

RICHLAND COUNTY

COUNTY COUNCIL AGENDA



Tuesday, DECEMBER 04, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1
2014-2018



CHAIR
Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2014-2018



Greg Pearce
District 6
2014-2018



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Norman Jackson
District 11
2014-2018

Note:
District 5 is vacant



Richland County Council

Regular Session
December 04, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Bill Malinowski,
Vice-Chair Richland County Council

2. **INVOCATION**

The Honorable Norman Jackson

3. **PLEDGE OF ALLEGIANCE**

The Honorable Norman Jackson

4. **APPROVAL OF MINUTES**

The Honorable Bill Malinowski

a. Special Called Meeting: November 13, 2018 [PAGES 14-45]

b. Zoning Public Hearing: November 15, 2018 [PAGES 46-50]

5. **ADOPTION OF AGENDA**

The Honorable Bill Malinowski

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

Larry Smith,
County Attorney

a. Legal Advice: Options for BAN Maturation in 2019

7. **CITIZEN'S INPUT**

The Honorable Bill Malinowski

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

8. **CITIZEN'S INPUT**

The Honorable Bill Malinowski

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

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

Edward Gomeau,
Interim County Administrator

- a. Presentation of Biennium Budget Book
- b. Personnel Matter Update

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Contractual Matter: Storage of Council Records
[EXECUTIVE SESSION] [ACTION]
- b. REMINDER: Richland Memorial Board Annual Luncheon, December 6, 12:00 PM, 9 Medical Park Dr., Suite 600 A - New Bagnal Board Room
- c. Richland Library - Edgewood Sneak Peek, December 6, 4:30 - 6:00 PM, 2101 Oak Street
- d. REMINDER: Richland County Magistrates' Holiday Luncheon, December 14, 11:30 AM, Brookland Banquet & Conference Center

11. REPORT OF THE VICE CHAIR

The Honorable Bill Malinowski

- a. Updated Council Calendar [PAGES 51-52]
- b. REMINDER: To Pick-Up Richland County Calendars
- c. Recognition of Richland County CASA on being awarded a Program Expansion Grant

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Bill Malinowski

- 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
- b. An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584,725
- c. 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

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A.), to provide for payment of a fee-in-lieu of taxes; and other related matters
- e. An Ordinance Authorizing the Third Amendment of that certain fee agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A Koyo Corporation of U.S.A.), relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto
- f. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated July 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder

13. APPROVAL OF CONSENT ITEMS

The Honorable Bill Malinowski

- a. 18-033MA
Sanjiv Narang
HI to GC (1.46 Acres)
809 Idlewild Boulevard
TMS # R11209-02-04 [SECOND READING] [PAGES 53-54]
- b. 18-034MA
Johnathan L. Yates
PDD to PDD (49.27 Acres)
1141 Kelly Mill Road
TMS # R23300-03-06 [SECOND READING] [PAGES 55-56]
- c. 18-037MA
Ben H. Higgins
RU to NC (1.02 Acres)
1041 McCords Ferry Road
TMS # R38000-03-02 [SECOND READING] [PAGES 57-58]
- d. 18-039MA
Gabriel McFadden

RU to NC (1.21 Acres)
Dutch Fork Road
TMS # R01507-02-05 [SECOND READING] [PAGES 59-60]

- e. 18-040MA
Scott Morrison
GC to RM-HD (7.22 Acres)
Brighton Road
TMS # R17004-02-02 (Portion) [SECOND READING]
[PAGES 61-62]
- f. 18-041MA
Ridgewood Missionary Baptist Church
RU to OI (1.63 Acres)
Lawton Street
TMS # R09310-03-14, 16-23 [SECOND READING]
[PAGES 63-64]
- g. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, so as to permit radio, television, and other similar transmitting towers with special requirements in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts and to remove the special exception requirements for radio, television, and other similar transmitting towers in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts [SECOND READING] [PAGES 65-71]
- h. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Southeast, 7421 Garners Ferry Road; Richland County TMS#16409-04-02 (PORTION); CF#191-10A [FIRST READING] [PAGES 72-74]
- i. Approval to award Emergency Services Department purchase orders for Self Contained Breathing Apparatus (SCBA's or air packs) purchase to Newton's Fire & Safety Equipment, Inc. [PAGES 75-81]
- j. Electronic recording (e-recording) memorandum of understanding (MOU) between Richland County and Corporation Service Company (CSC) [PAGES 82-90]
- k. Intergovernmental Agreement between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance (Attachment A) [PAGES 91-109]
- l. An Ordinance Amending the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; so as to standardize this chapter more closely with the Municipal Association of SC's model business license ordinance

and to reflect enhanced enforcement priorities to pursue enhanced quality of life for the Richland County Community [FIRST READING] [PAGES 110-196]

- m. Use of Assigned Funds – Salary Adjustments [PAGES 197-239]
- n. Alvin S. Glenn Detention Center Inmate Food Services Contract [PAGES 240-243]

14. THIRD READING ITEMS

The Honorable Bill Malinowski

- 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 244-247]
- 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 248-279]
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A Koyo Corporation of U.S.A.), to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 280-310]
- d. An Ordinance Authorizing the Third Amendment of that certain fee agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A Koyo Corporation of U.S.A.), relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto [PAGES 311-319]
- e. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated July 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder [PAGES 320-328]

15. SECOND READING ITEMS

The Honorable Bill Malinowski

- 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 system to be known as the Richland County Combined Utilities System; providing for addition of other utility systems to the combined system; providing for the operation thereof; providing for the establishment of rates to be charged for services; providing for issuance of bonds; and other matters related thereto [PAGES 329-333]
- b. 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 [PAGES 334-368]
- c. 18-038MA
Ken Jones
RS-LD to NC (1.62 Acres)
3409 Hard Scrabble Road
TMS # R17300-06-08 [PAGES 369-370]

16. REPORT OF ADMINISTRATION & 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 371-376]
- 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 377-387]
- c. Shakespeare Crossing Affordable Housing Development Project [PAGES 388-426]
- d. Request to provide funding to the Lourie Center [PAGES 427-428]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the extension of the term of the lease purchase agreement by and between Richland County, South Carolina and Mars Petcare US, Inc.; and other related matters [PAGES 429-432]

- b. Authorizing a ten-year extension of the term of certain existing fee-in-lieu of ad valorem taxes agreements; committing to negotiate a new fee-in-lieu of ad valorem taxes agreement between Richland County and Amcor Rigid Plastics, LLC; identifying the project; and other matters related thereto [PAGES 433-436]
- c. A Resolution authorizing the extension of the exemption period under a December 15, 1998 fee-in-lieu of taxes lease agreement by and between Richland County, South Carolina, and Huron Tech Corp., as succeeded by Kemira Chemicals, Inc., and authorization of a new fee-in-lieu of taxes agreement [PAGES 437-440]

18. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

19. NOTIFICATION OF APPOINTMENTS

- a. Richland Memorial Hospital Board - 4 [PAGES 441- 443]
 - 442- Timothy E. Davis
- b. Airport Commission - 1 [PAGES 444-450]
 - a. Joel McCreary
- c. Accommodations Tax - 2 (One applicant must have a background in the Cultural Industry; One applicant must have a background in the Hospitality Industry) [PAGES 451- 454]
 - 452- Christian B. Norton

20. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS COMMITTEE

- a. 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] [PAGE 455]
- b. 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. [N. JACKSON]

- c. 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. [N. JACKSON]
- d. Bring forward all motions that were not resolved and place them on the appropriate agenda. [N. JACKSON]

21. REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE

The Honorable Norman Jackson

- a. NAICS (North American Industry Classification System (Code Funding Limit) [PAGES 456-457]
- b. SLBE Program Graduate Recommendations [PAGES 458-459]
- c. Status of Mentor Protégé Program [PAGES 460-467]

22. REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE [PAGES 468-471]

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 472-473]
- 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 474 - 477]
- 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 478-479]

23. REPORT OF THE PINWOOD LAKE AD HOC COMMITTEE

The Honorable Bill Malinowski

- a. Pinewood Lake Park Foundation Inventory Disposition [PAGES 480-497]

24. REPORT OF THE PROPERTY DISTRIBUTION MANAGEMENT AD HOC COMMITTEE

The Honorable Dalhi Myers

- a. Department of Juvenile Justice - Staff Recommendation of O'Neil Court for a new location [ACTION] [PAGES 498-501]
- b. COMET Request for a temporary bus stop on the Dillard's property at Columbia Place Mall [ACTION] [PAGES 502-510]

- c. Possible use of the Brookfield Drive property (RSD2 Donation) [ACTION] [PAGES 511-515]
- d. Letter requesting County to purchase property at 215 Monticello Road [ACTION] [PAGES 516-517]

25. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Approval to expend BAN proceeds on Transportation Projects prior to expenditure of sales tax revenue [ACTION] [PAGES 518-519]
- b. Approval of draft letter for Transportation Penny Bikeway Project's sharrows to be maintained by the City [ACTION] [PAGES 520-521]
- c. Mitigation Bank Credit Sales [ACTION] [PAGES 522-536]
- d. Polo Road Shared Use Path Condemnation [ACTION] [PAGES 537-551]

26. OTHER ITEMS

- a. FY19 - District 4 Hospitality Tax Allocation [PAGES 552-553]
- b. FY19 - District 10 Hospitality Tax Allocations [PAGES 554-555]

27. EXECUTIVE SESSION

Larry Smith,
County Attorney

28. MOTION PERIOD

- a. To make a change order to the Upper Township Magistrate contract to include brick for the outside of the entire structure. Additional funding associated with this change order must be identified and approved by County Council. Unanimous consent as an agenda item for action to the Dec. 4, 2018 meeting is requested.
- b. When individuals who have volunteered their time complete their service on Richland County Boards & Commissions, County Council currently has no means of recognizing this service. I move that Council direct the Clerk to Council to develop a suitable document or other item for presentation to the individual as a way of thanking them for their contribution and service to the County.

The Honorable Gwendolyn Kennedy

The Honorable Greg Pearce

- c. Several years ago a GO Bond was issued for construction of three unique additions to the Alvin S. Glenn Detention Center: 1) additional housing for female detainees, 2) housing for 17 y/o's to avoid their being placed with adults, and 3) a separate facility for individuals identified as needing psychiatric care and monitoring. It appears that two million dollars (\$2 million) of the twelve million (\$12 million) was moved from the detention center project at the time that funds were being assembled for the Renaissance Project. Documentation that a vote of Council was made to move these funds cannot be identified. I move that the \$2 million removed from the Alvin S. Glenn Detention Center be restored to that account in order that the project will be fully funded for the purpose for which these funds were originally intended.

