(4);

(2) The firm has been in existence for less than five (5) years;

(3) The firm has no more than five (5) full-time employees; and

(4) The firm's annual gross revenues as averaged over the life of the firm are less than one million (\$1,000,000 dollars).

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 016-14HR, § IV, 5-6-14; Ord. No. 050-14HR, § II, 10-21-14; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-642. Graduation and suspension criteria.

(a) A bidder may not count towards its SLBE or emerging SLBE participation the amount subcontracted to an SLBE or emerging SLBE firm that has graduated or been suspended from the program as follows:

(1) An SLBE firm shall be permanently graduated from the SLBE program after it has received a cumulative total of five million (\$5,000,000) dollars of county- funded prime contract or subcontract payments in at least five (5) separate contracts since its initial certification as an SLBE firm;

(2) An SLBE firm shall be permanently graduated from the SLBE program after its three (3) fiscal year average gross sales exceed the size standard eligibility requirements;

(3) An SLBE firm shall be temporarily suspended by the director of the Office of Small Business Opportunity for the balance of any fiscal year after it has received a cumulative total of one and one-half million (\$1,500,000) dollars in payments as a prime contractor and/or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in affirmative procurement initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;

(4) An SLBE firm may have its SLBE eligibility permanently revoked by the director of the Office of Small Business Opportunity if it fails to perform a commercially useful function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from affirmative procurement initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;

(5) An emerging SLBE firm shall be permanently graduated from emerging SLBE status after it has received a cumulative total of two and one-half million (\$2,500,00) dollars of county-funded prime contracts or subcontract payments in at least five (5) separate contracts since its initial certification as an emerging SLBE firm;

(6) An emerging SLBE firm shall be permanently graduated from emerging SLBE status once its three (3)-year average annual gross sales exceeds two million (\$2,000,000) dollars; and

(7) An emerging SLBE firm shall be temporarily suspended from emerging SLBE status by the director of the Office of Small Business Opportunity for the balance of any fiscal year after it has received a cumulative total of seven hundred fifty thousand (\$750,000) dollars in payments as a prime contractor and/or subcontractor for that fiscal year; provided, however, that the emerging SLBE firm shall be eligible to continue participating in affirmative procurement initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in affirmative procurement initiatives as an emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The director of the Office of Small Business Opportunity shall provide written notice to the SLBE firm or emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the county administrator. A written notice of appeal must be received by the county administrator within fifteen (15) days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the director of the Office of Small Business Opportunity, or designee (other than the director of the Office of Small Business Opportunity), shall also participate in a hearing conducted by the county administrator or the county administrator's designee soon as practicable. The decision of the county administrator, or designee, shall be the final decision of the county.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-644. Affirmative procurement initiatives for enhancing SLBE and emerging SLBE contract participation.

(a) The county in conjunction with the appropriate contract officer and the director of the Office of Small Business Opportunity may utilize the following affirmative procurement initiatives in promoting the award of county contracts to SLBEs or emerging SLBEs.

(1) *Bonding and insurance waiver.* The county, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the county determines that the bonding and or insurance requirements would deny the SLBE or emerging SLBE an opportunity to perform the contract which the SLBE or emerging SLBE has shown itself otherwise capable of performing.

(2) *Price preferences.* The county may award a contract to a SLBE or emerging SLBE which submits a bid within ten percent (10%) (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than twenty-five thousand (\$25,000) dollars higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the county's budgeted price for the contract.

(3) *Evaluation preferences.* The county may reserve up to twenty percent (20%) of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or emerging SLBE firms, or to joint ventures that have SLBE and/or emerging SLBE partners:

a. For architectural and engineering, professional services, other services, and design/build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the Point Evaluation Table below:

<i>POINT EVALUATION TABLE</i>	
<i>10 Points for SLBE Participation</i>	<i>20 Points for SLBE</i>
> 51% = 10 points	>51% = 20 points
> 45% = 7 points	> 45% = 17 points
> 40% = 6 points	> 40% = 16 points
> 35% = 5 points	> 35% = 14 points
> 30% = 4 points	> 30% = 12 points
> 25% = 3 points	> 25% = 10 points
> 20% = 2 points	> 20% = 8 points
> 15% = 1 point	> 15% = 6 points
	> 10% = 4 points

Contractors may be evaluated on their SLBE or emerging SLBE participation by utilizing the following schedule, which is most often used by architectural and engineering:

<i>Points Awarded</i>	<i>% of Participation Criteria</i>
5.0 51- 100	Proposals by registered SLBE owned and/or controlled firms
4.0 36-50	Majority prime with registered SLBE participation
3.0 30-35	Majority prime with registered SLBE participation
2.0 24-29	Majority prime with registered SLBE participation
0 0-23	Less than the goal for registered SLBE participation

(4) Mandatory subcontracting.

a. The goal selection committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible SLBEs or to eligible emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the mandatory subcontracting goal for that contract.

b. An SLBE or emerging SLBE prime contractor may not subcontract more than forty-nine percent (49%) of the contract value to a non-SLBE.

c. A prospective bidder on a county contract shall submit at the time of bid SLBE - Form S providing the name of the SLBE or emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or emerging SLBE, and the work to be performed by the SLBE or emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the director of the Office of Small Business Opportunity for good cause by submitting the SLBE unavailability certification form to the director of the Office of Small Business Opportunity at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the bidder and careful review by the director of the Office of Small Business Opportunity. The director of the Office of Small Business Opportunity shall base his or her determination on a waiver request on the following criteria:

1. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available SLBEs or emerging SLBEs;

2. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the circumstances of the contract; and

3. Whether there are no certified SLBE or emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the director of the Office of Small Business Opportunity, failure of a prime contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the director of the Office of Small Business Opportunity, failure of a prime contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the county, debarment from performing future county contracts, and/or any other remedies available under the terms of its contract with the county or under the law.

f. A prime contractor is required to notify and obtain written approval from the director of the Office of Small Business Opportunity in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or emerging SLBE subcontractor. Failure to do so shall constitute a material breach of its contract with the county.

(5) Sheltered market.

a. The director of the Office of Small Business Opportunity and the appropriate county contracting officer may select certain contracts which have a contract value of five hundred thousand (\$500,000) dollars or less for award to a SLBE or a joint venture with a SLBE through the sheltered market program. Similarly, the director of the Office of Small Business Opportunity and the appropriate county contracting officer may select certain contracts that have a value of fifty thousand (\$50,000) dollars or less for award to an emerging SLBE firm through the sheltered market program.

b. In determining whether a particular contract is eligible for the sheltered market program, the county's contracting officer and director of the Office of Small Business Opportunity shall consider: whether there are at least three (3) SLBEs or emerging SLBEs that are available and capable to participate in the sheltered market program for that contract; the degree of underutilization of the SLBE and emerging SLBE prime contractors in the specific industry categories; and the extent to which the county's SLBE and emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the sheltered market program or the apparent low bid is determined in the procurement director's discretion to be too high in price, the contract shall be removed from the sheltered market program for purposes of rebidding.

(6) *Competitive business development demonstration project.*

a. With the concurrence of the director of the Office of Small Business Opportunity, the appropriate county contracting officer may reserve certain contracts for placement into a competitive business development demonstration project ("CBD demonstration project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such county contracts. The purpose for the placement of a contract into the CBD demonstration project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the county.

b. Contracts reserved for CBD demonstration projects shall be subject to a request for proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future county contracts and to successfully compete in the industry.

c. The director of the Office of Small Business Opportunity shall be required to select SLBE candidate firms for participation on such CBD demonstration projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 028-16HR, § I, 7-26-16; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-645. SLBE program performance review.

(a) The director of the Office of Small Business Opportunity or designee shall monitor the - implementation of this policy and the progress of this program. On at least an annual basis, the director of the Office of Small Business Opportunity or designee shall report to the county administrator and county council on the progress of achieving the goals established for awards to certified SLBE and emerging SLBE firms, reporting both dollars awarded and expended. In addition, the director of the Office of Small Business Opportunity or designee shall report on the progress in achieving the stated program objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on county contracts.

(b) The county shall periodically review the SLBE program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated program objectives. The county council shall conduct a public hearing at least once every two years in order to solicit public comments on the program.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 058-16HR, § III, 12-6-16)

Sec. 2-646. Conflicts.

To the extent language in this division conflicts with other language in Article X, the language in this division controls only with respect to contracts wherein the small local business enterprise program is being applied by the director of the Office of Small Business Opportunity. In all other respects, prior language in this article shall remain in full force and effect.

(Ord. No. 049-13HR, § II, 9-17-13; Ord. No. 058-16HR, § III, 12-6-16)

DIVISION 8. COMMERCIAL NONDISCRIMINATION ORDINANCE

Sec. 2-647. General provisions.

(a) *Statement of policy.* It is the policy of the county not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace.

(b) *Implementation.* The small local business enterprise division shall implement this ordinance by periodically conducting outreach and distributing educational materials to the county's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective offerors of this ordinance and the procedures to be followed

in submitting complaints alleging violations of this ordinance. The director of procurement, in consultation with the county attorney, shall promulgate regulations and procedures to establish due process for the filing of complaints pursuant to this ordinance, as well as for the investigation of complaints, the conduct of administrative hearings, the issuance of factual determinations, the establishment of an appeals process, and the establishment and application of sanctions and other remedies pursuant to this ordinance. In addition, the county administrator or designee, the director of procurement, and the county attorney's office shall insure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the county contracts that result from formally advertised solicitations:

(1) Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Ordinance, as described under Section [2-647](#) of the Richland County Code of Ordinances. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace. Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding Contractor's compliance with this Ordinance. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

(2) All formal solicitations issued for county contracts shall include the following certification to be completed by the offeror:

The undersigned Offeror hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Ordinance, Section [2-647](#); to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the response submitted by the Offeror on this project,

and terminate any contract awarded based on the response. As part of its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County's Commercial Nondiscrimination Ordinance, Section [2-647](#) of the Richland County Code of Ordinances, and further agrees to fully cooperate with the County in its inquiries relating to compliance with this Ordinance.

(Ord. No. 016-14HR, § V, VI, 5-6-14)

DIVISION 9. PROMPT PAYMENT REQUIRED

📖 Sec. 2-648. Prompt payment required.

(a) Right of county prime contractor and subcontractor to prompt payment.

(1) Performance by a prime contractor in accordance with the provisions of its Richland County contract entitles prime contractor to payment from the county in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the contractor, the county shall pay contractor no later than thirty (30) days after receipt of a proper invoice from the contractor that summarizes the services provided or goods delivered to county by contractor and the cost of same. For each thirty (30)-day interval that payment from the county is late, contractor shall be entitled to interest penalty payments from the county equal to five percent (5%) of the late balance. This late penalty fee payment shall be in addition to the payment of the undisputed original balance due by the county.

(2) Performance by a subcontractor in accordance with the provisions of its subcontract agreement with county's prime contractor while providing goods or services on behalf of Richland County entitles subcontractor to payment from the prime contractor in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the subcontractor, the prime contractor shall pay subcontractor no later than seven (7) days after prime contractor has received payment from the county for the goods or services that subcontractor has properly invoiced prime contractor for by summarizing the goods or services delivered on behalf of the county through the prime contractor.

Alternatively, in instances where, through no fault of subcontractor, prime contractor has not been paid by the county for goods or services rendered by subcontractor, and more than thirty-seven (37) days have lapsed since prime contractor received a proper invoice from subcontractor, the prime contractor shall authorize the county to pay subcontractor's undisputed invoice directly and to then deduct subcontractor's payment portion from prime contractor's account receivables due under its contract with the county. For each thirty (30)-day interval beyond thirty-seven (37) days that payment to subcontractor is late, subcontractor shall be entitled to an interest penalty fee equal to five percent (5%) of the late balance. This late penalty fee shall be in addition to the payment of the undisputed original balance due by the prime contractor, and shall be payable by either the prime contractor or the county depending upon which party is responsible for the late payment under these terms.

(3) The county shall place language establishing these prompt payment terms as described above in (1) and (2) in any county bid solicitation and resulting contract awarded under county ordinance, [Chapter 2](#), Administration, Article X, Purchasing, § [2-591](#) and in each instance wherein the county determines to apply the provisions of county ordinance, [Chapter 2](#), Administration, Article X, Purchasing, Division 7 to a solicitation. In addition, each prime contractor shall be required to include similar prompt payment flow-down provisions for each tier of subcontractors that perform services or provide goods on behalf of the county through the prime contractor or a subcontractor.

(4) Any prevailing party that makes a final written demand for payment and late penalty fees to the responsible party pursuant to this ordinance and fails to receive payment in full within thirty (30) days, and subsequently takes legal recourse to enforce these prompt payment provisions, shall also be entitled to the award of reasonable attorneys' fees by a court of competent jurisdiction.

(b) Grounds on which county, prime contractor, or subcontractor may withhold application and certification for payment; contract terms unaffected.

(1) Nothing in this ordinance prevents the county, the contractor, or a subcontractor from withholding application and certification for payment because of the following: unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed or reasonable evidence that claim will be filed, failure of contractor or subcontractor to make timely payments for labor, equipment, and materials, damage to county, contractor, or another subcontractor, reasonable evidence that contract or subcontract cannot be completed for the unpaid balance of the contract or subcontract sum, or a reasonable amount for retainage.

(2) Nothing in this ordinance requires that payments due a contractor from the county be paid any more frequently than as set forth in the construction documents, nor shall anything in this ordinance affect the terms of any agreement between the county and any lender.

(c) Failure of contractor or subcontractor to make timely payments. In addition to the interest on late payments provided in section (a), if any contractor or subcontractor makes late payments more than three (3) times during the course of a contract, unless sufficient justification is made to the county and the county determines not to count the payment as late, the county can withhold the amount of the late payment due from the contractor to the subcontractor or to the lower tier subcontractor and make such late payment directly to the subcontractor or the lower tier subcontractor.

(Ord. No. 029-14HR, § I, 6-3-14)



OSBO Ad Hoc Committee Meeting
Briefing Document

Agenda Item

SLBE Program Graduate Recommendations

Background

The County's Small Local Business Enterprise Program governed by County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states:

"Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

Pursuant to this ordinance, staff is recommending the following SLBEs for graduation as these firms have exceeded the SLBE program's gross annual revenue (GAR) standards:

- Chao & Associates
- Cox & Dinkins
- Dennis Corporation
- OLH, Inc.
- Premier Constructors, Inc.

Staff is requesting authorization to proceed with distributing the attached graduation letters.

Issues

During the July 10, 2018 OSBO Ad Hoc Committee meeting, members of the Committee expressed concerns regarding the SLBE's programs GAR standards.

Fiscal Impact

None

Past Legislative Actions

None

Alternatives

1. Consider the request and proceed accordingly.
2. Consider the request and do not proceed accordingly.

Staff Recommendation

Staff recommends proceeding with transmitting the graduation letters as presented in the agenda packet.

FIRMS EXCEED GROSS ANNUAL REVENUE (GAR) STANDARDS

Applicant's Name	Category		Taxes (3yrs)	GAR	Contracts Awarded	Comments
Civil Engineering; NAICS 541330 - Engineering Svc	Professional	2013	\$4,431,707	\$8,309,017	(2) Prime Contractor Awards	GAR > 3M Professional/Engineering Firm
		2014	\$5,678,226		Paid to Date: \$727,100.00	
		2015	<u>\$14,817,117</u>		AWD Value: \$2,180,747.00	
			\$24,927,050		(13) Sub Contractor Awards	
					Paid to Date: \$1,103,597.00	
					AWD Value: \$877,550.00	
Chao & Associates; NAICS 541330 - Engineering Svc	Professional	2013	\$3,891,774	\$4,195,787	(7) Sub Contractor Awards	GAR > 3M Engineering/Professional Firm
		2014	\$4,550,964		Amt Paid to Date: \$258,125.00	
		2015	<u>\$4,144,622</u>		AWD Value: \$502,915	
			\$12,587,360			
Cox & Dinkins: NAICS 541330-Engineering Svc	Professional	2013	\$2,923,487	\$3,530,591	(2) Prime Contractor Awards	GAR > 3M
		2014	\$3,421,768		Paid to Date: \$1,209,889	
		2015	<u>\$4,246,517</u>		AWD Value: \$1,801,336	
			\$10,591,772		(10) Sub Contractor Awards	
					Paid to Date: \$357,919	
					AWD Value: \$714,612	
Dennis Corp: NAICS 541330-Engineering Svc	Engineering	2013	\$5,096,022	\$4,148,216	(2) Prime Contractor Awards	GAR > 2.5 Engineering Firm
		2014	\$3,901,019		Paid to Date: \$1,763,290	
		2015	<u>\$3,447,608</u>		AWD Value: \$4,193,381	
			\$12,444,649			
OLH, Inc.: NAICS 541990-Professional Svc	Professional	2013	\$5,329,282	\$6,370,483	(2) Subcontractor Awards	GAR > 3M Professional Firm
		2014	\$6,634,623		Paid to Date: \$1,133,772	
		2015	<u>\$7,147,545</u>		AWD Value: \$1,331,052	
		\$19,111,450				

Premier Constructors, Inc. NAICS Codes: 238210 Electrical Contractors	Construction	2017	\$7,908,284	(3) Subcontractor Awards	GAR > 7M
		2016	\$4,342,874	Paid to Date: \$4,961,300	
		2015	<u>\$9,166,553</u>	AWD Value: \$4,761,856	
			\$21,417,711	\$7,139,237	

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October 1, 2018

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

RE: Gross Annual Revenue (GAR) Limits

Dear Mr. Chao:

The Richland County Office of Small Business Opportunity (OSBO) is committed to promoting, growing, building capacity, and providing resources to our small businesses through an inclusive, diverse, and supportive business environment. A significant component of our OSBO is the Small Local Business Enterprise Program governed by Richland County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states that "Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

The eligibility requirements and criteria for Engineering Services firms to remain in the SLBE Program are listed below. If one or both requirements are met, graduation is recommended for a firm.

- GAR within the largest primary NAICS commodity code averaged over the past three fiscal years may not exceed \$2.5 million dollars;
- No more than 50 full-time employees.

Upon our review of submitted documentation Chao & Associates, Inc. for the Renewal Certification Application in 2016, it has been determined that the three (3) year GAR for Chao & Associates, Inc. is \$4,195,787.00 which has exceeded the \$2.5 million dollars threshold for Engineering Services. Our calculations are based upon the firm's GAR for following last three (3) fiscal years when you lasted applied:

Year Ending	Gross Receipts
2015	\$4,144,622
2014	\$4,550,964
2013	\$3,891,774

Based on the calculations provided above and pursuant to Richland County Ordinance 049-13HR; Sec. 2-641, Chao & Associates, Inc. has met the SLBE Program graduation criteria. As a Richland County SLBE program



graduate, you will continue to have access to upcoming training and networking sessions provide by the OSBO. Additionally, we encourage you to serve as a mentor to emerging businesses in the SLBE program. Thank you for your participation in the SLBE program and congratulations on the success of your firm.

Should you have any questions or need additional information, please call me at (803) 576-1540.

Sincerely,

Erica B. Wade
Manager

Cc: Brandon Madden, Acting Director Government and Community Services

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October 1, 2018

Mr. Gene Dinkins
Cox & Dinkins, Inc.
724 Beltline Boulevard
Columbia, SC 29205

RE: Gross Annual Revenue (GAR) Limits

Dear Mr. Dinkins:

The Richland County Office of Small Business Opportunity (OSBO) is committed to promoting, growing, building capacity, and providing resources to our small businesses through an inclusive, diverse, and supportive business environment. A significant component of our OSBO is the Small Local Business Enterprise Program governed by Richland County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states that "Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

The eligibility requirements and criteria for Engineering Services firms to remain in the SLBE Program are listed below. If one or both requirements are met, graduation is recommended for a firm.

- GAR within the largest primary NAICS commodity code averaged over the past three fiscal years may not exceed \$2.5 million dollars;
- No more than 50 full-time employees.

Upon our review of submitted documentation by Cox & Dinkins, Inc. for the Renewal Certification Application in 2016, it has been determined that the three (3) year GAR for Cox & Dinkins, Inc. is \$3,530,591.00 which has exceeded the \$2.5 million dollars threshold for Engineering Services. Our calculations are based upon the firm's GAR for following last three (3) fiscal years when you lasted applied:

Year Ending	Gross Receipts
2015	\$4,246,517
2014	\$3,421,768
2013	\$2,923,487

Based on the calculations provided above and pursuant to Richland County Ordinance 049-13HR; Sec. 2-641, Cox & Dinkins has met the SLBE Program graduation criteria. As a Richland County SLBE program



graduate, you will continue to have access to upcoming training and networking sessions provide by OSBO. Additionally, we encourage you to serve as a mentor to emerging businesses in the SLBE program. Thank you for your participation in the SLBE program and congratulations on the success of your firm.

Should you have any questions or need additional information, please call me at (803) 576-1540.

Sincerely,

Erica B. Wade
Manager

Cc: Brandon Madden, Acting Director Government and Community Services

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October 1, 2018

Ms. Suzy Howell
Civil Engineering Consulting Services, Inc.
200 Park Street, Suite 201
Columbia, SC 29201

RE: Gross Annual Revenue (GAR) Limits

Dear Ms. Howell:

The Richland County Office of Small Business Opportunity (OSBO) is committed to promoting, growing, building capacity, and providing resources to our small businesses through an inclusive, diverse, and supportive business environment. A significant component of our OSBO is the Small Local Business Enterprise Program governed by Richland County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states that "Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

The eligibility requirements and criteria for Engineering Services firms to remain in the SLBE Program are listed below. If one or both requirements are met, graduation is recommended for a firm.

- GAR within the largest primary NAICS commodity code averaged over the past three fiscal years may not exceed \$2.5 million dollars;
- No more than 50 full-time employees.

Upon our review of submitted documentation by Civil Engineering Consulting Services, Inc. for the Renewal Certification Application in 2016, it has been determined that the three (3) year GAR for Civil Engineering Consulting Services, Inc. is \$8,309,017.00 which has exceeded the \$2.5 million dollars threshold for Engineering Services. Our calculations are based upon the firm's GAR for following last three (3) fiscal years when you lasted applied:

Year Ending	Gross Receipts
2015	\$14,817,117
2014	\$5,678,226
2013	\$4,431,707

Based on the calculations provided above and pursuant to Richland County Ordinance 049-13HR; Sec. 2-641, Civil Engineering Consulting Services has met the SLBE Program graduation criteria. As a Richland County SLBE program graduate, you will continue to have access to upcoming training and networking sessions provide by the OSBO. Additionally, we encourage you to serve as a mentor to emerging businesses in the SLBE program. Thank you for your participation in the SLBE program and congratulations on the success of your firm.

Should you have any questions or need additional information, please call me at (803) 576-1540.

Sincerely,

Erica B. Wade
Manager

Cc: Brandon Madden, Acting Director Government and Community Services

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October 1, 2018

Ms. Regina K. Bennett
OLH, Inc.
8300 Dunwoody Place, Suite 205
Sandy Springs, GA 30350

RE: Gross Annual Revenue (GAR) Limits

Dear Ms. Bennett:

The Richland County Office of Small Business Opportunity (OSBO) is committed to promoting, growing, building capacity, and providing resources to our small businesses through an inclusive, diverse, and supportive business environment. A significant component of our OSBO is the Small Local Business Enterprise Program governed by Richland County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states that "Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

The eligibility requirements and criteria for Engineering Services firms to remain in the SLBE Program are listed below. If one or both requirements are met, graduation is recommended for a firm.

- GAR within the largest primary NAICS commodity code averaged over the past three fiscal years may not exceed \$2.5 million dollars;
- No more than 50 full-time employees.

Upon our review of submitted documentation by OLH, Inc. for the Renewal Certification Application in 2016, it has been determined that the three (3) year GAR for OLH, Inc. is \$6,370,483.00 which has exceeded the \$3 million dollars threshold for Professional Services. Our calculations are based upon the firm's GAR for following last three (3) fiscal years when you lasted applied:

Year Ending	Gross Receipts
2015	\$7,147,545
2014	\$6,634,623
2013	\$5,329,282

Based on the calculations provided above and pursuant to Richland County Ordinance 049-13HR; Sec. 2-641, OLH has met the SLBE Program graduation criteria. As a Richland County SLBE program graduate, you will

continue to have access to upcoming training and networking sessions provided by the OSBO. Additionally, we encourage you to serve as a mentor to emerging businesses in the SLBE program. Thank you for your participation in the SLBE program and congratulations on the success of your firm.

Should you have any questions or need additional information, please call me at (803) 576-1540.

Sincerely,

Erica B. Wade
Manager

Cc: Brandon Madden, Acting Director Government and Community Services



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October 1, 2018

Mr. Freeman H. Bell
Premier Constructors, Inc.
102 Briargate Circle, Suite B.
Columbia, SC 29210

RE: Gross Annual Revenue (GAR) Limits

Dear Mr. Bell:

The Richland County Office of Small Business Opportunity (OSBO) is committed to promoting, growing, building capacity, and providing resources to our small businesses through an inclusive, diverse, and supportive business environment. A significant component of our OSBO is the Small Local Business Enterprise Program governed by Richland County Ordinance No. 049-13HR and instituted to ensure broad-based competition from all segments of the vendor community.

Ordinance 049-13HR; Sec. 2-641 Eligibility for the Small Local Business Enterprises (SLBE) Program states that "Once the gross annual revenues (GAR) of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program."

The eligibility requirements and criteria for Engineering Services firms to remain in the SLBE Program are listed below. If one or both requirements are met, graduation is recommended for a firm.

- GAR within the largest primary NAICS commodity code averaged over the past three fiscal years may not exceed \$2.5 million dollars;
- No more than 50 full-time employees.

Upon our review of submitted documentation by Premier Constructors, Inc. for the Renewal Certification Application in 2016, it has been determined that the three (3) year GAR for Premier Constructors, Inc. is \$7,139,237.00 which has exceeded the \$7 million dollars' threshold for Construction Companies. Our calculations are based upon the firm's GAR for following last three (3) fiscal years:

Year Ending	Gross Receipts
2017	\$7,908,284
2016	\$4,342,874
2015	\$7,147,545

Based on the calculations provided above and pursuant to Richland County Ordinance 049-13HR; Sec. 2-641, Premier Constructors has met the SLBE Program graduation criteria. As a Richland County SLBE program



graduate, you will continue to have access to upcoming training and networking sessions provide by OSBO. Additionally, we encourage you to serve as a mentor to emerging businesses in the SLBE program. Thank you for your participation in the SLBE program and congratulations on the success of your firm.

Should you have any questions or need additional information, please call me at (803) 576-1540.

Sincerely,

Erica B. Wade
Manager

Cc: Brandon Madden, Acting Director Government and Community Services

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County – ***The Committee recommended Council approve staff’s recommendation with the elimination of the potential for jail time.***

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto – ***The Committee recommended Council approve a pilot program in neighborhoods that do not have HOAs; consult with Legal to ensure we are allowed to do this, so it is not said we are singling out these people over others; and potentially placing “No Overnight Truck Parking” signs at the entrance to neighborhoods.***

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification – ***The Committee recommended Council approve moving forward with staff’s recommendation.***



**Ordinance Review Ad Hoc Committee Meeting
Briefing Document**

Agenda Item

Information responsive to items discussed/questions raised at the last Ordinance Review Ad Hoc Committee meeting, held on November 15, 2016 and as documented in the attached meeting minutes (Attachment A).

Background

The Ordinance Review Ad Hoc Committee last met on November 15, 2016. A number of questions/directives were raised at that meeting. The below provides response/clarification for discussion at the next Committee meeting (TBD).

1. Item: An Ordinance Amending the Richland County Code of Ordinances; Chapter 18 Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County.

Action: The Committee voted to have staff review noise ordinances in other like-sized counties.

Response: See attached proposed ordinance changes from RCSD (Attachment B).

2. Item: An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto.

Committee Questions: Mr. Malinowski requested a definition of the following: "Rural Residential, Single-family Residential, Manufactured Home or General Residential".

Response: Per the zoning ordinance (Chapter 26), the following are *purpose* statements for each (there are no direct definitions):

- Rural Residential (RR) (26-87) - The RR District is intended to be used for single-family detached dwelling units and limited, private agricultural endeavors. The requirements for this district are designed to provide suitable open space for very low-density residential development so as to retain an optimum amount of open space to maintain a rural setting, yet afford residential developments a minimal amount of urban character. This district is a transition zone between the RU Rural District and the more urban RS-E and RS-LD Residential, Single-Family Low Density Districts.
- Single-Family Residential (there are several zoning districts related to single family residential)
 - Residential, Single-Family – Estate District (RS-E) (26-88) - The RS-E District is intended to be used for single-family detached dwelling units on large "estate" lots.

The requirements for this district are designed to provide for a low to medium density rural setting for residential development in areas that separate more urban communities from the truly rural portions of Richland County.

- Residential, Single-Family - Low Density District (RS-LD) (26-89) - The RS-LD District is intended as a single-family, detached residential district, and the requirements for this district are designed to maintain a suitable environment for single family living. Non-single family development normally required to provide the basic elements of a balanced and attractive residential area is also permitted.
- Residential, Single-Family - Medium Density District (RS-MD) (26-90) - The RS-MD District is intended as a single family, detached residential district of medium densities, and the requirements for this district are designed to maintain a suitable environment for single family living.
- Residential, Single-Family - High Density District (RS-HD) (26-91) - The RS-HD District is intended as a predominately single-family, detached residential district, and the requirements for this district that has higher densities and smaller permitted lot sizes are designed to maintain a suitable environment for single-family living. In addition to detached single-family development, the RS-HD District also permits attached single-family dwellings and nonresidential development typically found in residential areas.
- Manufactured Home Residential District (MH) (26-92) - The MH District is intended as a residential district allowing for single-family development, but also permitting the development of manufactured home parks subject to special requirements (see Section 26-151 of this chapter). This district will expand the range of housing opportunities available to the residents of Richland County while assuring that manufactured home parks are compatible with existing development in the area. Nonresidential uses normally required to provide the basic elements of a balanced and attractive residential area are also permitted.
- General Residential – Not sure what this is, but the associated ordinance references Multi-family residential in addition to the above:
 - Residential, Multi-Family - Medium Density District (RM-MD) (26-93) - The RM-MD District is intended to permit a full range of low to medium density multi-family housing types, along with single-family detached and zero lot line housing units. Non-residential development that is normally required to provide for the basic elements of a balanced and attractive residential area is also permitted. This district is intended to provide a transitional area between high-density areas and to permit medium density multi-family development in areas where existing conditions make higher density development inappropriate.
 - Residential, Multi-Family - High Density District (RM-HD) (26-94) - The RM-HD District is established to provide for high-density residential development in Richland County, allowing compact development consisting of the full spectrum of residential unit types where adequate public facilities are available. This district is intended to allow a mix of residential unit types to provide a balance of housing opportunities while maintaining neighborhood compatibility. This district may serve as a transitional district between lower density residential and low intensity commercial uses.

Action: The Committee recommended removing the “staging” language from the ordinance and have the acreage the same across the board. The suggestion from the Sheriff’s Department is 3 acres for tractor trailer and unlicensed and inoperable vehicles. The Sheriff’s Department



also recommended changing the ordinance language to address the covering of unlicensed and/or inoperable vehicles and insuring these vehicles are not visible from the roadway.

Response: See attached proposed ordinance changes from RCSD (Attachment C).

Action: Mr. Malinowski moved, seconded by Ms. Dixon, to instruct the Planning Department to immediately begin working on an ordinance that will layer the different areas of the County (i.e. Rural, Subdivisions and Neighborhoods, Urban and Suburban) to address the issues of vehicular parking. After legal review the ordinance will be brought back to committee in February. The vote in favor was unanimous.

Response: The Planning Department has been exploring ways, in concert with RCSD, to establish different standards for issues like rank vegetation and tractor trailer parking as dictated by area context (rural, suburban or urban places). To that end, the development of a fully vetted and nuanced map (and subsequent ordinance relating to Chapter 26, but potentially transferable to 17 and 18) is a part of our Code rewrite, currently underway.

Before that is completed, however, the attached could serve the same purpose (Attachment D). This map simplifies the County's future land use categories, broadly establishing rural, suburban and urban zones within unincorporated Richland County. Depending on the parcel's location as it relates to this, the rules for the items the Committee is reviewing could be different. While this is not scientific, it offers a productive point of departure.

3. Item: An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification

Action: The Sheriff's Department stated the complaints they have received from citizens is that 30 days is too long. The recommendation is for the 30 days to be changed to 14 calendar days and to include the "repeat offender" clause to allow the Sheriff's Department to cite the owner once the owner has been notified.

Mr. Malinowski requested the word "etc." be removed from letters (c) and (d).

Mr. Malinowski moved, seconded by Ms. Dixon, to reduce the height from 3 ft. to 1 ft. as requested by the Sheriff's Department. The vote in favor was unanimous.

Response: See attached proposed ordinance changes from RCSD (Attachment E). Note the ordinance currently sets the height at 2'; not 3'. Further, RCSD does not recall supporting a reduction to 1' and contends this would be very difficult to enforce, Countywide, with current staffing.



Sec. 18-3. Noise .