The Honorable Greg Pearce

- d. All Boards and Commissions staffed with volunteer citizens have various opportunities for multiple terms. It has become the practice of the Rules & Appointments Committee to treat incumbents seeking additional terms exactly the same as new applicants. No "extra credit" is given for an incumbent whose service may have been exemplary. I believe this practice is unfair and potentially detrimental to the welfare of the Boards or Commissions as valuable experienced individuals are being lost simply because new candidates may have performed better in their 5-10 minute interviews. I move that the Rules & Appointments Committee review this situation and begin to provide some type of consideration for candidates seeking additional terms.

The Honorable Greg Pearce

- e. Rural Zoning vs Open Space Provision - Rural minimum lot size is 0.76 acre lots. Open space provision will allow high density lots with green space set aside. The uses for housing are similar but the capacity is different; therefore, there should be a zoning change from any current zoning to another defined use.

The Honorable Norman Jackson

- f. Everyone, including Elected Officials, receiving funding from Richland County during the budget process will submit quarterly reports.

The Honorable Bill Malinowski
The Honorable Dalhi Myers

- g. Moving forward, the Administrator and newly hired Richland County Department Heads must reside in Richland County, except those obtaining positions by succession.

The Honorable Bill Malinowski

- h. Revisit the Renaissance Plan at the 2019 Council Retreat

The Honorable Joyce Dickerson

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
November 13, 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, 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, Nathaniel Miller, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Dale Welch, Michael Niemeier, Kecia Lara, Patrick Bresnahan, Tiffany Harrison, Erica Wade, Michelle Rosenthal, Cheryl Cook, Ashley Powell, Liz McDonald, Janet Claggett, Pam Davis, Stephen Staley, Art Braswell, Synithia Williams, Trenia Bowers, Nancy Stone-Collum, Donny Phipps, Melissa Watts, and Ismail Ozbek

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

Ms. Dickerson stated that Ms. McBride will not be at tonight’s meeting because she is attended the National Foundation of Women Legislators Conference, and Mr. Rose has resigned due to his recent election to the House.

2. **INVOCATION** – The invocation was led by the Honorable Bill Malinowski

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

4. **APPROVAL OF MINUTES**

- a. **Regular Session: October 16, 2018** – Ms. Kennedy moved, seconded by Mr. N. Jackson, to approve the minutes as distributed.

Mr. Livingston moved, seconded by Ms. Myers, to reconsider Third Reading of the following item:
“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”.

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

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The vote was in favor of reconsidering Third Reading of the item entitled “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” was unanimous.

Mr. Livingston moved, seconded by Mr. Malinowski, to table Third Reading of the item entitled “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” until the December 4th Council meeting.

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

The vote in favor was of tabling Third Reading of the item entitled “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” was unanimous.

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

The vote in favor of approving the minutes was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Gomeau stated Item 13(b) “Using Public Funds on Private Roads: Hardship Options” needs to be moved from the Consent Items to Other Items as Item 25(g).

Mr. Smith requested to add Pending Litigation: City of Columbia vs. Richland County, which is an in item for information only.

Mr. Pearce requested unanimous consent to add the “Huger Street Property Sales Agreement” to the agenda. Due to the hurricane, the City of Columbia was unable to take up this item, and our agreement is going to run out. The purpose of this item is to authorize another extension of the closing date on that property. The sales contract was entered into several months ago, and the closing has been delayed through the fault of neither party, but due to the land use approval process of another government where the property is located. Since the contract was entered into, numerous extensions have been entered into by the parties to accommodate for the time needed to get approval for the required permits. This extension will allow for the buyer to attempt to get permitting needed from that government to pursue the buyer’s intended use of the property. No other provision of the agreement is affected besides extending the closing date for another 30 days.

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

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The vote in favor was unanimous.

Mr. Livingston requested the removal of Item 16(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”.

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

The vote in favor was unanimous.

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

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

PRESENTATION OF RESOLUTIONS

6.

- a. Resolution honoring Olivia McCartney for being named 2018-19 Spring Hill Teacher of the Year and the 2018 American Legion Dept. SC Teacher of the Year – Mr. Malinowski presented a resolution to Ms. McCartney in honor her being awarded the 2019 Spring Hill Teacher of the Year and the 2018 American Legion Dept. SC Teacher of the Year

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that the Councilmembers-elect were in the audience.

- b. Resolution honoring Joe Pinner aka “Mr. Knozit” on his retirement from WIS-TV – Ms. Dickerson and Ms. Kennedy presented Mr. Pinner a resolution in honor of his retirement from WIS-TV.

7.

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

- a. Pending Litigation: PDT Update
- b. City of Columbia vs. Richland County
- c. Huger Street Property
- d. DHEC Notice of Enforcement Conference Update Proposed Consent Order Broad River WWTF
- e. Township Property Update
- f. City of Columbia requests to survey County-owned property
- g. Contractual Matter: Storage of Council Records
- h. Program Development Team Contract
- i. 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
- j. Update on Paso Fino Property divestiture
- k. Report on Potential Northwest Recycling Center Property

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I. Inquiry from party interested in purchase of Sears and/or Dillard's property

Huger Street Property – Mr. Smith stated the purchaser is requesting an extension of the contract for another 30 days. It is his understanding, the reason for the request is because the City of Columbia has not acted on the purchaser's request. We are requesting to give them an extension of another 30 days, and then authorize the Administrator to execute the extension.

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

The vote in favor was unanimous.

Mr. Manning requested additional information on Item 9(c): "City of Columbia requests to survey County-owned property", and why it qualifies for Executive Session.

Mr. Smith stated that relates to a matter that we discussed at the last meeting, which is contractual and a potential litigation matter.

8. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Mr. N. Jackson moved, seconded by Mr. Malinowski, to waive the rules and allow the citizen to speak.

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

The vote in favor was unanimous.

Mr. Steve Hinson spoke in opposition of the sale of the Huger Street Property.

Mr. Malinowski stated Mr. Hinson indicated there were other buyers for this property. Mr. Hinson may want to get with staff, prior to another vote, to discuss this in more detail.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson introduced the Interim County Administrator Edward Gomeau.

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

- a. Potential COMET IGA Amendment – Mr. Gomeau stated staff is reviewing the IGA to provide Council information, so when you meet with the Board you will have information pertaining to the funding issue that was raised, in terms of the use of certain monies to pay particular claims.

Ms. Myers stated there are no backup documents for this particular item, so if Mr. Gomeau could provide a sentence or 2 about which IGA he is talking about, and what we are doing.

Mr. Gomeau stated this item is in reference to the COMET IGA. There was a payment made to an employee, for a claim. It was the use of the funds that came into question.

- b. Request from the Town of Eastover to assist with removal of construction and demolition debris – Mr. Gomeau stated he and Dr. Yudice met with Mayor Robinson from Eastover. She came in to introduce herself, and informed them that she had a problem with unauthorized dumping of various kinds of waste on a piece of town property. She requested the County to take a look at it, and see if we had any

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recommendations or anyway we could assist her. The Public Works Department is going out to take a look to see if there is way to help, or at least make recommendations to move that pile. Once that is done, the town will secure the area a lot better.

Ms. Myers stated she appreciates Mr. Gomeau and Dr. Yudice for trying to help with the problem.

Mr. Gomeau thanked Council for their confidence he allowing him to serve as the Interim County Administrator.

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

- a. Charter Nex Film Ribbon Cutting, November 15, 2:00 PM, Carolina Pines Industrial Park, 10771 Farrow Road – Ms. Roberts reminded Council of the upcoming Charter Nex Film Ribbon Cutting
- b. REMINDER: Committee Meetings and Zoning Public Hearing – November 15 – Ms. Robert reminded Council members of the committee meeting and Zoning Public Hearing will be held on November 15th due to the holidays.
- c. Contractual Matter: Storage of Council Records – This item was taken up in Executive Session.

11. **REPORT OF THE CHAIR** – No Report was given.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- 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 – 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 [THIRD READING]
- b. Water Feasibility Study
- c. 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
- d. Council Motion: HA5 asphalt sealant to increase the life of all roads new and existing
- e. 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

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- f. County Council is requested to provide guidance to the staff on the paving/construction of Willow Wind Road
- g. Richland County Coroner's Request for Generator
- h. Approve 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.
- i. Sheriff's Purchase of Mobile Data Terminals (MDTs) and In-Car Cameras

Mr. Pearce moved to approve the consent items.

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

The vote in favor was unanimous.

14. **SECOND READING ITEMS**

- a. An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584,725 – Mr. Pearce moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski stated he received an informational piece from the school district. One of the items mentioned in there was something to do with remedial programs. He requested a definition of what they mean by remedial. To him, it means a student has gone through a particular class, was unsuccessful, did not pass, and now they have to go back and take it again.

Mr. Carlon stated remedial may mean afterschool or summer school. It is required by the State to offer afterschool remedial programs or summer school for anything they could not complete during the school year.

Mr. Malinowski stated, so we are spending \$2 million of taxpayer funding to give someone a second chance that they should have paid attention and done the first time. And, this is State mandated, as were many of these items, that you put before us as to why you needed additional funding (i.e. State and Federal cuts). His opinion is, the County is not here to make whole any group because of State or Federal funding cuts. He inquired if they had gone back to the State or Federal government for these additional funds.

Mr. Carlon stated they have requested funds, but that is not specific to that particular item. He stated the \$2 million is not for that one particular item.

Mr. Malinowski stated it says the remediation budget is \$2+ million budget.

Mr. Carlon stated they are not requesting the whole \$2+ million, out of the \$3.5 million, for that particular item. They have some of the funds, but they do not have all of the funds.

Mr. Malinowski inquired what the total budget for Richland District I.

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Mr. Carlon stated \$320 million is the total budget for the school district.

Mr. Malinowski stated he finds it hard to believe that Greenville gets by on less than that, and has double the students and employees. He does not believe the County should be the go to for every time somebody gets their State or Federal funds cut.

Mr. N. Jackson stated he thinks this is due to a note from the Auditor when they were doing the assessment.

Mr. Carlon stated the original request was for the cap, plus the look back, which was approved in June. The Auditor brought that forward to you on October 2nd.

Mr. N. Jackson stated he would fight for "Leave No Child Behind", at whatever cost, because it costs us later on the other side.

Mr. C. Jackson stated the appropriate debate and discussion time was during the budget process. When he raised some questions about the increase that was being requested by the school districts, had conversations with them, and they offered their explanation for that, it was clear then that it was going to be as a result of going to the max millage. If he is not mistaken, if not unanimous, then everyone except one person up here, voted in favor of that for both Richland One and Two. Now as a result of approving that max millage, and then recognizing they generated more revenue than they projected, they are now coming and asking for what we approved them to receive, when we approved their budget in that parameter. One of the issues, you may recall, is we had a debate, and discussion, where we involved our Finance Director, trying to come up with a strategy so we would not run into this sort of snafu when the numbers were adjusted. We voted that down, or tabled it. So, now we are here today, but this conversation began when the budgets were initially submitted by Richland One and Two, with the request to get the max millage, as well as the opportunity for Richland One to do a look back. State law allows them to go back up to 3 years, and request the difference between what they could requested and what they actually got.

Ms. Dickerson inquired if we voted to take them to the max of the millage.

Mr. C. Jackson responded in the affirmative.

Ms. Dickerson stated that changes her thought process, if we voted to take them to the maximum millage, and what they submitted was \$3,584,000 under the maximum millage.

Mr. Carlon and Mr. Pearce responded in the affirmative.

Ms. Dickerson stated, if that is what she supported then, she would remiss if she told you to get the max, and we found out the max had a deficit \$3 million.

Mr. Carlon stated, when they submitted the budget, they requested the max on the cap and the look back.

Ms. Dickerson stated, for clarification, they did not have the budget items listed in there.

Mr. Carlon stated, not these items. They did have more than what was approved dollar wise. After they

submitted the budget, and they went through the summer programs, which are required by the State going forward, they know they will be short next year.

Ms. Myers stated she supports education 1,000%, and when she asks these series of questions, somebody is going to go away and say, "Ms. Myers does not want to support the schools." That is flatly untrue, but she is clear about where this money is coming from. It is directly tied to the tax on people's homes, so when we set these numbers, our requirements, under our ordinance, is that we approve a budget. Not a millage cap, but a budget from every agency that gets funded by this Council.

Mr. Hayes stated, in June/July, you typically pass the budget. In October, once the numbers are final, the County Auditor provides you the millage number, which you voted on October 2nd. Typically, what happens in the Fall, you get higher mill values. So, what is happening, in this case, the school district is having the higher millage rate, coupled with the higher mill value, which is producing a \$3.5 million increase.

Ms. Myers stated, it is not a deficit, Madam Chair. It is essentially a spread. We give you a number that we think the millage is going to be, and everybody submits us a budget, based on that number. Where we are today, every agency that gets money from us, looks at what the millage was when we did the budgeting, and where we are today, which is what the actual is, so there is a spread. It is not that they were underfunded, based on the budget, but the millage number is different than what we estimated, so there is the potential for more money on the table. What we are doing now is saying we would like to have the increased amount of money, based on what is actually there, and we could use it for these 15 programs. She wants the record to clearly reflect that this Council did not underfund the schools. We gave the schools what they asked for. Everybody lived by that millage number. Nobody got a different number. Her concern is, similar to Mr. Malinowski's, the way we get this money is turn people's purses upside down and we take it from them. We are required to budget, as a Council, to budget based on what people tell us they need to do, what it is before them that we have asked them to do. Basically what we are saying is, "No, we do not have to put together a budget." She said back in the Summer, "We just want the number. You tell us what the magic number is on that millage, and we will take all that we can get." That defeats the purpose of a budget process. She is concerned that this puts us on the same slippery slope that she asked about last year. She is for funding the schools. If they came in and said they needed this money in the Summer, she would have voted for it in the Summer. She is concerned that every agency, not just the schools, could now come back and do this. Rather than budgeting new priorities, there are things in the County that are emergent, we basically will be stuck. The Library asked to be budgeted to the cap, and their cap would be different. It is not just the schools that this impacts. What she is asking is, if these projections are wrong every year...

Mr. Hayes stated, what typically happens is, in the Summertime you have the millage rate, but the mill value comes in higher because you have final numbers the Assessor give you, and you get numbers from the Department of Revenue, so the mill value shifts higher in the Fall, but the budget is already set.

Ms. Myers stated this is not her being against funding the schools, but she is concerned about how we conduct the budget process, and the other things that could be done with this so-called spread. At some point, there could be a rebate. She stated there are things that could be done, other than this. What she is asking is, where we are making the mistake. If this happening consistently, what can we do better, so that everyone that is budgeting gets a clearer number to budget with, and there is some intrinsic value in the 3 months we spent in getting the budget right. Otherwise, there is no real value in it. If what we are doing is giving everybody money to the cap, what is the point of us spending hours in these

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workshops.

Mr. Hayes stated, he does not want to speak for the County Auditor, but because higher values typically do not come to the Fall, but the fiscal year starts July 1. Other than trying to estimate out what you anticipate that new value to be, there is nothing you could do different.

Ms. Myers requested, at the Retreat, to have a discussion about what the ordinance requires us to do, the difference between approving budgets, and approving millage caps.

Ms. Dickerson stated she is very concerned about this. She does not want anyone to think she is against what the schools are trying to achieve, but she thinks when they hire responsible people to prepare a budget, that they should be mindful of how they do that budget, and the budget they give us should be what they estimate the cost to operate. If we add these \$3 million to this budget, what affect will this have on the taxpayers.

Mr. Hayes stated you already voted on that on October 2nd, so it is already on the tax bill.

Ms. Dickerson inquired if that \$3 million is on there.

Mr. Hayes stated the millage rate that would generate the \$3 million went out on the tax bill. Essentially, what School District One is requesting is to amend their budget. The money, if the taxpayers pay, will come in, but they will get the funding next year. It will be additional revenue taken in that will not be expended by the school district, if this body decides not to amend their budget.

Mr. Malinowski stated Council's job is to protect the taxpayers. If this does not go to the school district, it would stay in the General Fund for other uses.

Mr. Hayes stated the funds would go to the school district.

Mr. Malinowski stated, if we do this every year, as it looks like some people want us to do, then we might as well eliminate the budget process, and just give them all the money in November. Don't worry about a budget, whether they need it or not because they, and others, will just say they want all of it. He stated it is easy to come up with reasons for why you need it, whether or not you truly do.

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

Opposed: Malinowski

The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated he really appreciated Mr. Malinowski recognizing Olivia McCartney, the American Legion Teacher of the Year, as a Special Education Teacher. She would be so involved in understanding adverse childhood experiences and works everyday with those young people that require remedial services from the district.

- 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 fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

- 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 – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

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

- a. Private Pond Outfall Silt Removal Standard Operating Procedure – Mr. Malinowski stated, when we have changes and new policy taking place, we get a copy of the old version that shows us what is been stricken from that, and what is being added in a red-lined version. We have not been provided that. All we have been given is the new version, so he does not know how Council can have any questions or compare the new to old. He would like to see a red-lined version at the next meeting.

Mr. Malinowski moved to defer this item until the next Council meeting. The motion died for lack of a second.

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

Opposed: Malinowski

The vote in favor of approving this item was unanimous.

- b. Freedom of Information Act Policy Revision – Mr. Malinowski stated he asked a question in committee, and did not get an answer, under the FOIA Requests, the 1st bullet point, it says, “This right does not extend to individuals serving a sentence of imprisonment in a state or county correctional facility.” His question was, if he is in prison does he still pay my taxes on my property? Do I still pay my income taxes? If he is required to follow all the other legal rules, he does not understand, unless this is coming from the State or Federal government, why Richland County refuses to let someone make a FOIA request just because they are incarcerated.

Mr. Manning stated, for clarification, he does not matter if they pay income tax or not because that does

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not come to the County. He would prefer the question to be, do they pay Richland County property taxes

Mr. Smith stated the changes you see reflected in here, specifically that item, came from the Legislature; the Freedom of Information Act and the State statute. That particular language was added by them. We are making changes to our process, based on what came down from State law.

Mr. Malinowski stated this is being forced upon us.

Mr. Manning inquired, for clarification, if that was a law that says that we have to change our Freedom of Information or that is a change they made and we chose to parallel it.

Mr. Smith stated that was a change that they made, and we are adopting that language as a part of our process because that is what State law requires us to do, in order for us to be in compliance with State law.

Mr. Manning stated, for clarification, so paralleling is a requirement to be in compliance.

Mr. Smith responded in the affirmative. We are taking State law, which tells us how the Freedom of Information Act is to be applied, what the standards are, and we are taking that information and changing our process, to comply with State law.

Mr. N. Jackson stated, for clarification, what they are saying is we have no choice. If we do not have a choice, is it necessary to adopt it, or just give notice that we have to abide by State law.

Mr. Smith stated what this says is, the State of South Carolina has extended the right to any citizen of the State to inspect public records, but that right does not extend, according to the Legislature, to individuals who are serving a sentence of imprisonment, if they have been convicted.

Mr. N. Jackson stated, what we have before us, we have no choice, that is State law. He stated we do not necessarily have to adopt it. It could be for information only.

Mr. Smith stated his recommendation would be to adopt it; otherwise we would be in a situation where we would be getting requests from individuals who are incarcerated, State law says this right does not extend to them, and then we would have to respond, and potentially process those requests. He stated that would be a burden, and an expense to the County.

Mr. Malinowski and Mr. Manning stated they concur with Mr. N. Jackson.

Mr. Malinowski stated on p. 258 of the agenda it says, "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." He stated he does not see any changes in here, so if we approve what is front of us that was not changed. If a storm comes through and the County is closed for 3 days, plus the weekend, we take a chance we are not going to be able to respond in time to the FOIA, which is why he requested that particular change.

Mr. Smith stated, again, this language is language that came from the State defining the time period in which the County had to respond to a requestor. He stated, if you take a look at Sec. IV(ii), it says the

County has 10 working days.

Mr. Malinowski stated, if we have to follow it, because the State is mandating it, that is all he needs to know. He inquired if the State has mandated that we not charge anybody to produce records that are \$20 or less. As he said before, if you got 1,000 requests, at \$20, you are looking at \$20,000. He does not see why we are giving that way. If you make the request, and you want information, you should be willing to pay.

Mr. Smith stated the fee schedule was the portion that was a discretionary decision.

Mr. Malinowski inquired, if it is costing the taxpayers to do this, why are we giving it away for free.

Mr. Madden stated the \$20 fee was essentially a baseline. When we receive a request, it would typically cost a staffer more than \$20. For things that are less than \$20, it is really nominal for staff. At that point, if it is less than \$20, it would just be easier to provide the information, and not charge a fee.

Mr. Livingston stated he agrees with incorporating language consistent with State law into the County ordinances and documents, whether he agrees with that State law or not.

Mr. Manning stated, back to the right does not extend to individuals serving a sentence of imprisonment in a State or County correctional facility. He stated we have a County Detention Center, right? He stated, for clarification, people are not sentenced there as the County correctional institution. He inquired if that is true.

Mr. Smith stated he could not speak for all of the activity that goes there. The Alvin S. Glenn Detention Center is supposed to be a pre-trial detention center. He cannot say, however, that there are not individuals who are there, who may have been convicted of an offense, that are awaiting transfer somewhere else. He can say that is not the purpose of Alvin S. Glenn.

Mr. Manning stated the wisdom of this language becomes a little confusing because we really do not have a County correctional facility. We have a detention center.