~~—(a) It shall be unlawful for any individual within any residential zone of the unincorporated areas of the county to use or operate any radio, receiving set, musical instrument, phonograph set, television set, or other machine or device for the producing or reproducing of sound, or to create, assist in creating, permit, continue, or permit the continuance of any noise, including vehicular noise, in excess of sixty-two (62) decibels between the hours of 7:00 a.m. and 10:00 p.m. of one day and in excess of fifty-five (55) decibels between the hours of 10:00 p.m. of one day and 7:00 a.m. of the following day, or in a manner which is deemed to be excessive by the county sheriff's department.~~

~~—(b) This section does not apply to industrial, commercial, or manufacturing noise; noise on construction sites; or noise generated from the lawful operation of farm equipment.~~

~~—(c) Notwithstanding the inclusion of the term "commercial" in subsection (b), above, the unlawful generation of noise as described in section 18-3(a) explicitly applies to nightclubs that sell alcoholic beverages.~~

~~—(d) This section shall be enforced by the county sheriff's department. A deputy sheriff responding to a complaint of excessive noise shall have the discretion to enforce this section by one of two means:~~

~~—(1) If the noise complained of appears to be excessive, the deputy may charge the violator with a misdemeanor;~~

~~—(2) If the noise violates the decibel levels set forth in subsection (a) hereof, the deputy sheriff responding to a complaint of excessive noise may charge the violator with a misdemeanor.~~

(a) Definition.

As used below, *plainly audible* means any sound that can be detected by a person using his or her unaided hearing facilities.

(b) Noise—Amplified sound from vehicles.

It shall be unlawful for any person to play, operate, or cause to be played or operated, any radio or other vehicular music or sound amplification or reproduction equipment in such a manner as to be plainly audible at a distance of 50 feet in any direction from the vehicle or plainly audible within the residential dwelling of another. The detection of the rhythmic bass component of the music or sound is sufficient to constitute a plainly audible sound. Prohibitions contained in this section shall not be applicable to emergency or public safety vehicles for sound emitted during job-related operation.

(c) Noise

(1) It shall be unlawful for any persons to make, continue, or cause to be continued, any loud, excessive, unnecessary, or disturbing noise, or any noise which either annoys, disturbs,

- injures, or endangers the comfort, repose, health, peace or safety of others, within the limits of the unincorporated area of the county, except with the permit of the sheriff.
- (2) A loud, excessive, unnecessary, or disturbing noise is defined as any sound regulated by paragraph (1) above, which is plainly audible at a distance of 50 feet from its source.
- a. The following noises shall be exempt from the prohibitions of paragraph (1), even when they cause a disturbance:
- i. Noise from domestic power equipment including, but not limited to, chain saws, sanders, grinders, lawn and garden tools or similar devices operated after 6:00 a.m. and no later than 10:00 p.m.
 - ii. Noise generated by any construction, demolition equipment, or mineral extraction (including crushing, screening, or segregating) or industrial or manufacturing noise.
 - iii. Emergency maintenance, construction or repair work.
 - iv. Noises resulting from any authorized emergency vehicles.
 - v. Noise from school bells, church bells or chimes.
 - vi. Any noise resulting from activities sponsored or co-sponsored by the county.
 - vii. Noise created by any government-sponsored events or privately organized sports, recreation, or athletic events.
 - viii. Noise generated by licensed hunting on property where it is allowed.
 - ix. Noise generated by agricultural or farming activities.
- (3) The complaints of three or more persons, or of one or more persons when combined with the complaint of the county sheriff or any lawful officer serving under him, is prima facie evidence that a sound regulated by paragraph (a) annoys, disturbs, injures, or endangers the comfort, repose, health, peace and safety of others, in violation of this section.
- (4) Noises audible in public streets or public places which violate the standards of this section are hereby declared to be public nuisances, which may be abated by the county sheriff or any lawful officer serving under him.
- (d) This section shall be enforced by the Richland County Sheriff's Department. Violations of this section shall be punishable by a fine of up to \$500.00 or imprisonment not to exceed 30 days. Each violation shall constitute a separate offense.

Sec. 17-10. Parking in residential and commercial zones of the county.

(a) For the purpose of this section, the following definitions shall apply:

(1) *Fitted cover*, for the purpose of this section, means a cover that conforms to the basic shape of the vehicle and covers all portions of such vehicle.

(2) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(3) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and exceeds a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

(4) *Trailer* (other than semi-trailer) means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle; and which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds. This definition excludes camping trailers, boat trailers, travel trailers, and utility trailers, as such are regulated in the Richland County Land Development Code at Section [26-173](#) (f).

(5) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County", as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are ~~one (1)~~ *three (3) acres* or greater in the (RU) Rural zoning district] unless the entire portion of such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at die residence, or is enclosed under a fitted cover.

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semitrailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading

and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point beyond twenty-four (24) hours.

(e) It shall be unlawful for a motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(f) All motor vehicles or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover. Licensed ~~automobile dealerships, automobile dealerships, body or mechanical repair shops, towing services,~~ persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(g) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law or, in the case of a motor vehicle, not capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district) for more than ~~forty-five (45) thirty (30)~~ consecutive days unless it is kept in an enclosed garage, in a carport, or protected from the elements by a fitted cover. ~~Licensed automobile dealerships, body or mechanical repair shops, towing services, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.~~

(h) *Penalties:* Upon a finding by a deputy sheriff of a violation, any offender shall have an opportunity to cure the violation within a prescribed period of time; provided that the period of time allowed shall not begin to run until notice of the violation is provided to the offender. Notice shall be sufficient if provided by personal contact directly with the offender or by talking on the telephone with the offender, by the offender having accepted written notice by certified mail, or by placement of a notice of violation on the vehicle, motor vehicle, truck tractor, semitrailer, or trailer. If the offender, resident, owner of the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer or owner of the real property on which the violation occurred fails to take proper corrective action, in the prescribed time, such person shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than five hundred (\$500.00) dollars or imprisoned for

not more than thirty (30) days, or both. Each day such violation continues after due notice shall be considered a separate offense. Any owner and/or operator of a vehicle, motor vehicle, truck tractor, semi-trailer, or trailer which is in violation of this section (or if the offender is unable to be located, any owner of land on which the violation occurred), and any person who commits, participates in, assists in, or maintains that violation may each be found guilty of a separate offense and suffer the penalties set forth herein. In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.

(i) *Administration and enforcement:* The Sheriff of Richland County shall be authorized to enforce the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.



(Ord. No. 061-01HR, § I, 9-4-01; Ord. No. 054-02HR, § II, 10-1-02; Ord. No. 040-03HR, § I, 6-3-03; Ord. No. 053-06HR, § I, 6-6-06; Ord. No. 009-10HR, § I, 2-16-10; Ord. No. 001-15HR, § I, 2-10-15)

RICHLAND COUNTY PROPOSED AREA TYPES

The Proposed Area Types on this map consolidate detailed uses put forth and adopted in the 2015 Comprehensive Plan. More information of the detailed Future Land Uses can be found in Section 5 [Pg. 19-61] of the Comprehensive Plan.

Nine [9] Future Land Uses are consolidated as:

Legend

-  Priority Investment Area
-  100 Year Floodplain
-  Municipalities
-  Urban
-  Suburban
-  Rural
-  Military Installation
-  Community Activity Center
-  Neighborhood Activity Center
-  Rural Activity Center

Urban

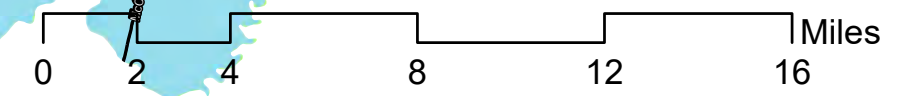
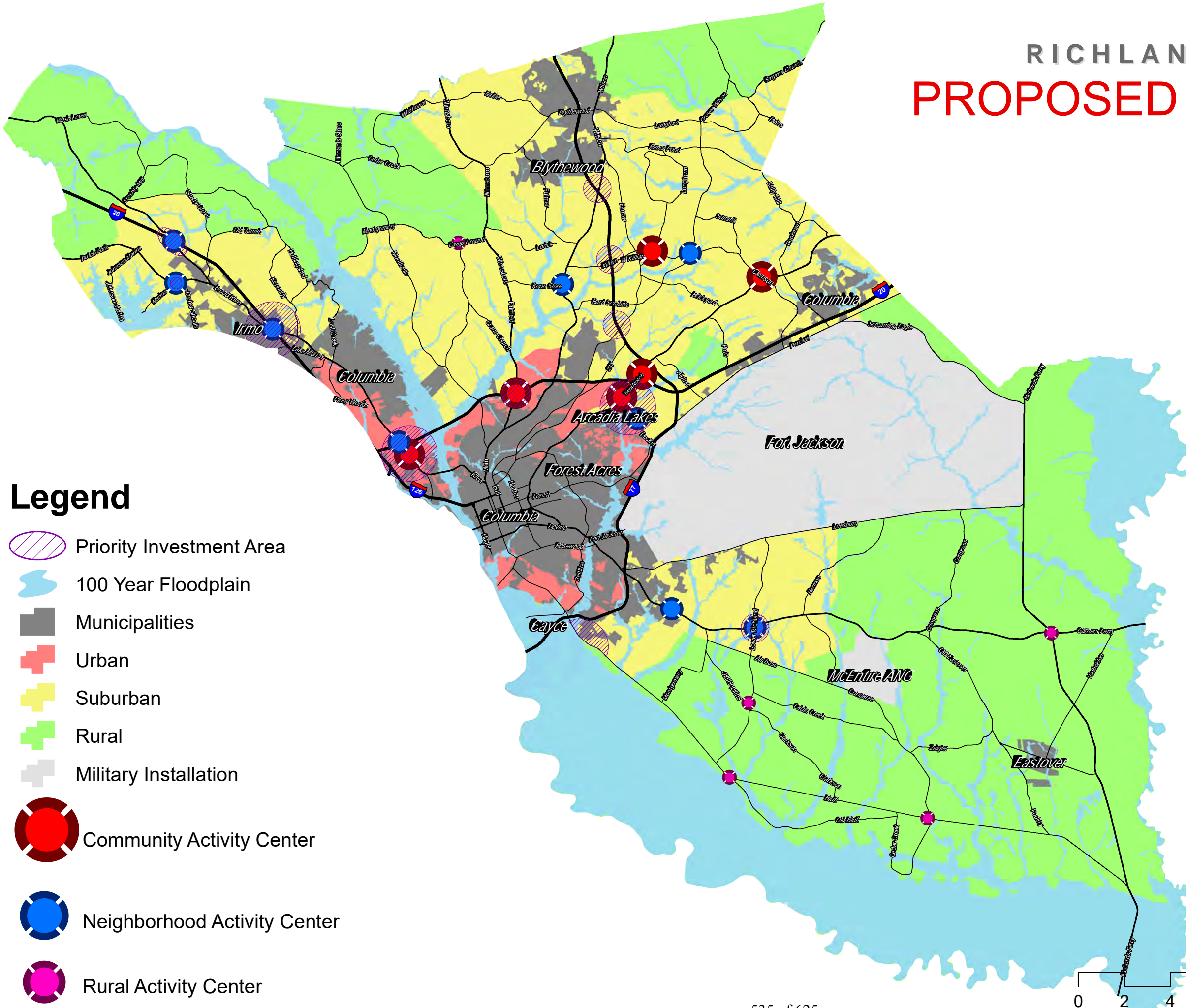
- Mixed Residential (High Density)
- Mixed-Use Corridor

Suburban

- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed-use Corridor
- Economic Development Center/Corridor

Rural

- Conservation
- Rural (Large Lot)
- Rural (Small Lot)



Sec. 18-4. Weeds and rank vegetation.

(a) *Definition.* For purpose of this section, the term “weeds and rank vegetation means dense, uncultivated, herbaceous overgrowth over two (2) feet in height, or briars and trailing vines exceeding ten (10) feet in length.

(b) *Declaration of nuisance.* Weeds and other rank vegetation allowed to grow to a height of two (2) feet and stand upon any lot or parcel of land in a developed residential area or commercial area within the county may be deemed and declared a nuisance in the judgment of the sheriff. For the purpose of this action, “residential area” is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced. “Commercial area” shall be defined as it is in section [26-21](#) of this code.

(c) *Duty of owner, etc., to cut.* It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area or commercial area within the county to cut, or cause to be cut, all weeds and other rank vegetation, as described in this section, as often as may be necessary to prevent the growth of such weeds and other rank vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from the road and each side property line.

(d) *Notice to owner, etc., to cut.* Whenever the sheriff shall find that weeds or other rank vegetation has been allowed to stand upon any lot or parcel of land in a developed residential area or commercial area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises. *In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.*

(e) *Failure to comply with notice.* If the person to whom the notice is directed, under the provisions of the preceding subsection, fails or neglects to cause such weeds or other rank vegetation to be cut and removed from any such premises within ~~thirty (30)~~ **fourteen (14) calendar** days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of section [1-8](#) of this code.

(f) *Removal by county.* In the event any property is determined to be a nuisance, and ~~thirty (30)~~ **fourteen (14) calendar** days has elapsed after such notice has been served, deposited in the United States Mail, or posted upon the premises, then the department of ~~public works special services~~ or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such weeds or other rank vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) *Work may be done by county upon request.* Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of ~~public-works~~ **special services** may enter upon any such lands and cut and remove the weeds or other rank vegetation therefrom, the charge and cost of such service to be paid into the county treasury. (Ord. No. 1130-84, §§ 1-7, 3-6-84; Ord. No. 1611-87, §§ 1-5, 5-5-87; Ord. No. 1843-89, §§ I-III, 3-7-89; Ord. No. 2086-91, §§ I, II, 4-16-91; Ord. No. 051-02HR, § III, 9-17-02; Ord. No. 010-10HR, § I, 2-16-10; Ord. No. 002-16HR, § I, 2-19-16)

Editor's note--Ord. No. 2154-91, § I, adopted Nov. 19, 1991, repealed in its entirety former section [18-4](#), which restricted smoking in public places and derived from Ord. No. 1568-86, § 1, adopted Jan. 31, 1987.

Sec. 5-1. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandon shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

Abuse shall mean the act of any person who deprives any animal of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any animal, or causes these things to be done.

Animal shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

Animal Care Officer shall mean any person employed by the county to enforce the animal care program.

Animal Care Facility shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this chapter.

At large shall mean a pet running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were historically domesticated for human companionship and service.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors which were not historically domesticated for human companionship and service.

Nuisance shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Maltreatment means the act of any person who deprives any animal of necessary sustenance or shelter, or inflicts unnecessary pain and/or suffering upon any animal, or causes these things to be done. This shall include failure of an animal owner to provide, or seek, medical care that would prevent unnecessary pain and/or suffering upon any animal.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.


Pet shall mean a domestic dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for the entry and exit and a floor so as to protect the pet from the elements of weather.

Under restraint shall mean a pet that is on the premise of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or a pet that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § I, 2-7-12)

Cross reference(s)--Rules of construction and definitions generally, § [1-2](#).

 Sec. 5-2. Differential county and commercial pet breeder license fees; rabies vaccination tags.

(a) It shall be unlawful for the owner of any pet to fail to provide any pet over four (4) months of age with a current county license tag. The owner of any pet over four (4) months of age must

also have a current rabies vaccination tag showing that such pet has been vaccinated by a licensed veterinarian. No license will be issued unless proof of inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have thirty (30) days in which to obtain the license.

(b) The county license fee for fertile pets shall be twenty dollars (\$20.00) per year. The county license fee for sterilized pets shall be four dollars (\$4.00) per year. Licenses will expire one (1) year after the date of issue, and owners will have until the end of the month of original issue to renew the licenses.

(c) The Animal Care Department shall annually provide a sufficient number of durable tags suitable for pets numbered from one (1) upwards on which shall be stamped the year and the words "pet license." Such tags must be worn by all pets in the county at all times. Any pet owner who has their animal tattooed may register the tattoo number with the Animal Care Department in addition to obtaining a tag.

(d) It shall be unlawful for a commercial pet breeder to fail to obtain a county commercial pet breeder license. The requirements for such a license are as follows:

(1) Individuals engaged or intending to engage in breeding as a business, occupation, or profession must obtain a commercial pet breeder license from the Animal Care Department. Additionally, such breeders must obtain a separate business license through the County's Business Service Center.

(2) First time applicants must have all pets that have reached the age of four (4) months, currently licensed with a County pet license, before applying for the commercial pet breeder license.

(3) The Animal Care Department, through its Animal Care Officers, shall conduct an inspection of the property for the license requested by the applicant to determine whether the applicant qualifies to hold a license pursuant to this section.

(4) During an inspection, an Animal Care Officer will be looking for the following:

a) The enclosure where the pets are being kept should be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.

b) The location of all pet enclosures should be in such a position so that it can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud and debris.

c) Every pet on the premises should have constant access to a clean and fresh water supply. All pets must also have an adequate amount of appropriate food to maintain each pet's normal condition of health.

d) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

e) Every pet that has reached the age of four (4) months on the premises must have a valid pet license on file with Richland County.

(5) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within (5) years of the date of application.

(6) License registration should be made prior to any litter being delivered. Failure to timely register under this ordinance may result in additional penalties.

(7) A commercial pet breeder license is not transferrable to another person or location.

(8) The inspection fee for a county commercial pet breeder license shall be one hundred (\$100.00) dollars annually. The license shall expire one year after the date of issue.