Mr. Smith stated we have a detention center, and if that person is a pre-trial detainee, this language would not apply to them. However, if this person happens to be in a pre-trial detention center, and have been convicted, and sentenced, then the language would apply.

Ms. Myers stated she has a question as to the mandatory nature of the language regarding FOIA request not being extended to convicted felons. She stated, her personal opinion is, this is another way to continue to disenfranchise people who are incarcerated. She inquired, if Mr. Smith is suggesting the FOIA language here, which is a derivative of the State statute, if there is something additionally in the State statute that makes this mandatory. She stated people can be detained in State and County prisons and still be taxpayers in Richland County if they own property, or if they own automobiles, and they are still required to pay their County bills. We do not give them a tax holiday. There are some rights that we are further stripping away from them as incarcerated persons. She would like to know where the authority is for this being mandatory, rather than the State deciding for their FOIA requests this does not extend to detainees who have been convicted.

Mr. Smith stated he will attempt to get Ms. Myers an answer.

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Mr. Pearce stated we address these State mandates all the time. We sit up and we grumble about it, and we ask questions about it. Only, at the end, conclude there is nothing we can do about it. We pay a lot of money for lobbyists down there. He would recommend on occasions, such as this, that we collectively go back to the Legislature and ask why they are doing this. He thinks we need to go on the offensive a little bit more. He suggested using the lobbyists to let them know we do not like the wording.

Ms. Dickerson inquired if he would like to defer this item.

Mr. Pearce stated he would not mind having the Council members submit their concerns, draft a document, get the lobbyists involved, to let them know we do not like this.

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

Mr. N. Jackson stated, what if Council voted against this? What happens then?

Mr. Smith stated the Freedom of Information Act applies to all public bodies. If this Council decided to vote against it, and not carry out the act, then there could be certain consequences, as it relates to requestors that make requests under the Freedom of Information Act. If you are talking about specifically that section that deals with those people who have been convicted and incarcerated, he is not sure what the State would do if we decided to provide the information to those individuals.

Mr. N. Jackson stated that is why he asked from the beginning was it a notice of what the State is doing, rather than us voting on something we may disagree or agree with. He stated you are telling me to vote on something, and he has to vote yes because of State law. He has some concern about voting for something that he disagrees with.

Mr. Manning stated why he supports deferring this to our next meeting is, he tried to originally ask the question, as to whether this is a State mandate or what the State is doing and we are following suit. Then we went around and around. He thought Ms. Myers asked more prolifically, and the answer was that the attorney was going to check to see which it was.

Ms. Myers stated she was building on Mr. Manning's question. When Mr. Smith said the answer was yes, her question was what is the source of authority for the yes, because it does not appear here. And, is there additional language, that we do not have, that would give all of us comfort in understanding why it is mandatory, instead of permissive language.

Mr. Manning stated, if that is where we left it, then it does seem we need to defer it until Mr. Smith brings that answer back.

Mr. Gomeau stated normally under changes in statute, or new legislation, the State staff has a history of how it got to that point. He is sure the County Attorney's office can get that information and show you why they did, and the reason behind it was.

Mr. Manning stated, before we ask our lobbyists to go down there and fight on our behalf, we need to get this answer and figure out how we proceed.

Mr. C. Jackson stated the issue of being sure that we are compliant with State statute and State law, when we have to, and not when we are not required to, is bigger than this isolated conversation that we are having tonight regarding this. He stated we should look at this more holistically, with regard to any

State statute, whether it be the number of holidays, etc. Are all of those in compliance, and if not, what is the process for which we determine those that we are required to follow versus those that we adhere to according to our own County policies.

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

The vote in favor was unanimous.

Ms. Dickerson suggested bringing this back at the Council Retreat.

Mr. C. Jackson suggested we have a broader conversation and discussion that he mentioned, as opposed to the isolated case regarding incarceration.

Mr. Pearce stated, if you will keep in mind what has happened to us in the past. If you recall, when there was some concern about us not paying certain legal fees, that a proviso ended up in the budget that said, if we do not comply with State law they would withhold the money from our Local Government Fund. They do have a vehicle down there for dealing with noncompliance with State statutes.

- c. 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 – Mr. Livingston stated, per staff’s recommendation, he would like to move to defer this item until the December 4th Council meeting.

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

The vote in favor was unanimous.

- d. 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 – Mr. Livingston stated there is a resolution that was distributed that goes with this item. On pp. 417 – 418 of the agenda, you will find the information that is incorporated in that resolution. (i.e. GIS, Lower Richland Sewer Plan, etc.)

Mr. Livingston moved to approve this item, with the inclusion of the resolution provided by staff.

Mr. Smith stated the items that Mr. Livingston is referring to are the same items listed on pp. 417 – 418, but they have been put in resolution form.

Ms. Dickerson stated she has not had an opportunity to review the resolution line by line.

Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item to the December 4th meeting.

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

The vote in favor was unanimous.

- e. Program Development Team Contract – This item was taken up in Executive Session.

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

- 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] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to [Project Zion]; and other related matters [FIRST READING BY TITLE ONLY] – This item was removed from the agenda during the Adoption of the Agenda.

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

18. **NOTIFICATION OF APPOINTMENTS**

- a. Lexington Richland Alcohol and Drug Abuse Council – 3 – Mr. Malinowski stated the committee recommended to appoint Ms. Theresa Pinckney Chandler and to take up the remaining appointments individually.

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

The vote in favor of appointing Ms. Theresa Pinckney Chandler was unanimous.

Mr. Pearce stated he is the liaison to LRADAC, and he would like to point out that applicants Joshua Douglas Fabel and John Jacob Loveday are both incumbents. They have served one term, have been faithful in attendance, and they actively participate. They are both eligible for another term.

Mr. Manning moved, seconded by Mr. N. Jackson, to re-appoint Mr. Joshua Douglas Fabel and Mr. John Jacob Loveday.

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

The vote in favor of re-appointing Mr. Joshua Douglas Fabel and Mr. John Jacob Loveday was unanimous.

19. **ITEMS FOR ACTION FROM RULES AND APPOINTMENTS**

- 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 and MANNING] – Mr. Malinowski stated the committee recommended to move the 2nd Citizens' Input (Must Pertain to Richland County Matters Not on the Agenda) to immediately following the 1st Citizens' Input (For Items on the Agenda Not Requiring a Public Hearing). The amended language is located in the agenda packet on pp. 472-475.

Mr. Livingston stated the gist of it is, the committee recommends that someone can speak to an item, not on the agenda, at the beginning of the meeting.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to not amend the rules.

Mr. Malinowski stated the reason the committee, and the makers of the motion, put this in there is because each one of these items has a time limit. It is limited to 30 minutes' maximum; therefore, it does not matter how many people sign up, so it would not prolong our meetings. He stated it was felt that sometimes we have a lengthy meeting and the citizen(s) have to wait around for 2 – 3 hours to speak for 2 minutes.

Mr. Livingston stated Council has used that approach in the past, and it has been most frustrating. He thinks it is totally unfair to someone who comes for a meeting, and rather than focus on the agenda items the Council members are going to have to listen, for up to 30 minutes, for someone to complain about anything they want to talk about, that is going to interrupt our meeting before we get the meeting started. There is a reason why this Council went to making sure someone was afforded an opportunity to speak to anything they want to, but if it not an item on the agenda, and we are not taking any on, you speak to that item at the end of the meeting. He would strongly urge Council to consider leaving it that way. Therefore, we can handle the business of the Council first. He stated you have no idea what is going to come up during that particular time.

Mr. N. Jackson stated on the front end, or on the back end, it is still 30 minutes' maximum each. His concern is that he does not see any item, by any citizen, that has been interruptive. He stated they have a right to speak. We are here to listen. To say it may be interruptive, and they should wait. Sometimes we have been here until after midnight, and people are sitting in the audience waiting to say a few words because of their concern, as citizens. He thinks in serving the citizens we should make it as comfortable as possible.

Mr. Livingston stated, for clarification, are we talking about 30 minutes or an hour.

Mr. N. Jackson stated it could potentially be an hour.

Mr. Livingston stated he thinks it is unfair for someone that came for a set agenda item, that we are going to take action on, and they have to sit here and listen anything that pops up for up to an hour.

In Favor: Malinowski, Pearce, Dickerson and Livingston

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

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The substitute motion failed.

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

Opposed: Malinowski, Pearce, Dickerson and Livingston

The vote was in favor of amending the rules regarding Citizens' Input.

- b. Move that the Rules & Appointments Committee review the current Richland 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] – Mr. Malinowski stated the committee recommended adding the following language: "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)." In addition, from the discussion that took place, it was recommended in the minutes, provided by the Clerk's Office, that in addition to the "In Favor" and "Opposed" votes listed another notation be included that states "Present but Not Voting". Also, on p. 476 of the agenda, "The Chair" section was crossed out, so the committee wanted to insure with the vote we are not deleting anything that is needed.

Mr. Farrar stated that was erroneously crossed out in the backup documentation.

Mr. Manning stated we get frustrated when we get handed stuff to read and vote on, and maybe it did not make it down to him, but he does not have anything to read about new language being recommended, in addition to what was in the agenda packet.

Mr. Malinowski stated there was nothing handed out. He was asked to put that in there. We can take that part out and bring it back at the next meeting.

Mr. Pearce requested Mr. Malinowski to restate the motion.

Mr. Malinowski stated the committee recommendation is to approve the following language: "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).

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

The vote in favor was unanimous.

Mr. C. Jackson inquired as to when these items they just voted on will go into effect.

Ms. Dickerson stated they would go into effect once the minutes have been approved.

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Mr. Pearce moved, seconded by Mr. N. Jackson, to reconsider the Items for Action from the Rules and Appointments Committee.

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

The motion for reconsideration failed.

Mr. Manning stated, for clarification, it sounded like there was some sidebar discussion about something else was going to go back to the committee that they talked about that was not a part of a motion. He inquired if that would go to the committee based on a motion, and through that whole process, or will they just bubble up stuff they want to talk about in committee.

Ms. Dickerson stated she did not quite understand Mr. Manning's question.

Mr. Manning stated, generally, when a committee does its work, it is based on a motion assigned there from the Chair. He stated it sounds like there is no motion for what they were going to have discussion, and bring back at the next meeting.

Ms. Dickerson stated she thinks when this came it was sent to Rules and Appointment because there were some concerns about abstention and being present and not voting. The committee vetted it, and that is what they are bringing back to us. There seems to be a lot of discussion on that. Then the question was asked as to when this would go into effect, and she responded that it would be after the approval of the minutes, at the next meeting. As you know, if we vote on something and there is a motion to reconsider that item, and the motion fails we can do it.

Mr. Malinowski stated, if he understands, what Councilman Manning is asking is the 2nd portion, that during discussion, the committee came up with a recommendation to add a new column be added that said "Present but Not Voting". That part was taken out of the recommendation because there was no written information here. Mr. Manning is asking if we need a motion to get this into the committee to act on that particular matter. The original motion was about voting, and this is another side item that came up to address that motion. The committee will present the backup documentation for the item at the next meeting.

Ms. Dickerson requested Mr. Manning to tell her one more time what he wants her to address, so she can clearly try to address it.

Mr. Manning stated, as he read the motion that went to the committee, it was related to addressing tie votes when there is a non-vote or an absentee vote. What came back from the committee was addressing a tie vote when there is no vote or absentee vote, and that was the motion brought before us. Then, there was a little extra thrown in that we did not have anything given to us, because there was not anything at the committee because that did not seem to be a part of what the motion was. So, his question was does there need to be a motion sent to the committee to address, what they were addressing, because he has a different view of the reading, and contention, about what the motion was that went there. He felt like the motion that went there is exactly what they addressed, brought to us tonight, and we voted on.

Mr. N. Jackson stated the motion exists. The motion was discussed previously, but it is still on the

agenda in committee. There was a discussion about voting, abstaining and what to do about it. In this motion, that was discussed, an additional discussion took place, and it was recommended to add an existing motion, coupled with the recommendation we had with this motion, but it was not on the agenda. He stated Mr. Manning's question is does a motion need to be made. He stated a motion does not have to be made because we already have a motion existing in committee that we can address at a later meeting.

Mr. Smith stated, it sounds like to him, the motion that you were dealing with had to do with a situation where someone, who is present abstains from voting, and a tie vote. The other portion of this seems to be something that came up about creating a column for recording those situations where someone abstains from voting. It sounds like to him, the committee was dealing with how you execute that, and where you record a situation where someone was present, but for whatever reason, they abstained from voting. To the extent that the motion dealt with how you deal with tie votes, or how you deal with someone who abstains from voting, it sound like the committee was dealing with how you actually record that when it happens.

Mr. Livingston stated, so we can move on, can someone simply present a motion and send it back to committee.

20. **REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE**

- a. Staffing of OSBO – Mr. N. Jackson stated the committee discussed the staffing of the OSBO Office. We were informed there are is not a freeze on the positions. There are currently 2 vacant positions; Finance Resource Coordinator and Assistant OSBO Manager. We have a new manager, Ms. Erica Wade.
- b. Status of Mentor Protégé Program – Mr. N. Jackson stated the committee recommended that Council approve a pilot mentor protégé program. The pilot program is designed to motivate and encourage prime contractors as mentor to assist developing and small businesses.

Mr. Livingston stated it is not clearly stated what the recommendations are. He moved to defer this item until the December 4th Council meeting, and to bring back specific recommendations, with page numbers. Seconded by Mr. Malinowski.

Mr. N. Jackson stated staff did not have a recommendation, at the time, so he is reporting the committee's recommendation for action. He stated this has been drawn out for the last year.

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

Opposed: C. Jackson and Kennedy

The vote was in favor.

- c. NAICS (North American Industry Classification System) Code Funding Limit – Mr. N. Jackson stated, in accordance with the size standards of all agencies listed as follows: Construction - \$7 Million; Architectural - \$3 Million; Professional Services - \$3 Million; Engineering - \$2.5 Million and Wholesale Operations - \$2 Million. The committee is requesting Council to either continue with the current approved size standards or make necessary modifications. Staff provide a comparison table to reflect the size standards for Richland County, Charleston County, City of Savannah, Small Business

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Administration, SBA, and the SCDOT. What has happened over the years is that SLBEs may graduate from the program. If they graduate from the program, we are limited in Richland County with the amount of SLBEs. We will find a point where all of these people graduate and we will have to go to other counties because the limit is so small. This is the discussion we have been having for several years, in regards to what we do when these SLBEs reach the maximum? Adjust NAICS Code? Or, keep it as it is? The recommendation is to adjust it, and leave it to Council on how to adjust it.

Ms. Dickerson inquired, for clarification, as to what the committee's recommendation was.

Mr. N. Jackson stated the committee recommended Council to discuss if we should keep it as it is or adjust it to the standard from Charleston, Savannah, SBA and SCDOT. It is limited, and as they graduate, they cannot get back on the program. If they cannot get back on the program, then we have no choice. The SLBE Program was designed to help small and local business in Richland County. What is happening now is, because of the limited amount of SLBEs in Richland County, if they graduate from the program then there is no one else, and we have to go to Lexington, and keep expanding until we find SLBEs to use these funds. The committee discussed that, and if we increase the amount to graduate from the program, we can keep more local businesses in the program.

Mr. Malinowski stated, while that is a staff recommendation, he does not see that in front of us. What he sees on p.492 where it says "Outcomes/Action Items" it states, "They will research the Charleston County size standards. They spoke with someone in Charleston." Then on p. 494, it states, "Staff will compile national/state/local size standards and send out an email to focus group participants." He stated there is nothing in here of any chart, recommendation or comparison of what we are going from and to. He sees on p. 491 we have the current standards. These particular items seem to be more of a report than to provide information for review, so we can take action.

Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item to allow staff to bring back a recommendation.

Mr. N. Jackson stated those numbers were available in committee, and should have been included in the Council agenda.

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

The vote in favor was unanimous.

- d. Small Business Focus Group – Mr. N. Jackson state the OSBO Office had a focus group discussion while Council was in recess in August.
- e. Sheltered Market/Goal Setting Ordinance Amendment Recommendations – Mr. N. Jackson stated this item was held in committee.
- f. SLBE Program Graduate Recommendations – Mr. N. Jackson moved, seconded by Mr. Malinowski, to defer this item.

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

The vote in favor was unanimous.

21. **REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE**

- a. 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 – Mr. Malinowski stated the committee recommended to approve the amending language.

Mr. Malinowski stated, after reviewing this additionally, where it talks about the noise that will be banned, it does not...

Ms. Myers stated she remembers the discussion in committee, and this looks a little more expansive. She inquired if anything has changed between the committee...

Mr. Malinowski stated he thinks this is what was at the committee.

Ms. Dickerson stated, when she saw this, she was a little bit concerned. She stated in the summertime she is going to cut her grass after 6:00 PM because it is cool.

Mr. Malinowski stated, on p. 531, it says, "The following noises shall be exempt from the prohibitions of paragraph (1), even when they cause a disturbance". He stated the exemption if for 6:00 AM – 10:00 PM, so Ms. Dickerson can even mow her lawn at 9:00 PM.

Mr. Livingston stated he could support First Reading of this item.

Mr. Malinowski stated (d), on p. 531, where it gives the penalty, the committee recommended the removal of the language referring to imprisonment.

In Favor: Pearce, Dickerson, N. Jackson and Livingston

Opposed: C. Jackson and Myers

The vote was in favor.

- 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 – Mr. Malinowski stated his recollection is the committee recommended go with the changes in the red-lined version on pp. 532-535, with the removal of the language regarding imprisonment.

Mr. Malinowski moved, seconded by Mr. Livingston, to defer this item until the December 4th Council meeting.

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

Opposed: N. Jackson

The vote was in favor.

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 -- Mr. Malinowski moved, seconded by Mr. Manning, to defer this item until the December 4th Council meeting.

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

Opposed: Myers

The vote was in favor.

Mr. Malinowski stated the current ordinance that is in the agenda packet says 2 ft., and there is no change.

Mr. N. Jackson stated there is a discussion about the height, and that is not in here.

Mr. Malinowski stated that needs to be in there for December 4th.

Ms. Dickerson requested the agenda packet contain that information because that is one of the main concerns the citizens are having with 24 inches. She stated she would love to see it at 10 inches, but she will go with 12 inches.

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

- 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 – Mr. C. Jackson inquired as to how this item qualifies for Executive Session.

Mr. Smith stated it pertains to the current litigation the County is in with SCDOR.

Mr. C. Jackson stated he thought the motion was going to be that they were going to recommend the funding to come from the General Fund, and not the Penny Tax.

Mr. Smith stated he was not sure what the motion was going to be. He wanted to make sure Council was aware of how this fits into our current situation.

Mr. C. Jackson stated he thought, at the last meeting, this was on the agenda and Council voted on it. He was surprised to see it on the agenda because he thought we had approved it at the last meeting. And, it was with the understanding that it was not going to be Penny Tax funds.

This item was taken up in Executive Session.

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

- a. Department of Juvenile Justice – Report on the Staff Recommendation for new location on the O'Neil Court property – Ms. Myers stated, as you are aware, the Clerk of Court has asked to have her space,

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that is being used by DJJ vacated by December 31st because they have desperate needs at the courthouse for statutory agencies, that are required to be there. DJJ not being one of them. The Clerk of Court has extended the deadline to March 31, 2019, to give all involved an opportunity to look at the options, to have get the committee to bring forward a recommendation, and to get a number associated with it, so Council can vote to approve or disapprove the upfit of a new building for DJJ.

- b. Update on the Richland Library request to use the Old Antique Mall Parking Lot – Ms. Myers stated this came as a result of a request from the library to use one of the properties the County purchased (the Old Antique Mall Parking Lot) as overflow parking. The committee recommended to authorize staff to enter into an agreement with the library to use the parking lot, and the library would be responsible for any costs associated with upgrading the parking lot. They would also bear the cost of any necessary insurance associated with that, and be made aware this is a temporary agreement, in effect until such time as the County needs the space for our own uses or decide to do something else with it.

Mr. Malinowski inquired if the County needs an MOU in place with the Library.

Mr. Smith stated he would recommend there be something in writing. If there is some understanding, or agreement, that has been reached.

Ms. Myers stated the motion is to draft an agreement with the Library.

Ms. Dickerson stated the Antique Mall is currently in her district, and she is there almost 7 days a week. She tries her best to accommodate a lot people. She stated she is going to withhold her comments because she has a serious...The Antique Mall is not usable. It has never been usable. The way the library configured their parking, it was wrong.

Ms. Myers stated one of the considerations that was before the committee, and impacted our decision, is the fact there is a band of people going around running a parking lot scam. Our parking lot has been part of that scam in which they have had people's cars towed from our lot. Having the parking lot in use by a County agency would allow monitoring of the parking lot.

Ms. Dickerson stated that is not what she sees. She is up and down Broad River Road all day long. The only problem she has had with the property is tractor trailers parking there. We addressed that issue by putting no parking signs over there. She stated she and Mr. Malinowski agree that once you start something, and people get conditioned to do that, you are going to have a hard time getting that stopped. When they put the parking lot in the back, it was in the wrong place.

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

Opposed: Malinowski and Dickerson

The vote in favor was unanimous.

- c. Report on the possible use of the Brookfield Drive property for a new Dentsville Magistrate facility – Ms. Myers stated this is a property that has been offered to the County by Richland School District Two. It is a vacant lot. The committee voted to request staff to go back and look at possible uses for the property, and bring back recommendations to the committee.