(9) Any violations found under the provisions of this Chapter shall be grounds for the suspension of the commercial pet breeder license if deemed necessary by the Animal Care Department. Re-instatement shall be determined on a case by case basis.

i. The commercial pet breeder license of any licensee whose license has been suspended shall remain inactive and all breeding shall cease until the license has been reinstated or a new license is issued.

(10) In addition to the inspection fee for the commercial pet breeder license, a pet breeder is required to adhere to the licensing requirements of the county pet license as set forth in subsections (a) and (b) of this section; so that there is a requirement of one (1) commercial pet breeder license per breeder in addition to one (1) county pet license per pet that has reached a minimum age of four (4) months and is still in their custody.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § II, 2-7-12)

📖 Sec. 5-3. Exemptions from differential licensing.

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet but will pay only a fee of four dollars (\$4.00) for each license and will not be required to have the pet spayed/neutered:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;

(2) Any owner of one or more purebred pets who can furnish proof of participation in nationally recognized conformation or performance events within the past twelve months.

(3) Any owner of a dog that is currently being used for hunting purposes and has properly been registered with a nationally recognized organization which sanctions hunting tests and/or field trials. Such registration must be accompanied by proper documentation that will be required to receive this exemption.

(b) Any owner of a dog which is trained to be an assistance dog for its owner shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county Animal Care Department shall maintain the name and address of each party to whom a license and tag have been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § III, 2-7-12)

📖 Sec. 5-4. Dangerous or vicious animals.

(a) No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his premises. A dangerous animal is unconfined as the term is used in this section if the animal is not securely confined indoors or confined in a securely enclosed and locked pen or "run" area upon the person's premises. The pen or run area also must have either: 1) sides six (6) feet high, or 2) a secure top. If the pen or structure has no bottom secured to the sides, the sides must be imbedded into the ground at a depth of no less than one (1) foot. However, the provisions of this section shall not apply to any animal that is owned by a licensed security company and is on patrol in a confined area.

(b) For the purposes of this section a dangerous or vicious animal shall be defined to be any one of the following:

(1) Any animal with a propensity, tendency or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or other domestic animals; or

(2) Any animal which attacks a human being or other domestic animal one or more times without provocation whether or not such attack occurs on the premises of the animal's owner; or

(3) An animal owned or harbored primarily or in part for the purpose of animal fighting or an animal trained for animal fighting.

(c) Any animal that has been determined to be a dangerous or vicious animal may be impounded by the Animal Care Department. Such animals shall not be euthanized unless the owner has surrendered the animal to the animal care facility and has completed and signed a surrender form or until a hearing is held before an appropriate magistrate and the magistrate has determined that the animal should be euthanized. However, if the magistrate has determined that the owner may redeem the animal, the Animal Care Department shall release the animal upon receipt of all redemption fees as described in Section [5-14](#), below. If the owner does not pay the redemption fees within five (5) days of the magistrate's order, the animal shall become the property of the Animal Care Department and may be euthanized.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § IV, 2-7-12)

📖 Sec. 5-5. Running at large – restraint.

(a) All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

(c) In the interest of public safety, if an Animal Care Officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal(s) onto private property and/or into an enclosed fenced yard. This authority may only be exercised if it has been determined by the officer that the animal is clearly able to enter and exit from the premises unrestrained and presents an immediate threat of bodily harm to public safety such as, but not limited to: aggressively charging, attempting to bite, or displaying obvious unprovoked acts of aggression. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint. If an immediate threat to public safety is absent, then a search warrant must be executed in order to enter an enclosed fenced yard.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § V, 2-7-12)

📖 Sec. 5-6. Removal of excrement.

The owner of every pet shall be responsible for the removal of any excretions deposited by his or her pet on public walks and ways, recreation areas, or private property other than that of the owner.

(Ord. No. 066-04HR, § I, 10-28-04)

📖 Sec. 5-7. Injured or diseased pets.

Anyone striking a pet with a motor vehicle or bicycle shall notify the county Animal Care Department who will then take action necessary to make proper disposition of the pet. Any pet received by the animal care facility in critical condition from wounds, injuries, or disease may receive sustaining treatment by a licensed veterinarian until such time as the owner of the pet is contacted. Every effort possible shall be made to contact the owner or veterinarian of the pet via information obtained from its tag or microchip. Any such pet in critical condition, as described in this section, may be humanely destroyed if the owner or veterinarian cannot be contacted within

two (2) hours. If the pet is in severe pain it may be destroyed immediately with agreement from a licensed veterinarian.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § VI, 2-7-12)

📖 Sec. 5-8. Nuisance animals.

(a) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control an animal as required by Section [5-5](#).

(2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a dangerous animal in a manner other than that which is described in Section [5-4](#).

(4) Maintaining animals in an environment of unsanitary conditions which results in offensive odors or is dangerous to the animal or to the public health, welfare or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the animals on the property.

(6) Allowing or permitting an animal to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining an animal that is diseased and dangerous to the public health.

(8) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(c) An animal that has been determined to be a habitual nuisance by the Animal Care Department may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

(d) Every female animal in heat shall be kept confined in a building or secure enclosure in such manner as will not create a nuisance by attracting other animals.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § VI, 2-7-12)

📖 Sec. 5-9. Animal care, generally.

(a) It shall be unlawful for an owner to fail to provide his or her animal(s) with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.

(b) It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans

[\(c\) -It shall be unlawful for any person to maltreat any animal as defined in Sec. 5-1 of this chapter.](#)

(~~de~~) It shall be unlawful for a person to dye or color artificially any animal or fowl, including but not limited to rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the County.

(~~ed~~) It shall be unlawful for any owner to abandon an animal in the unincorporated area of the county.

(Ord. No. 066-04HR, § I, 10-28-04)

📖 Sec. 5-10. Sale of pets.

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live pet, on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair or carnival.

(b) No person shall offer a pet as an inducement to purchase a product, commodity or service.

(c) No person shall sell, offer for sale or give away any pet under eight (8) weeks of age, except as surrender to a municipal and/or county animal care facility or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, municipal and/or county animal care facilities, and licensed pet rescue organizations are exempt from the requirements of this section.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § VIII, 2-7-12)

📖 Sec. 5-11. Care of animals during transport.

During transportation, an animal must be provided adequate space and ventilation, and must not be confined in one area for more than thirty-six consecutive hours without being adequately exercised, rested, fed, and watered.

(Ord. No. 066-04HR, § I, 10-28-04)

📖 Sec. 5-12. Seizure and right of entry to protect abandoned, neglected, or cruelly treated animals.

(a) Animal Care Officers and/or Richland County Sheriff's Department Deputies may seek consent from an owner to enter any premises. If consent is obtained Animal Care Officers and/or Sheriff's Deputies may examine any animal(s) and may take immediate custody of the animal(s) when, in his or her opinion, it requires removal from the premises. If the owner does not give permission, the Animal Care Officer and/or Richland County Sheriff's Deputy may obtain a search warrant to enter any premises upon which it is suspected a violation of this chapter exists. Once upon the premises, the officer and/or Sheriff's Deputy may examine such animal and may take immediate custody of the animal when, in his or her opinion, it requires removal from the premises. The Animal Care Officer and/or Sheriff's Deputy shall thereafter petition the appropriate magistrate for a hearing, which shall be a civil proceeding. The hearing shall be set not more than ten days from the date of the seizure of the animal to determine whether the owner, if known, is able to adequately provide for the animal and is a fit person to own the animal. The Animal Care Officer and/or Deputy Sheriff shall cause to be served upon the owner, if known and residing within the jurisdiction wherein the animal is found, written notice at least five (5) days prior to the hearing of the time and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the animal was found, the Animal Care Officer and/or Deputy Sheriff shall post a copy of the notice at the property where the animal was seized. If the pet or animal is seized by the Richland County Sheriff's Department pursuant to this Section the Sheriff's Department will as soon as practicable turn over custody and care of the pet or animal to the Animal Care Department. The pet or animal shall remain in the custody and care of the Animal Care Department until such matter is heard before the magistrate. The magistrate shall make the final determination as to whether the animal

is returned to the owner or whether title is transferred to the Animal Care Department whereby the animal may be put up for adoption or humanely destroyed. If the magistrate orders the return of the animal to its owner, the animal care facility shall release the animal upon receipt from the owner of all redemption fees as described in Section [5-14](#), below. If the owner does not pay the redemption fees within five (5) days of the magistrate's order, the animal shall become the property of the Animal Care Department and may be placed for adoption or euthanized. The court, in determining whether the owner is able to adequately provide for the animal or is a fit person to own the animal, may take into consideration, among other things, the owner's past record of convictions under this chapter, or one similar thereto, and the owner's mental and physical condition.

(b) Nothing in this section shall be construed to prohibit the euthanization of a critically injured or ill animal for humane purposes.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § IX, 2-7-12)

Sec. 5-13. Impounding.

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer gun. The Animal Care Department may, thereafter, make available for adoption or humanely destroy impounded animals not redeemed within five (5) days. Animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian, to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county Animal Care Department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal care facility.

(c) The county may transfer title of all animals held at its animal care facility after the legal detention period has expired and its owner has not claimed the animal.

(d) A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license tag or rabies vaccination tag pursuant to Section [5-2](#); or traceable number, tattoo or microchip pursuant to S.C. Code § 47-3-510 (Supp. 1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has 14 days from the date of mailing to contact the animal care facility for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees or other charges. If the owner does not make contact within 14 days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care facility. For animals impounded at the animal care facility, the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian, shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S. C. Code § 47-3-540 (Supp. 1999).


Notwithstanding the above, animals impounded at the animal care facility, which are deemed by the Superintendent of Animal Services, or his/her designee in agreement with a licensed veterinarian to constitute a danger to other animals or persons at the facility, or which are infectious to other animals, in pain or near death may be humanely destroyed.

(e) Any animal found "at large" may be impounded by the Animal Care Officer and may not be redeemed by its owner unless such redemption is authorized by the county Animal Care Department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal surrendered to the Animal Care Department or animal care facility may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

(g) It shall be unlawful for any person to furnish false information on the animal surrender form.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § X, 2-7-12)

 Sec. 5-14. Redemption.

(a) The owner or keeper of any pet that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet at any time within the legal detention period outlined in Section [5-13](#) upon payment of a fee as follows:


(1) For a pet that has been properly inoculated, licenced, microchipped, and neutered or spayed, the fee shall be \$10.00.

(2) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, the cost of microchipping the pet, and the cost of spaying or neutering the pet. No fertile pet shall be redeemed or adopted unless one of the criteria under the exceptions provisions in subsections [5-3\(a\)\(1\)](#) - (3) has been met. No pet will be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections [5-3\(a\)\(1\)](#) - (3) when the animal has been impounded a second time for any violations of Sections [5-4](#); [5-5](#); [5-6](#); [5-8](#); [5-9](#); [5-10](#); [5-11](#); [5-12](#) or [5-13](#).

(b) In addition to the redemption fee, an impound fee of \$20.00 and ~~a board fee of \$6.00 per day per pet shall be paid by the owner or keeper when a pet is redeemed~~ payment of all expenses incurred related to the care and custody of the animal which include but are not limited to: boarding, food, medical, transportation, and dental treatment.

(c) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § XI, 2-7-12)


 Sec. 5-15. Adoption.

(a) Any animal impounded under the provisions of this chapter may at the end of the legal detention period be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet surrendered to the Animal Care Department or animal care facility may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § XII, 2-7-12)

 Sec. 5-16. Prohibited; exceptions.

(a) Except as provided in subsection [5-16\(d\)](#), it shall be unlawful for any person to sell, own, keep, harbor, or act as custodian of a:

- (1) a. Nondomestic member of the family felidae;
- b. Wolf-dog hybrid containing any percentage of wolf;
- c. Badger, wolverine, weasel, skunk and mink;
- d. Raccoon;
- e. Bear;
- f. Nonhuman primate to include ape, monkey, baboon, macaque, lemur;
- g. Marmoset, tamarin and other species of the order primates;
- h. Bat;
- i. Alligator, crocodile and caiman;
- j. Scorpion;
- k. Constricting snake of the following species: reticulated python, python reticulatus; Burmese/Indian rock python, python molurus; rock python, python sebae, and anaconda, eunectes murinus;
 - l. Venomous reptile; or
 - m. Lizard over two feet which are members of the family varanidae.

(b) It shall be unlawful for any person to own, keep, harbor, act as custodian of, expose to public view or contact, exhibit either gratuitously or for a fee, any wild or feral animals identified in this subsection, or any animal of mixed domestication and feral lineage within the unincorporated areas of the county on public or private property, except as provided in subsection [5-16\(d\)](#).

(1) Any Richland County resident, who prior to the effective date of this ordinance, had pre-existing ownership or possession of any animal prohibited under this section shall have 180 days to comply. This 180 day period shall begin concurrent with the effective date of this ordinance.

(c) Wild or feral animal means:

(1) Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;

(2) Any non-domesticated member of the order Carnivora;

(3) The following animals which shall be deemed to be wild or feral animals per se:

- a. All nondomestic members of the family felidae;
- b. Wolves, wolf-dog hybrids containing any percentage of wolf, coyotes and foxes;
- c. Badgers, wolverines, weasels, skunks and mink;
- d. Raccoons;
- e. Bears;
- f. Nonhuman primates to include apes, monkeys, baboons, macaques, lemurs, marmosets, tamarins and other species of the order primates;
- g. Bats;
- h. Alligators, crocodiles and caimans;
- i. Scorpion;
- j. Any snakes or venomous reptile; or
- k. Lizards over two feet which are members of the family varanidae;

(d) The prohibition contained in subsections (a), (b) and (c) above, shall not apply to the keeping of wild or feral animals in the following circumstances:

(1) The keeping of wild or feral animals in a public zoo, bona fide education or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.

(2) The keeping of wild or feral animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show, properly licensed and permitted by state and local law.

(3) The keeping of wild or feral animals in a bona fide, licensed veterinary hospital for treatment.

(4) The keeping of wild or feral animals by a wildlife rescue organization with appropriate permits from any state or local regulatory body.

(Ord. No. 005-12HR, § XIII, 2-7-12)

📖 Sec. 5-17. Interference with animal care officers.

It shall be unlawful for any person to interfere with, hinder, or molest an Animal Care Officer [and or Richland County Sheriff's Deputies](#) in the performance of his or her duty or seek to release any [pet-animal](#) in his/her custody without his/her consent.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § XIII, 2-7-12)

📖 Sec. 5-18. Complainant's identification to remain confidential.

The identity, or information tending to reveal the identity, of any individual who in good faith makes a complaint or otherwise discloses information, which alleges a violation of this chapter, shall remain confidential to the agency receiving the report unless the complainant authorizes the release of his or her identity.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § XIV, 2-7-12)

📖 Sec. 5-19. Penalties.

(a) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.

(b) The owner or person having charge or custody of an animal cruelly used who is convicted of any violation of this chapter forfeits ownership, charge, or custody of the animal and at the discretion of the court, the person who is charged with or convicted of a violation of this chapter must be ordered to pay costs incurred to care for the animal and related expenses.

(Ord. No. 066-04HR, § I, 10-28-04; Ord. No. 005-12HR, § XVI, 2-7-12)

THREE RIVERS GREENWAY



SEE NEXT PAGE FOR OVERVIEW OF COSTS.

THREE RIVERS GREENWAY

Total Project Cost =	\$ 5,921,467.00	
Facilities:	Costs:	% Complete:
• Bathroom "A" =	\$ 178,018.00	80%
• Bathroom "B" =	\$ 167,414.00	70%
• Park Ranger ¹ =	\$ 210,945.00	25%
• Fire Dept. Building ¹ =	\$ 172,590.00	0%
• Parking Lot, Driveway & Gate =	<u>\$ 121,290.00</u>	75%
Total Facilities Costs =	\$ 850,257.00	
Total Cost (Less Facilities) ² =	\$ 5,071,210.00	

¹ Both buildings were combined in the contract price \$ 383,535.00

² Costs include mobilization, bonds/insurance, staking & grading, clearing, removal & disposal, concrete, boardwalks, bridges, electrical work, benches, picnic tables, drinking fountains, trash receptacles, signage, erosion control items, grassing, guardrail, etc.



Property Distribution Management Ad Hoc Committee Meeting Briefing Document

Agenda Item: Department of Juvenile Justice Facility Recommendation

Background: The Department of Juvenile Justice (DJJ) currently resides in the Richland County Courthouse. On August 10, Ms. Jeanette McBride wrote that Family Court needs all of the office space currently occupied by DJJ in the Courthouse and therefore DJJ must vacate the premises. On August 17, Richland County Operation Services met with DJJ regarding available space and showed them the Oneil Court property as a possible location that could be immediately available. On August 30, Dr. Yudice received a letter from the Director of DJJ, Mr. Freddie Pough, detailing DJJ's requirements. The Clerk of Court has stated all DJJ personnel need to vacate the Courthouse by December 31, 2018.