- d. Update on the Paso Fino Property divestiture – This item was taken up in Executive Session.
- e. Report on Potential Northwest Recycling Center Property – This item was taken up in Executive Session.
- f. Inquiry from party interested in purchase of Sears and/or Dillard’s property – This item was taken up in Executive Session.

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

- a. HMGP-4241 (2015 Flood) Property Buy-Out Program – Mr. Pearce stated we have closed on 19 properties, and received reimbursement from FEMA for 12.
 - 1. Non-Residential Property Acquisition – Mr. Pearce stated we previously approved pursuing the purchase of several non-residential properties, as part of the FEMA Mitigation Program. The County was recently notified one of those properties had been sold to another interested party on August 31, 2018. As part of that sale, the property has been designated by DHEC as a brownfield, due to environmental contamination, and as such would not be eligible for FEMA funding. The committee discussed removing this property from our program. We are putting forth a motion requesting Council’s approval to cease our efforts in acquiring this property as a part of the voluntary property buyout program.

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

The vote in favor was unanimous.

- b. CDBG-DR
 - 1. Approve award of the contract for Single-Family Home Rebuilds packages RC-106-P-2019 and RC-107-P-2019 to Mungo Homes – Mr. Pearce stated Council previously approved publishing a RFP for a General Contractor to replace homes that were too costly to repair. Two RFPs were issued. One for 3-bedroom and one for 4-bedroom home for a total of 33 homes to be rebuilt. A committee working with Procurement determined Mungo Homes was the highest ranked. Their cost proposal for a 4-bedroom home is \$120,342, and for 3-bedroom home is \$119,976. There will be no cost to the County since it is covered by CDBG-DR grant. The committee requested Council’s approval of awarding the 2 contracts to Mungo Homes for the purpose of rebuilding 33 homes.

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

The vote in favor was unanimous.

- 2. Single-Family Repairs Change Order Approvals – Mr. Pearce stated, per the ordinance amended by Council in September, all flood-related change orders over 25% of the total cost of the original contract will require County Council staff approval. Staff presented 10 of these to the Blue Ribbon Committee. We request the approval of 10 change orders, over 25% for single-family home repairs, as presented.

Mr. Malinowski stated on p. 575 of the agenda, Change Order #2 shows \$2,750, yet over on p. 574 it

shows \$21,950.

Ms. Hegler stated p. 274 is an in-house coversheet that reflects the change order amount. The coversheet states they are requesting a change order of \$4,400, but they have not substantiated that in the receipts.

Mr. Malinowski recommended approval of all of the change orders, with the exception of Change Order #2.

Mr. Pearce inquired, if we could pull it, because that will mean we have to have another committee meeting.

Ms. Hegler stated they have another process in place for anything not falls below 25%.

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

The vote in favor was unanimous.

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 – Mr. Pearce stated we have a number of change orders to single-family rehab program. These change orders required contractors to cease their work until approved via the proper channels. This not only delays the timing of the repairs, but adds significant expense, and hardship, in the form of lengthy hotel stays for homeowners that have had to vacate their homes for repairs. In addition to internal corrections made by staff, related to bidding on these projects, the Blue Ribbon Committee recommended allowing change orders requiring Council approval move straight to Council, and bypassing the Committee. This will reduce the amount of time required to process change orders. The action would require Council to suspend their rules (Rule 1.7(b)) for this one item.

Ms. Myers noted the briefing materials on p. 572 have a couple things that are inconsistent with the committee's recommendation, as outlined by Mr. Pearce.

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

The vote in favor was unanimous.

4. Approve award of the contract for the Danbury Drive Basin Area Project to Woolpert – Mr. Pearce stated Council previously approved the Danbury Drive Basin Area Infrastructure Project under the CDBG-DR Program and approved issuing a RFP for its design and construction administration. Following the procurement process, Woolpert was the highest ranked, with an estimate of \$280,000. There will be no cost to the County; it will be covered by CDBG-DR. The committee requests Council's approval to award the contract for the Danbury Drive Basin Area Project to Woolpert in the amount of \$280,000.

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

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The vote in favor was unanimous.

- c. Approval of land uses for property buy-outs – Mr. Pearce stated this item was taken up at the September Blue Ribbon Committee meeting, but inadvertently left off the subsequent report to Council. If you recall, all properties purchased as part of the FEMA Hazardous Mitigation Program are to be owned by the County, in perpetuity, and deed restricted from development. To that end, with public input staff proposed a specific open space use for each property, specifically focusing on how each would best be maintained and remain compatible with surrounding property. Those uses, by property area, were presented to, and approved by the Blue Ribbon Committee. The motion we are bringing forward is to request Council’s approval of the recommended open space use of each property purchased, as part of the flood buyout program, as presented.

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

The vote in favor was unanimous.

Mr. Pearce thanked Ms. Hegler’s Herculean efforts in managing this committee for these several years. She has gone above and beyond expectations of what a good employee is. She is a great employee. It is a tremendous loss to the County, although we wish her well.

Mr. Pearce moved to reconsider all of the items under the Report of the Blue Ribbon Ad Hoc Committee.

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

The motion for reconsideration failed.

25. **OTHER ITEMS**

- a. FY19 – District 1 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. FY19 – District 4 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- c. FY19 – District 7 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- d. FY19 – District 9 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- e. FY19 – District 11 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

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

The motion for reconsideration failed.

- 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

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– Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

- g. Using Public Funds on Private Roads: Hardship Options – Mr. Gomeau stated this item needs to be forwarded to the D&S Committee.

Mr. Malinowski stated if we send this item to committee, it will more than likely be 2019 before we begin to work on it. It seems like we should get something in place before then. He stated he has some recommendations to establish a process relating to all private road issues, and to proceed with the recommendation, relating to repairing of roads that came out of the work session, for taking over maintenance of roads within subdivisions. The recommendation was to procure a third-party team to assist and develop a 5-year funding plan within the Capital Improvement Program, and schedule the work based on a matrix to be developed.

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

27. **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. Pending Litigation: PDT Update
- b. City of Columbia vs. Richland County
- c. DHEC Notice of Enforcement Conference Update Proposed Consent Order Broad River WWTF
- d. Township Property Update
- e. City of Columbia requests to survey County-owned property
- f. Contractual Matter: Storage of Council Records
- g. Program Development Team Contract
- h. 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
- i. Update on Paso Fino Property divestiture
- j. Report on Potential Northwest Recycling Center Property
- k. Inquiry from party interested in purchase of Sears and/or Dillard's property

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

Opposed: Manning

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 8:51 PM and came out at approximately 9:53 PM.

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

- a. Pending Litigation: PDT Update – Mr. C. Jackson moved, seconded by Mr. Livingston, to allow the Interim Administrator to attend the mediation with the PDT officials to resolve the contractual dispute.

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

The vote was in favor.

- b. City of Columbia vs. Richland County – No action was taken.

- c. DHEC Notice of Enforcement Conference Update Proposed Consent Order Broad River WWTF – Mr. Malinowski moved, seconded by Ms. Dickerson, to direct staff to enter into a consent order with DHEC, and submit a corrective action plan.

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

The vote in favor was unanimous.

- d. Township Property Update – Mr. Pearce moved, seconded by Ms. Kennedy, to direct staff to proceed with negotiations related to activities related to the property adjacent to the Township Auditorium.

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

The vote in favor was unanimous.

- e. City of Columbia requests to survey County-owned property – Ms. Myers moved, seconded by Ms. Kennedy, pursuant to discussions in Executive Session, to instruct our Interim Administrator, and his staff, to decline the request.

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

Opposed: Manning and Livingston

The vote was in favor.

- f. Contractual Matter: Storage of Council Records – Mr. N. Jackson moved, seconded by Mr. Malinowski, to direct the Clerk to get a detailed contract, in order to review the itemized costs.

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

The vote in favor was unanimous.

- g. Program Development Team Contract – Mr. Livingston moved, seconded by Mr. Malinowski, to adjust the PDT contract, in reference to the SLBE percentage, from 51% to 39% for the remainder of the contract.

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November 13, 2018**

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Mr. Manning stated he is voting in favor of this recognizing that the adjustment is a result of litigation.

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

The vote in favor was unanimous.

- h. 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 – Mr. C. Jackson moved, seconded by Livingston, to authorize staff to send a letter to the City requesting 50% funding to support the completion of the Three Rivers Greenway Project, and that staff identify the appropriate non-Penny funds to cover the completion of this project.

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

The vote in favor was unanimous.

- i. Update on Paso Fino Property divestiture – Ms. Myers moved, seconded by Mr. Livingston, to forward this item back to committee, and report back to Council after the next committee meeting.

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

Abstain: Manning

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

- j. Report on Potential Northwest Recycling Center Property – Ms. Myers moved, seconded by Ms. Kennedy, to not move forward with the purchase of the property, instruct the Interim Administrator, and his staff to notify the seller, and take steps necessary to get back the earnest money.

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

The vote in favor was unanimous.

- k. Inquiry from party interested in purchase of Sears and/or Dillard's property – Ms. Myers moved, seconded by Mr. Manning, to direct the Interim Administrator, and his staff, to advise the interested party the County is not interested in a sale, at this time.

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

The vote in favor was unanimous.

28. **MOTION PERIOD**

- a. I move to (1) increase the Fire Service 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 [MYERS] – This item was referred to the A&F Committee.
- 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 [N. JACKSON] – This item was referred to the D&S Committee
- 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 business [N. JACKSON] – This item was referred to the Rules & Appointments Committee
- 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 [N. JACKSON] – This item was referred to the Rules and Appointments Committee
- e. Bring forward all motions that were not resolved and place them on the appropriate agenda [N. JACKSON] – This item was referred to the Rules & Appointments Committee.
- f. Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County [N. JACKSON] – This item was referred to the A&F Committee.
- g. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally sensitive areas [N. JACKSON] – This item was referred to the A&F Committee
- h. To be competitive in recruiting strong, qualified employees to Richland County, Administration must adopt benefits similar to the State. Adopt the annual and sick leave policy, which is an important tool in recruitment and retention of quality employees [N. JACKSON] – This item was referred to Staff.
- 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 appoint a county employee to the committee when the auditor is appointed [MALINOWSKI] – This item was referred to Staff.
- j. Have staff amend Sec. 26-186 (Development with Open Space Design Standards) of the Land Development Code by amending the formula used in determining the total number of units allowed in the utilization of density-based and density bonus design standards by subtracting the constrained open space area acreage from the total site acreage prior to calculating [MALINOWSKI] – This item was referred to Planning.