Issues: There is limited time to locate and operationalize a property for use by DJJ and any solution involves some cost. DJJ was not keen on using space available in 2009 Hampton (former All Medical property). The facility is in good condition and up fitting could likely be accomplished in the period needed. This solution would also use space in the Dept. of Health building. A permanent solution is needed. An other immediate solutions would involve the use of the Haverty's property.

Fiscal Impact: Relocation of the DJJ to the County's Oneil Court property could cost up to \$50,000 in up fitting. Use of 2000 Hampton and 2009 Hampton or use of the Haverty's should cost considerably less and offer a temporary fix to the immediate problem.

Past Legislative Actions: NA

Alternatives/Solutions:

1. Near Term: Authorize the use 1000 sf of 2000 Hampton available from the Department of Public Health, 1st Floor and retrofit space and parking availing at 2009 Hampton (former All Medical Building). This can likely be accomplished in the required time pending demand on Operational Services. 1.2 miles from the Courthouse and near bus stops.
2. Near Term: Authorize the use of the Haverty's building at 1430 Colonial Life Blvd and retrofit for DJJ use. This can likely be accomplished in the required time pending demand on Operational Services. 5 miles from the Courthouse and near bus stops.
3. Long Term: Authorize staff to begin renovations on the Oneil Court property for as a permanent location for DJJ. The property cannot be renovated by the December deadline. 7 miles to the Courthouse and near bus stops.
4. Long Term: Investigate the use of 7615 Wilson Blvd, attached to the future Upper Township Magistrate, as a permanent location for DJJ. This would involve not using the attached space for another Sherriff's Sub-Station. 8.5 miles to the Courthouse generally near bus stops.
5. Long Term: Locate a new property for use by DJJ.

Staff Recommendation: The staff recommends Near Term Solution 1. This has the highest potential to meet the time constraints and minimizes cost. If distance is a concern, it maintains the closest proximity to the Courthouse with ample bus transportation.



JEANETTE W. McBRIDE
Clerk of Court

VIRGINIA F. BELCHER
Chief Deputy Clerk of Court



MAILING ADDRESS:
POST OFFICE BOX 2766
COLUMBIA, SC 29202-2766

TELEPHONE:
Phone: 803.576.1934
Fax: 803.576.1785
TDD: 803.748.4999

RICHLAND COUNTY CLERK OF COURT

Richland County Judicial Center
1701 Main Street, Room 205
Columbia, South Carolina 29201

August 10, 2018

Many of you already know of my many requests to have DJJ move from offices that they occupy in the Judicial Center.

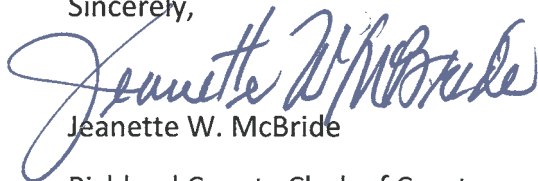
Approximately three to four years ago after studying space issues in the Family Court area I discovered there were three employees sharing one office; three employees sharing a judges' reception space; one employee office was in a small corner closet; four employees in cubicles; and five employees in a small area file room.

I have worked and communicated with Dr. Yudice, Brandon Madden, Mr. Pruitt, and Mr. Washington, the county's DJJ Director, and informed them that I plan to use the space that DJJ occupies for the operation of Family Court.

Please accept this letter as my formal notice that the Department of Juvenile Justice will no longer have office space in the Richland County Judicial Center. I am requesting the office be vacated by September 1, 2018. I have scheduled for Family Court to begin their move into the space on September 4, 2018.

If there are any questions in regard to my decision, I can be reached at 803-576-1929 or 803- 351-2774.

Sincerely,


Jeanette W. McBride
Richland County Clerk of Court

RECEIVED
2018 AUG 13 PM 12:24
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE



South Carolina

DEPARTMENT OF
JUVENILE JUSTICE

Freddie B. Pough, Director

P.O. Box 21069
Columbia, SC 29221-1069

www.state.sc.us/djj



Henry McMaster
Governor
State of South Carolina

August 30, 2018

Dr. Sandra Yudice
Assistant County Administrator
Richland County Government
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

Dear Dr. Yudice:

I would like to express my gratitude to you and the Richland County Staff for meeting with my team on August 17, 2018 to explore our office needs. As you are aware, SCDJJ's Richland County office has been located at the courthouse since the courthouse was built and there are 28 Full-Time Permanent Employees in this office. Clerk of Court McBride has provided written notice that she needs SCDJJ to vacate current occupied offices by September 1, 2018. The most recent communication in both writing and in meetings with Clerk of Court McBride, is that SCDJJ will be able to continue to occupy 10 offices in the Richland County courthouse and will be able to share a break room, bathrooms, file storage and a conference room in the existing courthouse office space.

In Richland County, SCDJJ needs to house 18 employees who will be displaced by this move, each of them provides supervision of youth on probation supervision. However, for future planning, we would like to consider a space that will accommodate our entire staff. In order to meet the needs of our clients and Richland County residents we are requesting the following space accommodations:

- 100 square feet per employee to allow space for both a client and their parent to meet in a private space to keep HIPPA, protected juvenile, and personal identifying information; confidential.
- 50 parking spaces to accommodate 5 state vehicles, 18 personal vehicles and parking for 25-36 clients at a time. Clients meet with their probation officer at least monthly, but as often as weekly. Each probation officer has client caseloads that vary from 20-40 clients and typical visits need to occur after school during the school year and in the summer at any time beginning at 8:30am-6:00pm Monday through Friday.

Office of the Director
Synergy Business Park, Winthrop Building
220 Executive Center Drive, Columbia, SC 29210
Telephone: 803-896-5940

Dr. Sandra Yudice
August 30, 2018
Page Two

- Flexible availability of the office space in the evening and on weekends would be an advantage and benefit to the parents of our clients who work a Monday-Friday 8:30-5:00 schedule and need to meet with SCDJJ staff outside of their work schedule. This would also give us the opportunity to enhance services available on-site to our clients.
- It is important for our clients, their parents and our employees that we have ADA accommodating facilities for both doorways, bathrooms, and ramps for building access.
- Access to a meeting space to accommodate 20 individuals for case staffing and training.
- File storage space of 80 square feet.
- Computer room 80 square feet for an SCDJJ server and 2 network (printer, copier, scan) workstations.
- Access to a breakroom with a sink, refrigerator and microwave.
- Nearby access to public transportation.
- Client waiting area for 12-16 clients/parents.
- Reception area to sign-in clients and notify case-managers of their waiting appointments.

Unfortunately, it appears that there is not a space currently available in Richland County to meet these needs. We are seeking your assistance and that of County Council to locate the office space that is needed in Richland County for SCDJJ.

With kind regards,



Freddie B. Pough
Director

FBP/smm



Property Distribution Management Ad Hoc Committee Meeting Briefing Document

Agenda Item: Library Request to use the Old Antique Mall Parking Lot

Background: Dr. Yudice received a request from the Richland Library to use the Old Antique Mall parking lot that is directly north of the St. Andrews Library on Broad River and St. Andrews Pkwy for overflow parking for events and employee parking. There were issues with illegal parking and towing which were resolved.

Issues: The property, as a whole, is uninsurable due to the deteriorated state of the building. The library would be responsible for accidents occurring on the property just as they are for accidents in their building and current parking lot. This risk would transfer to the library in a lease rather than an inter-governmental agreement or other informal usage agreement. If the County enters into a lease with the Library, the Library would be responsible for partitioning off the parking area to meet their needs and comply with any laws pertaining to parking lots.

Fiscal Impact: There is no known monetary impact to the County unless the County is required to make the improvements to the parking area for the Library. If required, there would be labor and material charges yet to be determined.

Past Legislative Actions: NA

Alternatives/Solutions:

1. Authorize staff to divest of the property as is.
2. Authorize staff to research demolition of the structure and retain the property for future use or divestiture.
3. Enter into a lease with the Library for limited use of the parking area.

Staff Recommendation: No recommendation



From: [Huggins, Melanie](#)
To: [SANDRA YUDICE](#)
Cc: [Brandon Madden](#)
Subject: FW: parking for St Andrews customers and staff
Date: Friday, August 17, 2018 9:57:20 AM
Attachments: [image001.png](#)
Importance: High

Hello Dr. Yudice:

Can you talk to me this afternoon about this issue?

It seems the former owner of the antiques mall may be acting inappropriately at the expense of library users and staff.

Also, I'd like to propose an agreement between the library and the county about allowing our staff and/or customers to park there and letting us monitor use that is inappropriate.

Tamara on my team did reach out to Joyce Dickerson yesterday and I'd like to share that conversation with you as well so you have it as background.

I'm taking my children to the doctor this AM but should be back in the office by 1:00.

Let me know if that works for a call or later today.

Many thanks!
Melanie



Melanie Huggins

Executive Director | Richland Library
1431 Assembly St. | Columbia, SC 29201
(p) 803.929.3422 | (f) 803.929.3438
Access Freely at RichlandLibrary.com.

From: "Coleman, Georgia" <gcoleman@RichlandLibrary.com>

Date: Friday, August 17, 2018 at 9:44 AM
To: "Huggins, Melanie" <MHuggins@RichlandLibrary.com>
Subject: Fwd: parking for St Andrews customers and staff

Sent from my iPhone

Begin forwarded message:

From: "DuPre, Michelle" <MDuPre@RichlandLibrary.com>
Date: August 16, 2018 at 1:49:08 PM EDT
To: "Hipp, Caroline" <CHipp@RichlandLibrary.com>, "Coleman, Georgia" <gcoleman@RichlandLibrary.com>
Subject: RE: parking for St Andrews customers and staff

We had 20 vehicles over there around 1pm today. We have Charleston's Law School here today.

Thank you for reaching out to Tamara.

From: Hipp, Caroline
Sent: Thursday, August 16, 2018 10:20 AM
To: King, Tamara <TKing@RichlandLibrary.com>
Cc: Coleman, Georgia <gcoleman@RichlandLibrary.com>
Subject: parking for St Andrews customers and staff

Hi Tamara,
Would you be able to reach out to Joyce Dickerson to try to get permission for us to park at the former Antiques Mall across St. Andrews Parkway from the library? Per the tax assessor's records online, this property was purchased by the county on 3/15/18 for \$750,000. On Tuesday a staff member and several customers' cars were towed from the site. The company paying the towing company is Moneyline Properties. Michelle DuPre called them and they insist they still own the property. While the towing incident was happening 2 days ago, a Richland County investigator arrived and told Michelle they have been monitoring a tow-truck scam situation in that area.
Please let me know if you need more info, or if I can help in any way.
Thanks!

Caroline Hipp
Director of Library Experience, Branches | Richland Library
1431 Assembly St. | Columbia, SC 29201
(p) 803.929.3461 | (e) chipp@richlandlibrary.com

Access Freely at RichlandLibrary.com.

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



22 October 2018
CP 01-04

From: Michael A. Niermeier, Capital Projects Manager
To: Dr. Sandra Yudice, Assistance Administrator

CC: Brandon Madden, Assistant to the Administrator
Judge Tomothy Edmond, Chief Magistrate

Ref: (1) July 28, 2016 Letter from Interim County Administrator to Chief Magistrate, Magistrate Offices
(2) Sept 26, 2016 Memorandum from Capital Projects Program Manager and Interim County Administrator, Upper Township Magistrate Property

Attachment: (1) Magistrate Properties
(2) Magistrate Coverage by Council District

Subject: REQUEST FOR INFORMATION REGARDING RICHLAND COUNTY MAGISTRATE FACILITIES

The following information is provided pursuant to a request from Councilwomen McBride on October 21st regarding disposition of the ten (10) Magistrate Facilities in Richland County.

Summary Information:

- Nine (9) of the Magistrate Facilities are currently located in the appropriate Magistrate District.
- Five (5) of the current Magistrate Facilities are in leased space.
- Two (2) are currently located in the Central Court Facility. The Hopkins Magistrate will relocate to a new facility in the Hopkins Magistrate District in 2019.
- The Upper Township Magistrate will relocate to a new facility in the Upper Township Magistrate District in 2019. See reference (2).
- The Dentsville Magistrate is in need of a new location. The previous O'Neil Court property was determined cost prohibitive to renovate and a plan to use space in Columbia Place Mall was deferred.

Reference (1) outlines a six (6) year plan to replace seven (7) magistrate offices located in rented space to County-owned facilities. A schedule and list of facilities was included. The Hopkins and Upper Township projects are already underway. Staff has identified a potential location for the Dentsville Magistrate on property that Richland School District Two wants to donate to the County. The property is in the Dentsville Magistrate District and in Council District 8. Locations for the remaining facilities of Olympia, Waverly, Pontiac and Lykesland have not been explored.

Please let me know if there are further questions.

Michael A. Niermeier
Capital Projects Program Manager



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

July 28, 2016

To: The Honorable Donald Simons, Chief Magistrate, Richland County
From: Gerald Seals, Interim County Administrator
Subject: Magistrate Offices

The County Administration is committed to providing quality services to our constituents in an efficient and effect manner. Ensuring that County Magistrates have appropriate facilities to carry out their responsibilities assists in honoring that commitment. As detailed below, a process is provided to facilitate the replacement of Magistrate offices from rented facilities to County-owned facilities

County Council committed to biennial bond issuance of \$1.6 million to replace the rented Magistrate offices with new County-owned facilities to complete this conversion. The facility upgrades will fit within the financial means of the County which will require approximately six years to complete. Where opportunities for location partnerships with other County agencies or departments for co-location exist, those partnerships will be explored.

To this end, the replacement of Magistrate offices from rented facilities to County-owned facilities will be provided on the following schedule:

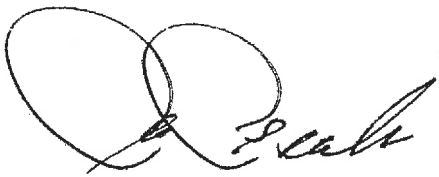
<u>Magistrate Office</u>	<u>Estimated Cost</u>	<u>Site Identified</u>	<u>Begin Construction</u>	<u>Complete Construction</u>
Dentsville (renovation)	\$ 757,000	Dec. 2015	Jan. 31, 2016	May 31, 2017
Hopkins (new construction)	\$1,000,000	Aug. 30, 2016	Mar.1, 2017	Feb. 28, 2018
Upper Township (renovation)	\$ 800,000	Aug. 30, 2016	Mar. 1, 2017	Oct. 31, 2017
Olympia (renovation)	\$ 875,000	Nov. 30, 2017	Mar. 31, 2018	Nov. 30, 2018
Waverly (renovation)	\$ 875,000	Sept. 30, 2019	Jan. 31, 2020	Sept. 30, 2020
Pontiac (renovation)	\$ 875,000	Sept. 30, 2019	Jan. 31, 2020	Sept. 30, 2020
Lykesland (renovation)	\$ 875,000	Sept. 30, 2021	Jan. 31, 2022	Sept. 30, 2022

County Council approved the Design/Build method of construction of new facilities or the rehabilitation of existing structures. This method will be utilized and managed by Administration for the duration of these facility upgrades. You and your staff will be consulted on the site locations and the needs of each facility.

SUBJ: Magistrate Offices

Currently, Administration is in the process of securing Design/Build professional services for the Dentsville renovation. A contractor will be secured by September 1, 2016. For all future projects, this procurement process is considered in the schedules.

Chad Fosnight, Capital Projects Manager is the designated lead staff to complete these projects. He will schedule a time to meet with you monthly to review the status of the projects. He will also provide monthly status reports.

A handwritten signature in black ink, appearing to read "Chad Fosnight". The signature is written in a cursive style with large, overlapping loops.

CC: Roxanne Ancheta, Assistant County Administrator
Kevin Bronson, Assistant County Administrator
Warren Harley, Assistant County Administrator
Chad Fosnight, Capital Projects Manager



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

Reference 2

MEMO

To Gerald Seals, Interim County Administrator
From Chad Fosnight, Capital Projects Program Manager
Date September 26, 2016
Subject Upper Township Magistrate Property

In an effort to relocate all of the County's magistrates into county-owned facilities, a property has been located on Wilson Blvd which will suit the needs of the Upper Township Magistrate. This property has been reviewed by Chief Magistrate Simons. He feels that when renovated this facility will accommodate all of the needs for the Upper Township magistrate and is located in an area that will be convenient to the citizens in this district.

In addition, the identification of this property allows us to maintain the schedule provided to Council which stated the Dentsville (already under County ownership), Hopkins and Upper Township magistrates were the highest priority.

The attached purchase requisition has contingency's built in that allow for property feasibility studies (i.e. appraisal) and Council approval. I have also included the memo sent to Council identifying the proposed schedule and estimated costs for each project.

If you have any questions or concerns please let me know, if not I would greatly appreciate your signature on the 3rd page of the agreement so that we can begin the due diligence period.

Sincerely,

Chad Fosnight
Capital Projects Program Manager

Approved
9/26/16
Adm RAT

Magistrate Offices

Attachment 1

Blythewood Magistrate

118 McNulty Street

Blythewood, SC 29016

Magistrate District: Blythewood Magistrate District

Council District: District 2

Own/Lease: Own

Dutch Fork Magistrate

1019 Beatty Road

Columbia, SC 29210

Magistrate District: Dutch Fork Magistrate District

Council District: District 2

Own/Lease: Own

Columbia Magistrate

3875 Lucius Road

Columbia, SC 29201-1120

Magistrate District: Columbia Magistrate District

Council District: District 5

Own/Lease: Own

Eastover Magistrate

501 Main Street

Eastover, SC 29044

Magistrate District: Eastover Magistrate District

Council District: District 10

Own/Lease: Own

Dentsville Magistrate

2500 Decker Blvd

Columbia, SC 29206

Magistrate District: Dentsville Magistrate District

Council District: District 8

Own/Lease: Own, Temporary tenant in the Central Court Facility

Hopkins Magistrate

2500 Decker Blvd

Columbia, SC 29206

Magistrate District: Dentsville Magistrate District

Council District: District 8

Own/Lease: Own, Temporary tenant in the Central Court Facility. New facility being built in Hopkins Magistrate District/ Council District 10.

Magistrate Offices

Lykesland Magistrate

1403 Caroline Road

Columbia, SC 29209

Magistrate District: Lykesland Magistrate District

Council District: District 11

Own/Lease: Lease

Olympia Magistrate

1601 Shop Road

Columbia, SC 29201

Magistrate District: Olympia Magistrate District

Council District: District 10

Own/Lease: Lease

Pontiac Magistrate

10509 Two Notch Road

Elgin, SC 29045

Magistrate District: Pontiac Magistrate District

Council District: District 9

Own/Lease: Lease

Upper Township Magistrate

400 Northeast Drive

Columbia, SC 29203

Magistrate District: Upper Township Magistrate District

Council District: District 3

Own/Lease: Lease. New facility being built in Upper Township Magistrate District/ Council District 7.

Waverly Magistrate

2712 Middleburg Drive

Columbia, SC 29204

Magistrate District: Waverly Magistrate District

Council District: District 3

Own/Lease: Lease. New facility being built in Upper Township Magistrate District/ Council District 7.

Magistrate Office Council District Coverage

Blythewood (Dickerson, Kennedy, Manning, C. Jackson)

Columbia (Livingston, Rose)

Dentsville (Kennedy, McBride, Manning, Myers)

Dutch Fork (Malinowski, Dickerson, Livingston)

Eastover (Myers, N. Jackson)

Hopkins (Myers, N. Jackson)

Lykesland (Myers, Pearce, N. Jackson)

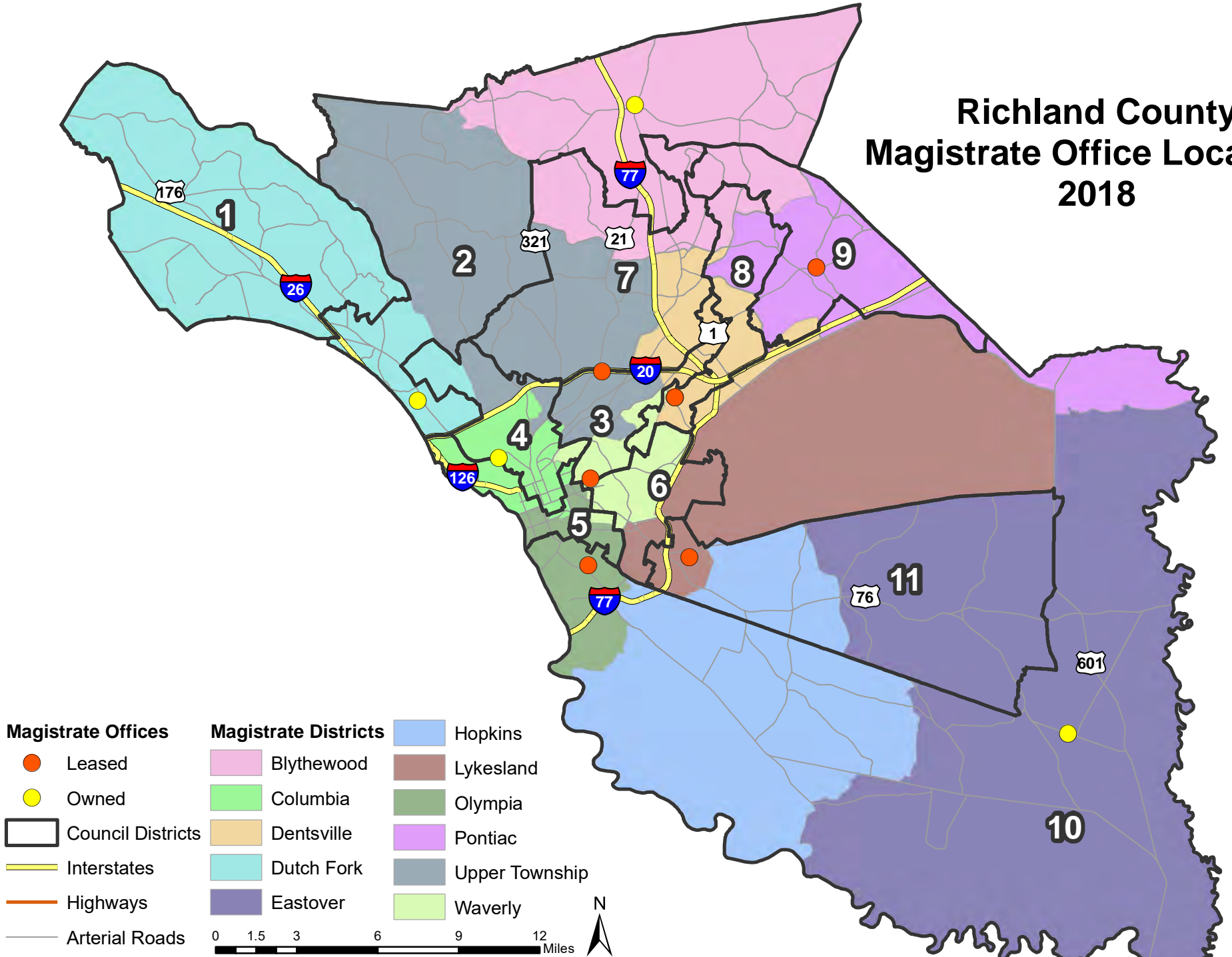
Olympia (Rose, Myers)

Pontiac (C. Jackson, Myers, Manning)

Upper Township (Dickerson, Kennedy, McBride, Livingston)

Waverly (Manning, Pearce, McBride, Livingston)

Richland County Magistrate Office Locations 2018

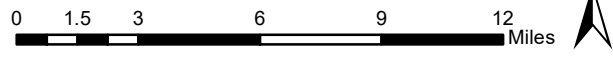


Magistrate Offices

- Leased
- Owned
- Council Districts
- Interstates
- Highways
- Arterial Roads

Magistrate Districts

- Blythewood
- Columbia
- Dentsville
- Dutch Fork
- Eastover
- Hopkins
- Lykesland
- Olympia
- Pontiac
- Upper Township
- Waverly



DISCLAIMER: This is a product of the Richland County GIS Department. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.





Blue Ribbon Committee Report to County Council

November 13, 2018

The Blue Ribbon Committee (BRC) met on November 5, 2018. Councilmembers Pearce, Livingston and Myers were present.

The BRC was provided with an overall recovery program update as follows:

- To date, Richland County has received in Federal resources and volunteer services of repairs to homes, \$99,236,208.
- To date, using volunteer organizations, the Midlands Flood Recovery Group (MFRG) has repaired 203 storm damaged homes in Richland County.
- The Community Development Block Grant – Disaster Recovery (CDBG-DR) program:
 1. Has begun or completed construction on 34 mobile home units
 2. Has begun or completed repairs on 42 stick built homes
 3. Expects 31 additional stick built home repairs and 7 mobile home units to enter the construction phase in November
 4. Expects 28 stick built home rebuilds to go out to bid in November
 5. Expects 33 rebuilds to begin construction in December

The program's target is to repair or replace 245 homes with the current grant allotment; 175 will be started or completed by January 2019.

I. HMGP 4241

The BRC was provided an update on the 2015 Flood Event (4241-DR), FEMA Hazard Mitigation Grant Program (HMGP) application process. Richland County submitted nine (9) applications for hazard mitigation projects; these applications range from community outreach, to infrastructure strengthening, to acquiring (Buyout) substantially damaged properties (residential and commercial) located in the Special Flood Hazard Area (Flood Zone).

Residential property acquisition update:

- Nineteen (19) property closings have been completed.
- Twelve (12) properties have already been reimbursed by FEMA through SCEMD.
- Second appraisals for 35 properties are underway.

A. [Action item] Non-residential Property Acquisition

- Four (4) non-residential properties are proceeding through the closing process, with the first scheduled to close on 12.3.18.
- The County was notified that one of our properties intended for acquisition was sold to another interest on August 31, 2018. As part of that sale, we learned this property has been designated by DHEC as a "brownfields" site due to environmental contamination and, as such, would not be eligible for FEMA funding.

ACTION: The Blue Ribbon Committee unanimously recommended, to County Council, to cease our efforts in acquiring this property, as part of the voluntary property buy-out program.

II. CDBG-DR

A. [Action Item] Approve award of the contract for Single-Family Home Rebuilds packages RC-106-P-2019 and RC-107-P-2019 to Mungo Homes

- In implementing the single family rehab program, it was discovered the County has a number of single family homes that are too costly to repair relative to their age and value. It is more cost feasible to destroy these homes and rebuild in its place.

On June 6, 2018, County Council approved publishing an RFP to General Contractors for bids to destroy the existing structure, haul away the destroyed home, and replace the home with a spec home.

Two RFP's were issued (RC-106-P-2019 and RC-107-P-2019) for a total of 33 home rebuilds. A committee, working with Procurement, determined Mungo Homes was the highest ranked offeror. Their cost proposal for RC-106-P-2019 is \$120,342.00 and for RC-107-P-2019 is \$119,976.00.

There will be no cost to the County since this is completely covered by the CDBG-DR grant.

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve awarding contracts to Mungo Homes in the amount of \$120,342.00 and \$119,976.00 for both solicitations.

B. [Action Item] Single-Family Repairs Change Order Approvals

- Per ordinance, amended by County Council in September (Attachment A), all flood related change orders, over 25% the total cost of the contract, require County Council approval. We informed the BRC we have ten (10) of those for Council's consideration (Attachment B). These change orders exist primarily for two reasons:
 1. The original scope of work and bids prepared by our selected rehab contractors did not include exterior work, such as repairs to or replacements of handicap accessible ramps. After work commenced, this was discovered, and the contractors were instructed to repair handicap accessible ramps to homes that had them and that were damaged by the flood. The cost for this substantially added to the previously approved budget of the home's repairs (exceeding 25%).
 2. The original estimates were based on costs to repair the homes several years ago and without having been able to properly inspect the interior of the homes. When work commenced and the homeowner was temporarily moved out, the contractor was able to better assess the damage. In many cases, pulling back the walls and ripping up flooring revealed greater damage than originally estimated and damage that was exacerbated by the years since the flood.

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the nine (9) change orders for single family home repairs, as presented.

C. [Action Item] Change Order Process - Approval to suspend Council rules to allow change orders, for 2015 flood-related work only, requiring Council action go directly to Council, bypassing committee.

- As noted above, we have received a number of change orders to the single family rehab program. These change orders require contractors to cease their work until approved via the proper channel. This not only delays the timing of the repairs, it also adds significant expense (and hardship) in the form of lengthy hotel stays for homeowners that have had to vacate their home for the repairs.

In addition to ensuring contractors bidding on future home repairs account for the two issues raised above, thereby significantly decreasing the occurrence of major change orders, the Blue Ribbon Committee also discussed the need to further amend the change order ordinance. The BRC recommended allowing change orders requiring Council approval move straight to Council, bypassing the Committee level. This will significantly reduce the amount of time required to process those change orders. The action would require Council suspending their rules for this one item, particularly 1.7 (b) of Council rules, which refers to placing items on the Council agenda by one of five ways. Items of this nature require Committee action per that rule.

ACTION: The Blue Ribbon Committee unanimously recommended Council approve allowing single family home repair change orders, greater than 25% and related to the 2015 flood, to route directly to Council for action, bypassing the Committee process.

D. [Action Item] Approve award of the contract for the Danbury Drive Basin Area Project to Woolpert

- The County's approved Action Plan for the use of CDBG-DR funds includes improvements to public infrastructure and facilities that will reduce impacts of future storms on public safety and property damage. Specifically, the Danbury Drive Basin area was identified as the infrastructure and resiliency project due to the frequent flooding in the area and impacts on the infrastructure before and after the 2015 flood. In June of 2018 the Community Development Block Grant Division in coordination with the Stormwater Management Division requested a proposal for design options, plan preparation, bidding, contract administration, and inspection for the design and installation of improvements in the Danbury Drive Basin Area. Proposals were received from three engineering firms. Based on the scoring of the review panel which consisted of staff from the Stormwater and Community Development Divisions, Woolpert received the highest score. The Woolpert estimate to complete the design and construction administration is \$280,000.

There will be no cost to the County since this is completely covered by the CDBG-DR grant.

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve awarding the contract for the Danbury Drive Basin Area Project to Woolpert in the amount of \$280,000.

III. Land Use Plan Update:

A. [Action Item] Approval of Land Uses for Property Buy-outs

- At their prior meeting in September, the BRC was provided the staff's recommended land use plan for each property purchased as part of the flood buy-out program. The program requires the County own each property in perpetuity and deed restrict it from development. After seeking public input, staff proposed a specific open space use for each property, specifically focusing on how each would be best maintained and remain compatible with surrounding property (Attachment C).

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the recommended use of each property purchased as part of the flood buy-out program, as presented.

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

AN ORDINANCE ALLOWING FOR THE TEMPORARY WAIVER OF RICHLAND COUNTY ADMINISTRATION AND RICHLAND COUNTY COUNCIL REVIEW AND APPROVAL OF CHANGE ORDERS FOR WORK ON STRUCTURES DAMAGED BY THE STORM AND FLOOD DURING THE PERIOD OF OCTOBER 3 THROUGH OCTOBER 6, 2015.

WHEREAS, the County of Richland has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015; and

WHEREAS, this catastrophic 1,000 year rain event resulted in widespread flooding throughout the County of Richland, causing damage to thousands of structures within the said County; and

WHEREAS, many citizens of Richland County are still in the process of damage control and damage repair; and

WHEREAS, Richland County is the recipient of over \$30 million in Community Development Block Grant- Disaster Recovery (CDBG-DR) funds from HUD, which provides for the replacement of substantially damaged mobile home units and the rehabilitation of single-family stick-built structures damaged during the October 2015 flood; and

WHEREAS, Richland County has received hundreds of applications for the use of these funds and are in various stages of implementing those replacements/repairs, which includes an original estimate for the scope of work; and

WHEREAS, Richland County and its contractor(s) often encounter unforeseen conditions and needs, not originally estimated, while performing the mobile home replacement and/or single family rehab work; and

WHEREAS, Section 2-593 of the Richland County Code of Ordinances requires that the County Administrator shall have the authority to approve change orders in the amount not to exceed 10 percent of the original contract price; and

WHEREAS, Section 2-593 of the Richland County Code of Ordinances stipulates that any change order in excess of \$10,000 shall be reviewed and approved by the county council; and

WHEREAS, the current situation, which was created by the severe storms and resultant flooding during October 3, 2015 and immediately thereafter, has resulted in a unique situation wherein damage to structures require immediate and ongoing response and repair; and

WHEREAS, the County Council has determined that it is in the best interest of its citizens to expedite and assist homeowners and business owners affected by the storm to begin, and continue, repairs and rebuilding.

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

SECTION I:

THIS ORDINANCE APPLIES ONLY FOR THE COUNTY'S REPAIR, WITH THE USE OF CDBG-DR FUNDS, OF STRUCTURES DAMAGED BY THE STORM AND FLOOD DURING THE PERIOD OF OCTOBER 3 THROUGH OCTOBER 6, 2015.

1. The County's staff in the Community Planning and Development Department shall expeditiously review and approve, if appropriate, change orders, verified by County-approved Housing Inspectors, especially those caused by unforeseen site conditions or emergency situations, for up to 10.0% of the cost of the contract. No such change order approval shall exceed the already appropriated amount of funds (i.e. the contingency).
2. All change orders between 10.1- 24.9% of the cost of the contract, verified by County-approved Housing Inspectors, shall require approval of County Administration.
3. All change orders at or exceeding 25% of the costs of the contract, verified by County-approved Housing Inspectors, shall require approval of Richland County Council.

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

SECTION III. Conflicting Ordinances Suspended. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby temporarily suspended until **January 1, 2020**.