- k. Review impact fees for the development community on projects that will cause additional infrastructure which should not be paid by public dollars [N. JACKSON and MALINOWSKI] – This item was referred to the D&S Committee.
 - l. I move that the Magistrate’s Office on Wilson Blvd. be constructed with brick siding and not metal [KENNEDY] – This item was referred to the A&F Committee.
 - m. I move to amend 022-8HR “An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein” [KENNEDY] – This item was referred to the D&S Committee.
25. **ADJOURN** – The meeting adjourned at approximately 10:15 PM.



Richland County Council

ZONING PUBLIC HEARING
November 15, 2018 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Vice Chair; Norman Jackson, Paul Livingston, Dalhi Myers, Calvin Jackson, and Jim Manning

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Trenia Bowers, Ashley Powell, Tracy Hegler, and Brian Crooks

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Ms. Hegler stated the applicant for Case No. 18-036MA has requested a withdrawal.
3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Mr. C. Jackson, to adopt the agenda as published.

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

The vote in favor was unanimous.

4. **MAP AMENDMENTS**

- a. 18-030MA
Stanley T. Bell
RS-HD to RU (.44 Acres)
2024 Harlem Street
TMS# R13515-05-06 [FIRST READING]

Ms. Myers moved, seconded by Mr. Manning, to deny the re-zoning request.

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

The vote in favor was unanimous.

- b. 18-033MA
Sanjiv Narang
HI to GC (1.46 Acres)
809 Idlewild Boulevard
TMS# R11209-02-04 [FIRST READING]

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

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

The vote in favor was unanimous.

OPEN PUBLIC HEARING/MAP AMENDMENTS

- a. 18-034MA
Johnathan L. Yates
PDD to PDD (49.27 Acres)
1141 Kelly Mill Road
TMS # R23300-03-06 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Mr. Johnathan Yates spoke in favor of this item.

The floor to the public hearing was closed.

Mr. C. Jackson moved, seconded by Mr. Manning, to approve this item.

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

The vote in favor was unanimous.

- b. 18-035MA
Avery Winder
RU to GC (7.63 Acres)
916 Kennerly Road
TMS # R05100-03-07 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Ms. Diane Blocker spoke in against this item.

The floor to the public hearing was closed.

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

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

Opposed: Livingston

Abstain: Manning

The vote was in favor.

- c. 18-036MA
George R. McElveen, III
RU to NC (2.9 Acres)
698 Kelly Mill Road
TMS # R26103-03-05 [FIRST READING]

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

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

The vote in favor was unanimous.

- d. 18-037MA
Ben H. Higgins
RU to NC (1.02 Acres)
1041 McCords Ferry Road
TMS # R38000-03-02 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Mr. Adam Higgins spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- e. 18-038MA
Ken Jones
RS-LD to NC (1.62 Acres)
3409 Hardscrabble Road
TMS # R17300-06-08 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Mr. Ken Jones spoke in favor of this item.

The floor to the public hearing was closed.

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

Mr. Malinowski stated in the agenda packet Planning staff list Hardscrabble as a minor arterial, but the Planning Commission says the current classification is wrong. He inquired as to who is right, and who is wrong.

Ms. Hegler stated the conversation was more a matter of that is how it is currently classified, and will be by the SCDOT, and the Planning Commission stated that just seems wrong.

Ms. Myers inquired if the Planning staff still disagrees with the Planning Commission.

Ms. Hegler stated staff does disagree with the Planning Commission because it is a matter of us applying the Comprehensive long range plan to it.

Mr. N. Jackson stated, usually, if the SCDOT is widening, and the property is not of use anymore, they have no choice but to purchase it. He is concerned if that was not done properly.

Mr. Malinowski stated, even though there is traffic light and a turn lane on that side of the road, looking at the map in front of us, the entire portion is still zoned RS-LD.

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

Opposed: Malinowski and C. Jackson

The vote was in favor.

- f. 18-039MA
Gabriel McFadden
RU to NC (1.21 Acres)
Dutch Fork Road
TMS # R01507-02-05 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Mr. Chris Cloyd and Gabriel McFadden spoke in favor of this item.

The floor to the public hearing was closed.

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

In Favor: Malinowski, N. Jackson, Livingston, C. Jackson and Manning

Abstain: Myers

The vote in favor was unanimous.

- g. 18-040MA
Scott Morrison
GC to RM-HD (7.22 Acres)
Brighton Road
TMS # R17004-02-02(portion)

Mr. Malinowski opened the floor to the public hearing.

Mr. Paul Flowers spoke in favor of this item.

The floor to the public hearing was closed.

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

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

Abstain: C. Jackson

The vote in favor was unanimous.

- h. 18-041MA
Ridgewood Missionary Baptist Church
RU to OI (1.63 Acres)
Lawton Street
TMS # R09310-03-14, 16-23

Mr. Malinowski opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

5. **OTHER BUSINESS**

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

Mr. Malinowski opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

Ms. Myers noted for the record that they have gotten a lot of input about this. Just to clarify, this will not remove from citizens the right to have input. It is streamlining a process and removing the special exception requirements, and allowing staff more flexibility. They already have a checklist of things. It does not change that, and does no damage to the public's right of input.

Mr. Manning stated early on we had one of these in District 8, that he represents. It was pretty amazing to him, because he watched the process. The Federal government requires the County to meet 8 - 10 things on a checklist, so staff has to see that all of that happens.

Mr. C. Jackson stated, since 2005 we have had 42 requests, and all have been approved without objection. Not only is it a requirement, but in every case, without exception, they have been approved.

Ms. Myers stated the point of this is to advance the goal of high speed internet access in the rural parts of Richland County. There is no hidden agenda in this. This is just a way that we can use existing cell towers to provide access to high speed internet in places where otherwise it might take years to get. It will be a benefit to those areas, and not a burden.

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

The vote in favor was unanimous.

6. **ADJOURNMENT** - The meeting adjourned at approximately 7:29 PM.

2019 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
8	SWEARING-IN CEREMONEY – 3:00 PM
8	SPECIAL CALLED – 4:45 PM
8	COMMITTEES – 5:00 PM
24-25	COUNCIL RETREAT
FEBRUARY:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
7	REGULAR SESSION – 6:00 PM
21	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
JUNE:	
4	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM

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

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

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

Visit our Website at www.rcgov.us for updated information.

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

Richland County Council Request for Action

Subject:

18-033MA
Sanjiv Narang
HI to GC (1.46 Acres)
809 Idlewild Boulevard
TMS # R11209-02-04

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R11209-02-04 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R11209-02-04 from Heavy Industrial District (HI) to General Commercial District (GC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 25, 2018
First Reading: September 25, 2018
Second Reading: October 2, 2018
Third Reading: October 16, 2018

Richland County Council Request for Action

Subject:

18-034MA
Johnathan L. Yates
PDD to PDD (49.27 Acres)
1141 Kelly Mill Road
TMS # R23300-03-06

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R23300-03-06 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R23300-03-06 from Planned Development District (PDD) to Planned Development District (PDD).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

18-037MA
Ben H. Higgins
RU to NC (1.02 Acres)
1041 McCords Ferry Road
TMS # R38000-03-02

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R38000-03-02 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R38000-03-02 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

18-039MA
Gabriel McFadden
RU to NC (1.21 Acres)
Dutch Fork Road
TMS # R01507-02-05

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R01507-02-05 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R01507-02-05 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

18-040MA
Scott Morrison
GC to RM-HD (7.22 Acres)
Brighton Road
TMS # R17004-02-02 (Portion)

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17004-02-02 (PORTION OF) FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17004-02-02 (Portion of) from General Commercial District (GC) to Residential Multi-Family High Density District (RM-HD).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of _____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

18-041MA
Ridgewood Missionary Baptist Church
RU to OI (1.63 Acres)
Lawton Street
TMS # R09310-03-14, 16-23

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R09310-03-14, 16, 17, 18, 19, 20, 21, 22 and 23 FROM RURAL DISTRICT (RU) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R09310-03-14, 16, 17, 18, 19, 20, 21, 22 and 23 from Rural District (RU) to Office and Institutional District (OI).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: November 15, 2018

Second Reading: December 4, 2018 {Tentative}

Third Reading: December 11, 2018 {Tentative}

Public Hearing: November 15, 2018

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; “TRANSPORTATION, INFORMATION, WAREHOUSING, WASTE MANAGEMENT, AND UTILITIES” OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SECTION 26-152, SPECIAL EXCEPTIONS; SO AS TO PERMIT RADIO, TELEVISION, AND OTHER SIMILAR TRANSMITTING TOWERS WITH SPECIAL REQUIREMENTS IN THE RURAL (RU), LIGHT INDUSTRIAL (LI), AND HEAVY INDUSTRIAL (HI) DISTRICTS AND TO REMOVE THE SPECIAL EXCEPTION REQUIREMENTS FOR RADIO, TELEVISION, AND OTHER SIMILAR TRANSMITTING TOWERS IN THE RURAL (RU), LIGHT INDUSTRIAL (LI), AND HEAVY INDUSTRIAL (HI) DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, And Special Exceptions; “Transportation, Information, Warehousing, Waste Management, And Utilities” Of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Toys and Hobby Goods and Supplies														P	P	P	P
<u>Transportation, Information, Warehousing, Waste Management, and Utilities</u>																	
Airports or Air Transportation Facilities and Support Facilities															P	P	P
Antennas		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Bus Facilities, Interurban													P	P	P	P	P
Bus Facilities, Urban													P	P	P	P	P
Charter Bus Industry														P	P	P	P
Courier Services, Central Facility															P	P	P
Courier Services, Substations											P		P	P	P	P	P
Landfills and Structural Fill Sites (Ord. 071-14HR; 12-9-14)		SE															SE
Limousine Services														P	P	P	P
Materials Recovery Facilities (Recycling)															P	P	P
Power Generation, Natural Gas Plants, and Similar Production Facilities																	P
Radio and Television Broadcasting Facilities (Except Towers)											P		P	P	P	P	
Radio, Television, and Other Similar Transmitting Towers (038-12HR; 6-19-12)		SE P									SE	SE	SE	SE	SE	SE P	SE P
Rail Transportation and Support Facilities																	P
Recycling Collection Stations																	P
Remediation Services															P		P
Scenic and Sightseeing Transportation													P	P	P	P	P
Sewage Treatment Facilities, Private																	P
Sludge, Non-Hazardous (Ord. 071-14HR; 12-9-14)																	SR
Taxi Service Terminals													P	P	P	P	P

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(62) Radio, Television, and Other Similar Transmitting Towers – RU, LI, HI”, the existing Paragraph (62) is renumbered to read as Paragraph (63), and all remaining paragraphs are renumbered in appropriate chronological order.

(62) Radio, Television, and Other Similar Transmitting Towers – (RU, LI, HI)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(62) Radio, Television, and Other Similar Transmitting Towers”, the existing Paragraph (62) is renumbered to read as Paragraph (63), and all remaining paragraphs are renumbered in appropriate chronological order.