SECTION IV. Effective Date. This ordinance shall become effective immediately upon adoption and shall remain in effect until **January 1, 2020**, at which time it shall have no further effect.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2018

Kimberly Williams-Roberts
Clerk of Council

First Reading: June 19, 2018
Second Reading:
Public Hearing:
Third Reading:

CORPORATE VISION, INC

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Change Order #2

INVOICE TO
Richland County Government (Cathy Johnson 6484 Camelot St Columbia, SC 29203, SC 29052 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
10/15/2018	483

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u></p> <p>Hall bathroom</p> <p>-Demo/Install (Qty 8) 2x8x8 to secure floor Total: \$250</p> <p>-Demo bathtub and install new fiberglass bathtub Total: \$1200</p> <p>-Install (Qty 2) exterior doors Total: \$1300</p> <p>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	<p>\$2750</p>
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	

CORPORATE VISION, INC

Doug
Lee

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Change Order

INVOICE TO
<p style="text-align: center;">Richland County Government (Viola Vereen 234 Larger St Columbia, SC 29203 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204</p>

DATE	QUOTE NO.
9/4/2018	467

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u></p>	
<p><u>Exterior</u></p> <p>-Demo existing handicap ramp Total: \$300</p> <p>-Install a handicap wheel chair ramp made of wood off of front porch including handrails Total: \$7500</p> <p>-Install wooden handrail on front porch Total: \$500</p> <p><u>Interior</u></p> <p>-Install sheet vinyl flooring for house (890 sq ft)</p> <p>Total: \$3000</p> <p>Note: Square feet of house is based off scope of work in write up. Price does not include replacing and subfloor plywood or floor framing system</p> <p>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	<p>\$11, 300</p>

CORPORATE VISION, INC

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Change Order

INVOICE TO
Richland County Government (Viola Vereen 234 Larger St Columbia, SC 29003 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
9/21/2018	473

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u><i>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</i></u></p> <p>Exterior</p> <p>-Rebuild front porch roof area that collapsed during roof replacement</p> <p>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	<p>\$3250</p>

CORPORATE VISION, INC

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Change Order

INVOICE TO
Richland County Government (Johnny Adams 205 Red Hill Rd Columbia, SC 29203 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
9/4/2018	468

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u>	
Exterior	
-Demo existing handicap ramp Total: \$300	
-Install a handicap wheel chair ramp made of wood off of front porch including handrails Total: \$8250	
-Demo/Install floor boards on front porch (Qty 4) Total: \$200	
Interior	
Master Bathroom	
-Demo existing bathtub and install a 3 piece tub surround and base with a seat (walk in shower) Total: \$2500	
Kitchen	
-demo and install a new refrigerator to match existing Total: \$800	
Note: Instead of carpet we will be installing sheet vinyl flooring in those area Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i>	
WE APPRECIATE YOUR BUSINESS Quote expires in 30 days	\$12, 050

CORPORATE VISION, INC

Dove
Lac

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Change Order

INVOICE TO
<p style="text-align: center;">Richland County Government (Cinderella Branham 520 Sandhill Rd Eastover, SC 29044 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204</p>

DATE	QUOTE NO.
9/4/2018	469

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p style="text-align: center;"><u><i>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</i></u></p> <p>Exterior</p> <p>-Demo/Install a new front door (paint door/owners choice of colors) Total: \$600</p> <p>-Demo existing handicap ramp Total: \$300</p> <p>-Install a handicap wheel chair ramp made of wood off of front porch including handrails Total: \$5500</p> <p>Interior</p> <p>Master Bathroom</p> <p>-Install a new comfort height toilet \$375</p> <p><i>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	<p>\$6775</p>

CORPORATE VISION, INC

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Change Order #3

INVOICE TO
Richland County Government (Cinderella Branham 520 Sandhill Rd Eastover, SC 29044 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
10/15/2018	484

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u></p> <p>Interior</p> <p>-Paint 930 LF of baseboard/ door trim/ window trim Total: \$550</p> <p>Paint (qty 13) Interior doors Total: \$800</p> <p>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	<p>\$1350</p>
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	

CHANGE ORDER #1

Date: 9/17/2018
 Homeowner: Gloria Weston
 Property Address: 208 Saddletrail Road Columbia, SC 29203
 Contractor: Solid Structures

The following changes are **requested** to the above-identified CDBG-DG Stick-Built Contract:

Orig. Cost	DESCRIPTION OF CHANGE	+/- Cost	REASON FOR CHANGE
\$	Master Bedroom	\$ 1521.06	Remove and replace carpet (see attached)
\$	Master Bathroom	\$ 454.76	Door is unstable (see attached)
\$	Kitchen	\$ 2425.89	Remove flooring/subflooring
\$	Bathroom/Hallway	\$ 1311.20	Install grab bars/replace floors
\$	Living Room	\$ 1066.08	Doors and windows are found to be safe
TOTAL COST		= \$ 6778.99	

Original Contract Amount \$ 12339.74
 Plus Previously Approved Change Orders \$ 0.00
 Plus Change Order Requested \$ 6778.99
 Percentage of Change Order (Increase or Decrease) **54.94%**
 Total New Contract Amount \$ 19,118.73

Gloria Weston
Homeowner

[Signature]
Contractor

[Signature]
Housing Inspector Specialist

Eric F. Harner
Housing Program Manager

[Signature]
Division Lead Manager

County Administrator

9-28-18
Date

9-21-18
Date

9-20-18
Date

9/20/18
Date

10/6/18
Date

Date

* Please see explanation re: Changes in Amt / Bulk Costs



Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Change Order

Date	Number
8/27/2018	2053

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project			
208 Saddletrail Rd. Weston			
Description	Qty	Rate	Total
SFR0459			
Gloria Weston 208 Saddletrail Rd. Columbia, SC 29203			
MASTER BEDROOM		1,521.06	1,521.06
Remove and replace carpet and subflooring due to water damages making the floor unsafe.			
MASTER BATHROOM		454.76	454.76
Door was found to be unstable. Cannot be locked or open and close properly making it unsafe.			
KITCHEN		2,425.89	2,425.89
Remove and replace vinyl flooring and subflooring along with the joist due to water damages making it unsafe.			
		Total	

Thank you for your business.



Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Change Order

Date	Number
8/27/2018	2053

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project	
208 Saddletrail Rd. Weston	
Description	Qty
BATHROOM Install grab bars for safety reasons. Install exhaust fan for sanitation	
LIVING ROOM Door was found to have cracks and cannot seal due to moisture penetration. Remove and replace vinyl due to holes throughout making it a trip hazard.	
HALLWAY Remove and replace vinyl flooring and subfloor due to holes throughout from water damages making the floor unsafe.	
Total	\$6,778.99

Description	Qty	Rate	Total
BATHROOM Install grab bars for safety reasons. Install exhaust fan for sanitation		477.74	477.74
LIVING ROOM Door was found to have cracks and cannot seal due to moisture penetration. Remove and replace vinyl due to holes throughout making it a trip hazard.		1,066.08	1,066.08
HALLWAY Remove and replace vinyl flooring and subfloor due to holes throughout from water damages making the floor unsafe.		833.46	833.46

Thank you for your business.

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

Insured: Weston, Gloria
Property: 208 Saddletrail Rd
Columbia, SC 29203

Home: (803) 754-1671

Claim Rep.: Brint Motley
Business: 517 Aspen Glade Ct
Lexington, SC 29072

Cellular: (803) 466-8891
E-mail: emotley@solidstructures.info

Estimator: Brint Motley
Business: 517 Aspen Glade Ct
Lexington, SC 29072

Cellular: (803) 466-8891
E-mail: emotley@solidstructures.info

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 8/24/2018 3:25 PM

Price List: SCCO8X_AUG18
Restoration/Service/Remodel
Estimate: SFR0459-CO1

MASTER BEDROOM

HAD TO REMOVE AND REPLACE CARPET AND SUBFLOOR DUE TO FLOOD WATER MAKING FLOOR UNSAFE

MASTER BATH

DOOR FOUND UNSTABLE CANT LOCK, OPEN OR CLOSE PROPERLY MAKING DOOR UNSAFE

KITCHEN

HAD TO REMOVE AND REPLACE VINYL AND SUBFLOOR ALONG WITH JOIST DUE TO FLOOD WATER MAKING FLOOR UNSAFE

BATHROOM

HAD TO ADD GRAB BARS FOR SAFETY AND EXHAUST FAN FOR SANITATION

LIVING ROOM

DOOR FOUND WITH CRACKS AND CANT SEAL DUE TO MOISTURE IS UNSANITARY
HAD TO REMOVE AND REPLACE VINYL DUE TO HOLES THROUGH OUT MAKING IT A TRIP HAZARD

HALLWAY

REMOVE AND REPLACE VINYL AND SUBFLOOR DUE TO HOLES THROUGHOUT AND FLOOD WATER MAKING FLOOR UNSAFE

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

SFR0459-CO1

Master Bedroom

Master Bedroom

DESCRIPTION	QTY
1. Remove Carpet - Standard grade	123.64 SF
3. Carpet - Standard grade	136.00 SF
4. R&R Underlayment - 1/2" BC plywood	123.64 SF
6. R&R Interior door unit - Standard grade	1.00 EA
8. Paint casing - two coats	34.00 LF
10. R&R Baseboard - 3 1/4"	48.00 LF
11. Paint baseboard - two coats	48.00 LF

NOTES:

Master Bath

Master Bath

DESCRIPTION	QTY
12. R&R Interior door unit - Standard grade	1.00 EA
13. Paint door slab only - 2 coats (per side)	1.00 EA
14. Paint casing - two coats	34.00 LF
15. R&R Casing - 2 1/4"	34.00 LF

NOTES:

Kitchen

DESCRIPTION	QTY
16. Remove Vinyl floor covering (sheet goods) - Standard grade	230.00 SF
17. Vinyl floor covering (sheet goods) - Standard grade	254.00 SF
18. R&R Underlayment - 1/2" BC plywood	230.00 SF

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

CONTINUED - Kitchen

DESCRIPTION	QTY
19. R&R Baseboard - 3 1/4"	55.00 LF
20. Paint baseboard - two coats	55.00 LF
21. R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	40.00 SF

NOTES:

Bathroom

DESCRIPTION	QTY
23. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	2.00 EA
25. R&R Exhaust fan - Standard grade	1.00 EA

NOTES:

Living Room

DESCRIPTION	QTY
27. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA
29. Remove Vinyl floor covering (sheet goods) - Standard grade	112.00 SF
30. Vinyl floor covering (sheet goods) - Standard grade	124.00 SF
31. R&R Base shoe - hardwood	30.00 LF
32. Paint baseboard - two coats	30.00 LF

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

CONTINUED - Living Room

DESCRIPTION	QTY
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NOTES:

Hallway

DESCRIPTION	QTY
33. Remove Vinyl floor covering (sheet goods) - Standard grade	62.00 SF
34. Vinyl floor covering (sheet goods) - Standard grade	69.00 SF
35. R&R Underlayment - 1/2" BC plywood	62.00 SF
36. R&R Baseboard - 3 1/4"	48.00 LF
37. Paint baseboard - two coats	48.00 LF

NOTES:

Labor Minimums Applied

DESCRIPTION	QTY
2. Carpet labor minimum	1.00 EA
22. Framing labor minimum	1.00 EA
24. Toilet & bath accessory labor minimum	1.00 EA
26. Electrical labor minimum	1.00 EA
28. Door labor minimum	1.00 EA

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

CONTINUED - Labor Minimums Applied

DESCRIPTION

QTY

NOTES:

CORPORATE VISION, INC

DONE
HEE

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Change Order

INVOICE TO
Richland County Government (Debebe & Cathrean Kumssa 10 Carty Ct Columbia, SC 29203 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
8/17/2018	460

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<u><i>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</i></u>	
<u>Exterior</u> -Install a handicap ramp constructed of wood off stoop where kitchen entrance is located -Form and pour small concrete pad to transition to driveway Total: \$7500 Demo laundry room door and install a new door including hardware on rear of home (paint door) Total: \$650 -Demo existing metal handrails on rear of home and install new metal handrails on both sides of steps to match existing handrails as close as possible Total: \$1000 Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i>	
WE APPRECIATE YOUR BUSINESS Quote expires in 30 days	\$9150



Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Change Order

Date	Number
8/15/2018	2023

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project	
2901 Larkhall Rd. Cooper-Osage	
Rate	Total
8,847.80	8,847.80
443.20	443.20
324.35	324.35
Total	

Description	Qty
SFR0193 Courtney Cooper 2901 Larkhill Rd. Columbia, SC 29223 MAIN LEVEL Detach and reset garage door opener. Replace garage doors x2 Replace fascia and soffit instead of repairing due to considerable rotting since last inspection. Replace rear decking and supports adding new decking, 4 x 4 post and new joist to make safe. LAUNDRY ROOM Replace flooring including plywood and paint due to water damage that has worsened since prior inspection. FOYER/ENTRY Replace flooring including plywood and paint due to water damage that has worsened since prior inspection.	

Thank you for your business.



Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Change Order

Date	Number
8/15/2018	2023

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project			
2901 Larkhall Rd. Cooper-Osagie			
Description	Qty	Rate	Total
KITCHEN Replace flooring including plywood and paint due to water damage that has worsened since prior inspection.		2,195.58	2,195.58
HALLWAY Replace one interior door that is unfunctional		229.10	229.10
BEDROOM 1 Remove and replace carpet due to water damage Paint surface area on the ceiling.		732.02	732.02
BEDROOM 2 Remove and replace carpet due to water damage Paint surface area on the ceiling.		688.54	688.54
Hall Bath Replace window that was damaged during the walk through.		325.49	325.49
Thank you for your business.		Total	



Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Change Order

Date	Number
8/15/2018	2023

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project
2901 Larkhall Rd. Cooper-Osagie

Description	Qty	Rate	Total
CRAWLSPACE Home has moisture coming in from the crawlspace. As a result the insulation is now damaged. Install vapor barrier Install insulation		3,913.88	3,913.88
Thank you for your business.		Total	\$17,699.96

Client: Cooper, Courtney
Property: 2901 Larkhill Rd
Columbia, SC 29233

Home: (803) 261-2686

Operator: EMOTLEY

Estimator: Brint Motley
Business: 517 Aspen Glade Ct
Lexington, SC 29072

Cellular: (803) 466-8891
E-mail: emotley@solidstructures.info

Type of Estimate: Flood

Date Entered: 8/13/2018

Date Assigned:

Price List: SCCO8X_AUG18

Labor Efficiency: Restoration/Service/Remodel

Estimate: SFR0193-CO

File Number: SFR0193

SFR0193-CO

Main Level

DESCRIPTION	QTY
24. Overhead (garage) door opener - Detach & reset	2.00 EA
27. Soffit & Fascia - Labor Minimum	1.00 EA
29. R&R Soffit - wood	320.00 SF
31. R&R Fascia - 1" x 4" - #1 pine	320.00 LF
32. Prime & paint exterior fascia - metal, 4"- 6" wide	320.00 LF
34. Prime & paint exterior soffit - wood	320.00 SF
36. R&R Overhead door & hardware - 9' x 7'	2.00 EA
76. R&R Deck planking - 5/4" treated lumber, #2 (per SF)	280.00 SF
78. R&R Joist - 2x6 floor or ceiling system - treated	70.00 BF
79. 4" x 4" x 12' - treated lumber post - material only	2.00 EA

NOTES:

Laundry Room

DESCRIPTION	QTY
37. Paint the surface area - one coat	185.33 SF
38. Remove Vinyl floor covering (sheet goods)	32.46 SF
40. Vinyl floor covering (sheet goods)	37.33 SF
41. R&R Underlayment - 1/4" lauan/mahogany plywood	32.46 SF
42. R&R Base shoe	23.17 LF
44. Paint baseboard - one coat	23.17 LF

NOTES:

Foyer/Entry

DESCRIPTION	QTY
46. Paint the surface area - one coat	158.67 SF
47. Remove Vinyl floor covering (sheet goods)	21.07 SF
48. Vinyl floor covering (sheet goods)	24.23 SF
49. R&R Underlayment - 1/4" lauan/mahogany plywood	21.07 SF
50. R&R Base shoe	19.83 LF
51. Paint baseboard - one coat	19.83 LF

NOTES:

Kitchen

DESCRIPTION	QTY
52. Paint the surface area - one coat	490.44 SF
53. Remove Wallpaper - Standard grade	490.44 SF
55. Remove Vinyl floor covering (sheet goods)	182.19 SF
56. Vinyl floor covering (sheet goods) - Standard grade	209.52 SF
57. R&R Underlayment - 1/4" lauan/mahogany plywood	182.19 SF
58. R&R Base shoe	60.67 LF
59. Paint baseboard - one coat	60.67 LF

NOTES:

Hallway

DESCRIPTION	QTY
60. R&R Interior door unit - Standard grade	1.00 EA
61. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA

CONTINUED - Hallway

DESCRIPTION	QTY
-------------	-----

NOTES:

BD 1

DESCRIPTION	QTY
62. Remove Carpet	120.00 SF
64. Carpet	137.58 SF
65. R&R Carpet pad	120.00 SF
66. Paint the surface area - one coat	120.00 SF

NOTES:

BD 2

BD 2

DESCRIPTION	QTY
67. Remove Carpet	134.07 SF
68. Carpet - Standard grade	153.33 SF
69. R&R Carpet pad - Standard grade	134.07 SF
70. Paint the surface area - one coat	134.07 SF

NOTES:

Hall Bath

DESCRIPTION	QTY
71. R&R Vinyl window - double hung, 9-12 sf	1.00 EA

NOTES:

Crawlspace

DESCRIPTION	QTY
73. R&R Batt insulation - 6" - R19 - unfaced batt	2131.67 SF
75. R&R Polyethylene vapor barrier	2131.67 SF

NOTES:

Labor Minimums Applied

DESCRIPTION	QTY
35. Overhead door labor minimum	1.00 EA
43. Finish carpentry labor minimum	1.00 EA
72. Window labor minimum	1.00 EA

NOTES:

PO# CD 190022
RCCD 9/18

CHANGE ORDER #1

Date: 9/24/2018
 Homeowner: Cathrean Kumssa
 Property Address: 10 Carty Court Columbia, SC 29203
 Contractor: Corporate Vision

The following changes are **requested** to the above-identified CDBG-DG Stick-Built Contract:

Orig. Cost	DESCRIPTION OF CHANGE	+/- Cost	REASON FOR CHANGE
\$	Exterior	\$ 7500	Install handicap rail/pour concrete(see attached)
\$	Laundry Room	\$ 650	Demo laundry room/install new door
\$	Backdoor	\$ 1000	Remove rails in the rear replace with metal
\$		\$	
\$		\$	
TOTAL COST		=	\$ 9150.00

Original Contract Amount \$ 15,625.00
 Plus Previously Approved Change Orders \$ 0
 Plus Change Order Requested \$ 9150.00
 Percentage of Change order (increase or decrease) 58.56%
 Total New Contract Amount \$ 24,775.00

Cathrean Kumssa
 Homeowner

Sept 26 2018
 Date

Grant
 Contractor

9-25-18
 Date

[Signature]
 Housing Inspector Specialist

9-27-18
 Date

Jessie Pardeed
 Housing Program Manager

9-27-18
 Date

[Signature]
 Division Lead Manager

9-27-18
 Date

CORPORATE VISION, INC

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Change Order

INVOICE TO
Richland County Government (Debebe & Cathrean Kumssa 10 Carty Ct Columbia, SC 29203 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204

DATE	QUOTE NO.
8/17/2018	460

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u></p>	
<p><u>Exterior</u></p> <p>-Install a handicap ramp constructed of wood off stoop where kitchen entrance is located -Form and pour small concrete pad to transition to driveway</p> <p>Total: \$7500</p> <p>Demo laundry room door and install a new door including hardware on rear of home (paint door)</p> <p>Total: \$650</p> <p>-Demo existing metal handrails on rear of home and install new metal handrails on both sides of steps to match existing handrails as close as possible</p> <p>Total: \$1000</p> <p>Corporate Vision, Inc. will conduct a basic construction clean up at completion of job <i>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control</i></p>	
<p>WE APPRECIATE YOUR BUSINESS Quote expires in 30 days</p>	<p>\$9150</p>

PO # CU190015

RCCD 9/18

CHANGE ORDER #1

Date: 9/24/2018

Homeowner: Melvina Scott Macon

Property Address: 103 Solomon St Eastover, SC 29044

Contractor: Corporate Vision

The following changes are **requested** to the above-identified CDBG-DG Stick-Built Contract:

Orig. Cost	DESCRIPTION OF CHANGE	+/- Cost	REASON FOR CHANGE
\$	Exterior	\$ 11,500	Demo/rebuild porch/ramp-see attached
\$	Interior	\$ 9050	Repair drywall/new HVAC/ductwork
\$	Kitchen	\$ 750	New counter tops and cabinets
\$	Hall Bathroom	\$ 4350	Demo/rebuild bathroom-see attached
\$		\$	
TOTAL COST		=	\$ 25650.00

Original Contract Amount \$ 51,250.00

Plus Previously Approved Change Orders \$ 0

Plus Change Order Requested \$ 25,650

Percentage of Change order (increase or decrease) 50.05%

Total New Contract Amount \$ 76,900.00

Melvina Scott Macon
Homeowner

9/26/18
Date

Brent
Contractor

Date

[Signature]
Housing Inspector Specialist

9-25-18
Date

[Signature]
Housing Program Manager

9-27-18
Date

[Signature]
Division Lead Manager

9-27-18
Date

** Please see Change order / Bulk Cost Invo Attached*

CORPORATE VISION, INC

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

CHANGE ORDER

INVOICE TO
<p style="text-align: center;">Richland County Government (Melvina Scott Macon 103 Solomon St Eastover, SC 29044 Project) 2020 Hampton St Suite 1022 Columbia, South Carolina 29204</p>

DATE	QUOTE NO.
9/4/2018	461

P.O. NO.	TERMS
	Progress payments

DESCRIPTION	COST
<p><u>Corporate Vision Inc will provide labor, material, equipment, etc for all work according to the specifications:</u></p>	
<p><u>Exterior</u></p> <p>-Demo existing handicap ramp and wooden front porch Total: \$350</p> <p>-Relocate existing mailbox to accommodate for new wooden wheel chair ramp Total: \$150</p> <p>-Install a handicap wheel chair ramp made of wood off of front porch including handrails Total: \$8500</p> <p>-Replace wooden front porch with a new one including railings Total: \$2500</p> <p><u>Interior</u></p> <p>Living Room</p> <p>-Repair drywall ceiling in living room (tape/sand/finish) Total: \$250</p> <p>Install a new HVAC system \$6300</p> <p>Install new ductwork for HVAC system \$2500</p> <p>Kitchen</p> <p>-Install laminate countertops for kitchen base cabinets Total: \$750</p>	

CORPORATE VISION, INC

8307 Office Park Dr Suite B • Douglasville, GA 30134 • Phone: (404) 867 - 9368 • Fax: (770)-489-9589

Hall Bathroom

-Demo walls and ceiling in bathroom including toilet/vanity/tub
Total: \$400

-Install a 3 piece tub surround and base with a seat (walk in shower)
Total: \$2200

-Install water resistant drywall on walls and ceiling (tape/sand/finish)
Total: \$1000

-Install baseboard and shoemold (caulk/paint)
Total: \$300

-Install bathroom accessories (tissue holder/towel bar/soap dish/toothbrush holder)
Total: \$300

Business license
Total: \$150

Note: We are installing sheet vinyl flooring in the whole house

Note price does not include the following:

**Addressing the floor framing system. Once we demo floor we will provide a price for kitchen/den area sub floor issues

***Waterheater will remain in same location until recommendation from plumber

Corporate Vision, Inc. will conduct a basic construction clean up at completion of job

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control

WE APPRECIATE YOUR BUSINESS

Quote expires in 30 days

\$25,650

PO# CD 180036

RCCD 9/18

CHANGE ORDER #1

Date: 9/17/2018

Homeowner: Bessie Braham

Property Address: 600 Henry Road Columbia, SC 29244

Contractor: Solid Structures



The following changes are **requested** to the above-identified CDBG-DG Stick-Built Contract:

Orig. Cost	DESCRIPTION OF CHANGE	Est. Cost	REASON FOR CHANGE
\$	Main Level	\$ 422.68	Drain Pipe leaking
\$	Master Bedroom	\$ 537.59	Bifold door broken
\$	Bedroom 1	\$ 247.43	Electrical outlets broken/unsafe
\$	Bedroom 2 & 3	\$ 2881.73	Walls are in terrible condition/outlets unsafe
\$	Roof	\$ 1852.83	
TOTAL COST		= \$ 5942.26	

Original Contract Amount \$ 83,738.65
 Plus Previously Approved Change Orders \$ 0.00
 Plus Change Order Requested \$ 5942.26
 Percentage of Change Order (Increase or Decrease) 7.09%
 Total New Contract Amount \$ 89,680.91

N/A Under 10% of

Homeowner _____

Date _____

[Signature]

9-21-18

Contractor _____

Date _____

[Signature]

9-20-18

Housing Inspector Specialist _____

Date _____

[Signature]

9/20/18

Housing Program Manager _____

Date _____

[Signature]

9/24/18

Division Lead Manager _____

Date _____

County Administrator _____

Date _____

Approved Jan 10/2/18 PR# 21901302



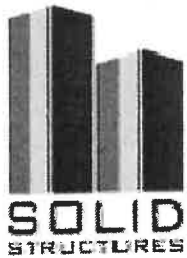
Change Order

Date	Number
8/28/2018	2075

Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project			
600 Henry Rd. Branham			
Description	Qty	Rate	Total
SFR0179			
Bessie Branham 600 Henry Rd. Eastover, SC 29044			
MAIN LEVEL		422.68	422.68
During walk through it was found that the drain pipe to the right of the side step is leaking through the siding. When we removed the siding it was found that the leaking caused rotting in the joist and sill. Removal of the section of joist and band sill and installing new material is needed.			
MASTER BEDROOM		537.59	537.59
Bifold door was found to be broken from the main track.			
BEDROOM 1		247.43	247.43
Electrical outlets were found to be in dangerous and unsafe condition. Area of drywall in the wall has moisture damage. Replace entire area.			
Thank you for your business.		Total	



Change Order

Date	Number
8/28/2018	2075

Solid Structures
 517 Aspen Glade Ct.
 Lexington, SC 29072
 License#M99423

Name/Address
 Richland County
 2020 Hampton St.
 Suite 1022
 Columbia, SC 29204

Project			
600 Henry Rd. Branham			
Description	Qty	Rate	Total
BEDROOM 2 Walls were found in terrible condition. Painting not an option due to the condition. Replacement needed. Bifold door was damaged and deemed unsafe. Outlets are hanging from the wall causing unsafe conditions.		1,382.23	1,382.23
BEDROOM 3 Walls were found in terrible condition. Replacement needed. Outlets were damaged and need replacing.		1,499.50	1,499.50
ROOF Roof measurements were short, Need additional 400sqft to complete. Found several areas of plywood damage. Replace with new sheathing.		1,852.83	1,852.83
Total			\$5,942.26

Thank you for your business.

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

Insured: BRANHAM, BESSIE
Property: 600 HENRY RD
EASTOVER, SC 29044

Home: (803) 351-2223

Claim Rep.: Brint Motley
Business: 517 Aspen Glade Ct
Lexington, SC 29072

Cellular: (803) 466-8891

E-mail: emotley@solidstructures.info

Estimator: Brint Motley
Business: 517 Aspen Glade Ct
Lexington, SC 29072

Cellular: (803) 466-8891

E-mail: emotley@solidstructures.info

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:

Date Entered: 8/24/2018 4:17 PM

Price List: SCCO8X_AUG18
Restoration/Service/Remodel
Estimate: SFR0179-CO1

Main Level- During walk through I found a drain pipe to the right of side step leaking through siding. Upon removal of siding I found that over the years of it leaking it has caused rot in the joist and sill. Need to remove section of joist and band to install new material.

Master Bedroom- Bifold door was found broken from main track.

Bedroom 1- electrical outlets found to be dangerous and very unsafe. Area of drywall in wall has a lot of moisture damage. Need to replace entire area.

Bedroom2- Drywall in walls found to be in terrible condition. Can't paint walls under those conditions, have to replace. Bifold door found to be destroyed and unsafe. Outlets are hanging from wall causing unsafe conditions.

Bedroom 3- Drywall in walls found to be destroyed. Have to hang new drywall in order to be able to paint. Outlets are damaged as well throughout room.

Roof- Roof measurements were 400SF short. Found several areas in roof that plywood had water damage to it. Have to replace areas with new sheathing.

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

Bedroom 2

DESCRIPTION	QTY
14. R&R 1/2" drywall - hung, taped, floated, ready for paint	314.00 SF
15. R&R Bifold door set - Colonist - Double	1.00 EA
16. R&R Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00 EA
17. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
18. R&R Switch	3.00 EA

NOTES:

Bedroom 3

Bedroom 3

DESCRIPTION	QTY
19. R&R 1/2" drywall - hung, taped, floated, ready for paint	380.00 SF
20. R&R Bifold door set - Colonist - Double	1.00 EA
21. R&R Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00 EA
22. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA

NOTES:

Roof

DESCRIPTION	QTY
23. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	4.00 SQ
25. 3 tab - 25 yr. - composition shingle roofing - incl. felt	4.00 SQ
26. R&R Drip edge	63.00 LF
27. R&R Sheathing - plywood - 1/2" CDX	96.00 SF

Solid Structures LLC

Solid Structures LLC
517 Aspen Glade Ct.
Lexington, SC 29072

CONTINUED - Roof

DESCRIPTION	QTY
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NOTES:

Labor Minimums Applied

DESCRIPTION	QTY
7. Painting labor minimum	1.00 EA
11. Electrical labor minimum	1.00 EA

NOTES:

Project Number	Identifier	Recommendation
FO – S30	Various; Scattered	<p>LEASE TO ADJACENT PROPERTY OWNER</p> <p>Buyout sites with active adjacent property owners, and without substantial barriers to movement between parcel(s) of interest and adjoining parcel(s), are recommended for leasing to neighbor(s).</p> <p>NATURALIZE - MANICURED</p> <p>Buyout sites with substantial distance or barriers to movement between parcel(s) of interest and adjacent parcel(s) with active ownership, or that adjoin already naturalized lots, have been recommended for manicured naturalization.</p>
FO – S31 + FO – S32	Peeples + Elmon	<p>NATURALIZE</p> <p>Sites recommended for naturalization are intended to have minimal maintenance, however, BMPs will be employed to ensure proper growth and health of vegetation.</p>
FO – S33 + FO – 276	Timberlane + Glenhaven	<p>NATURALIZE + TRAIL</p> <p>Sites recommended for naturalization are intended to have minimal maintenance, however, BMPs will be employed to ensure proper growth and health of vegetation. The exploration of a trail should be completed in concert with the implementation of Gills Creek Greenway project funded by the Richland Penny Tax program.</p>
FO – S34	Tallpines	<p>LEASE TO ADJACENT PROPERTY OWNER</p> <p>Sites recommended for leasing to adjacent property owner(s) are intended to function as active, passive or multi-purpose greenspace. Maintenance and upkeep would become the responsibility of the lessee.</p> <p>If adjacent property owner(s) is (are) not interested in leasing, the FBLMP Committee recommends manicured naturalization.</p>
FO – S35	Firelane + Monticello	<p>LEASE TO ADJACENT PROPERTY OWNER</p> <p>Sites recommended for leasing to adjacent property owner(s) are intended to function as active, passive or multi-purpose greenspace. Maintenance and upkeep would become the responsibility of the lessee.</p> <p>If adjacent property owner(s) is (are) not interested in leasing, the FBLMP Committee recommends passive greenspace.</p>



REQUEST OF ACTION

Subject: FY19 - District 1 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$3,000** for District 1.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 1 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 19,850
	Black Pages International
	\$ 3,000
Total	\$ 3,000
Remaining Balance	\$181,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 4.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 35,850
FY2019 Amount Previously Allocated	\$136,500
Columbia World Affairs Council	\$ 15,000
Total	\$ 15,000
Remaining Balance	\$ 49,200

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 7.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish an H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$164,850
FY2018 Remaining Amount		\$157,850
FY2019 Amount Previously Allocated		\$155,000
Remaining Balance		\$167,700
	Black Pages International	\$ 5,000
	Greenview Reunion Foundation	\$ 15,000
Total		\$ 20,000
Remaining Balance		\$147,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 9.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 164,850
FY2018 Remaining Amount		\$ 34,850
FY2019 Previously Allocated		\$ 132,000
	The Kemetec Institute for Health & Human Development	\$ 10,000
Total		\$ 10,000
Remaining Balance		\$ 57,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21, 2018

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$12,000** for District 11.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 4,850
FY2019 Previous Allocations	\$155,000
	Lower Richland Diamond Day Festival
	\$ 12,000
Total	\$ 12,000
Remaining Balance	\$ 2,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION ERIC DULL, MICHAEL EUBANKS, JOHNNY BESSER, AND NICHOLAS DAY AS CODE ENFORCEMENT OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Eric Dull, Michael Eubanks, Johnny Besser, and Nicholas Day are hereby appointed and commissioned as Code Enforcement Officers of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County’s building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Eric Dull, Michael Eubanks, Johnny Besser, and Nicholas Day shall not perform any custodial arrests in the exercise of their duties as code enforcement officers. This appointment shall remain in effect only until such time as the individuals so appointed are no longer employed by Richland County to enforce the County’s building regulations.

ADOPTED THIS THE ____ DAY OF NOVEMBER, 2018.

Joyce Dickerson, Chair
Richland County Council

Attest: _____
Michelle M. Onley
Deputy Clerk of Council