(62) *Radio, television and telecommunications and other transmitting towers.*

- a. Use districts: Rural; LI Light Industrial; Heavy Industrial.
- b. Communication towers shall have a maximum height of three hundred (300) feet. For towers on buildings, the maximum height shall be twenty (20) feet above the roofline of buildings forty (40) feet or four stories in height or less. For buildings greater than four stories or forty-one (41) feet in height, the maximum height of communication towers shall be forty feet above the roofline.
- c. The minimum setbacks for communication towers from abutting districts shall be as follows:
 1. Communication towers abutting a residentially zoned parcel shall have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; whichever is less. Fall zones shall be certified in the form of a letter from an engineer, licensed by the State of South Carolina, that includes the engineer's original signature and seal. The fall zone shall not encroach onto structures on any property; nor shall the fall zone encroach onto adjacent properties, unless the owner of the adjacent property signs a waiver. The waiver shall be in a recordable waiver document and shall indemnify and hold the county harmless. In no case shall the fall zone encroach into a public right-of-way. Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of, maintenance of, and/or collapse of the communication tower and antenna, including the removal of said communication tower and antenna.
 2. Communication towers abutting a non-residentially zoned parcel with a habitable residential dwelling shall have a minimum setback of fifty (50) feet.
 3. Communication towers abutting a non-residentially zoned parcel without a habitable residential dwelling shall observe the setbacks of the district in which it is located.

- d. The proposed user must show proof of an attempt to collocate on existing communication towers, and must be willing to allow other users to collocate on the proposed tower in the future subject to engineering capabilities of the structure. Evidence of an attempt to collocate must show that alternative towers, buildings, or other structures are not available for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from other communication towers.
- e. Towers shall be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agencies. However, no nighttime strobe lighting shall be incorporated unless required by the Federal Communications Commission, the Federal Aviation Administration, or other regulatory agency.
- f. Each communication tower and associated buildings shall be enclosed within a fence at least seven (7) feet in height.
- g. Each communication tower site shall be landscaped in accordance with the requirements of Section 26-176 of this chapter.
- h. No signage may be attached to any portion of a communications tower. Signs for the purpose of identification, warning, emergency function or contact or other as required by applicable state or federal rule, law, or regulation may be placed as required by standard industry practice.
- i. A communications tower which is no longer used for communications purposes must be dismantled and removed within one hundred twenty (120) days of the date the tower is taken out of service.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (c), Special Exceptions Listed by Zoning District; is hereby amended to read as follows:

- (22) Radio, Television, and Other Similar Transmitting Towers – (OI, NC, RC, GC, M-1)

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; is hereby amended to read as follows:

- (22) *Radio, television and telecommunications and other transmitting towers.*
 - a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 Light Industrial.
 - b. Communication towers shall have a maximum height of three hundred (300) feet. For towers on buildings, the maximum height shall be twenty (20) feet above the roofline of buildings forty (40) feet or four stories in height or less. For buildings greater than four stories or forty-one (41) feet in height, the maximum height of communication towers shall be forty feet above the roofline.
 - c. The minimum setbacks for communication towers from abutting districts shall be as follows:

1. Communication towers abutting a residentially zoned parcel shall have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; whichever is less. Fall zones shall be certified in the form of a letter from an engineer, licensed by the State of South Carolina, that includes the engineer's original signature and seal. The fall zone shall not encroach onto structures on any property; nor shall the fall zone encroach onto adjacent properties, unless the owner of the adjacent property signs a waiver. The waiver shall be in a recordable waiver document and shall indemnify and hold the county harmless. In no case shall the fall zone encroach into a public right-of-way. Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of, maintenance of, and/or collapse of the communication tower and antenna, including the removal of said communication tower and antenna.
 2. Communication towers abutting a non-residentially zoned parcel with a habitable residential dwelling shall have a minimum setback of fifty (50) feet.
 3. Communication towers abutting a non-residentially zoned parcel without a habitable residential dwelling shall observe the setbacks of the district in which it is located.
- d. The proposed user must show proof of an attempt to collocate on existing communication towers, and must be willing to allow other users to collocate on the proposed tower in the future subject to engineering capabilities of the structure. Evidence of an attempt to collocate must show that alternative towers, buildings, or other structures are not available for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from other communication towers.
 - e. Towers shall be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agencies. However, no nighttime strobe lighting shall be incorporated unless required by the Federal Communications Commission, the Federal Aviation Administration, or other regulatory agency.
 - f. Each communication tower and associated buildings shall be enclosed within a fence at least seven (7) feet in height.
 - g. Each communication tower site shall be landscaped in accordance with the requirements of Section 26-176 of this chapter.
 - h. No signage may be attached to any portion of a communications tower. Signs for the purpose of identification, warning, emergency function or contact or other as required by applicable state or federal rule, law, or regulation may be placed as required by standard industry practice.

- i. A communications tower which is no longer used for communications purposes must be dismantled and removed within one hundred twenty (120) days of the date the tower is taken out of service.

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

Richland County Council Request for Action

Subject:

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Southeast, 7421 Garners Ferry Road; Richland County TMS#16409-04-02 (PORTION); CF#191-10A

Notes:

November 15, 2018 – The committee recommended Council approve the ordinance.

First Reading
Second Reading:
Third Reading:
Public Hearing:



Development & Services Committee Meeting Briefing Document

Agenda Item

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Southeast, 7421 Garners Ferry Road; Richland County TMS#16409-04-02 (PORTION); CF#191-10A

Background

Richland Library has operated a library at 7421 Garners Ferry Rd. since 1992 when it renovated a former building supply store. The water line and easement were deeded to the City of Columbia by action of County Council. Richland Library has again renovated the building and added new domestic water service as well as fire sprinkler water service, the old water line was repurposed as an irrigation meter. 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 services 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

Requirement for the Library to receive a Certificate of Occupancy and open to the public.

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives

1. Consider the request and approve the ordinance.
2. Consider the request and do not approve the ordinance.

Staff Recommendation

Staff recommends approval of the ordinance.

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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN WATER LINES TO SERVE THE RICHLAND COUNTY PUBLIC LIBRARY SOUTHEAST BRANCH; RICHLAND COUNTY TMS #16409-04-02 (PORTION).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR THE RICHLAND COUNTY LIBRARY SOUTHEAST BRANCH; RICHLAND COUNTY TMS #16409-04-02 (PORTION); CF#191-10A, 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:

Richland County Council Request for Action

Subject:

Approval to award Emergency Services Department purchase orders for Self Contained Breathing Apparatus (SCBA's or air packs) purchase to Newton's Fire & Safety Equipment, Inc

Notes:

November 15, 2018 – The committee recommended Council approve the purchase of SCBA's from Newton's Fire & Safety Equipment, Inc. for \$1,816,862.40.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Approval to award Emergency Services Department purchase orders for Self Contained Breathing Apparatus (SCBA's or air packs) purchase to Newton's Fire & Safety Equipment, Inc. Funding is available and this is a Sole Source procurement. No additional funds are needed.

Background

The fire department and the Richland County Fire Marshal's office use SCBA's in routine and special operations response. The current SCBA's have reached the "end of life" and are no longer supported in maintenance and parts. The Columbia Fire Department has determined that the replacement will be the MSA G1 4500 to include telemetry and thermal imaging camera. Columbia is purchasing the City's replacement SCBA's and has issued a purchase order for their purchase to Newton's Fire & Safety, Inc. Newton's is the sole provider of MSA products in South Carolina.

To remain compatible with the type of equipment purchased by the Columbia Fire Department for their firefighters, Richland County will purchase the same model for those needed for the County stations and Fire Marshal teams. Funding is available in the FY19 budget for this expenditure.

Fire Department	\$1,370,682.00
RC Fire Marshal	\$446,180.40

Total	\$1,816,862.40

This is a Sole Source procurement.

Issues

None.

Fiscal Impact

The total cost of this purchase is \$1,816,862.40. Funding is available in the FY19 budget for this expenditure. No additional funds are being requested.

Past Legislative Actions

Council approved third reading for the bond issuance on July 10, 2018.

Alternatives

1. Approve the purchase for the new SCBA's.
2. Do not approve the purchase.
3. Bid the equipment out.

Staff Recommendation

It is recommended that Council approve the purchase of SCBA's from Newton's Fire & Safety Equipment, Inc., for \$1,816,862.40.

Submitted by: Emergency Services Department

Date: October 16, 2018





NEWTON'S

FIRE & SAFETY EQUIPMENT, INC.

PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: 800-672-5918 Fax: (336) 578-1982

Quotation

Date: July 17, 2018
Quote #:
Purchased/Requested By: Paul Baust
Salesperson: Seth Newton
County: Richland
Payment Terms: NET/30
FOB: Origin PPD/Add

BILL TO: Columbia Fire Dept
(Richland County)

SHIP TO: Columbia Fire Dept
1901 Harden St
Columbia, SC 29201

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
150			MSA G1 4500 PSI SCBA w/Threaded Remote Connection Standard Harness w/Chest Strap, Metal Cylinder Band. Adjustable Swiveling Lumbar Pad, Solid Cover Left Shoulder Regulator w/Continuous Hose, ExtendAire II Left Chest Speaker Module, Telemetry PASS on on Right Shoulder, Rechargeable Battery G1FS-422MA2C2LCR	\$ 4,930.00	\$ 739,500.00
150		10156467	MSA Kevlar Transfill Pouch Only	\$ 170.00	\$ 25,500.00
275		10156424-SP	MSA 4500 PSI 45 Minute Superlight Cylinder	\$ 835.00	\$ 229,625.00
395		G1FPM1M4C1	MSA G1 Facepiece Hycar Rubber w/4 Point Adustable Harness & Neck Strap	\$ 252.00	\$ 99,540.00
20		10144230	MSA G1 Spectacle Kit	\$ 80.00	\$ 1,600.00
3		10072240	MSA Base Station w/Magnetic Antenna	\$ 1,375.00	\$ 4,125.00
1		10158407	MSA G1 RFID Reader/Writer	\$ 395.00	\$ 395.00
150		10083875	MSA Telemetry ID Tag	\$ 25.00	\$ 3,750.00
150		ATO Config "G"	MSA Integrated Thermal Imaging Camera	\$ 795.00	\$ 119,250.00
24		10158385	MSA G1 6 Bank Battery Charging Station	\$ 385.00	\$ 9,240.00
160		10148741-SP	MSA G1 Replacement Lithium-Ion Rechargeable Batteries	\$ 210.00	\$ 33,600.00
5		10165336	MSA RescueAire II Conversion Kit, G1	\$ 605.00	\$ 3,025.00

*Freight Free

NOTES:

		Sales Total: \$ 1,269,150.00
		Estimated Freight:
(Richland)	8.00%	Sales Tax: \$ 101,532.00
		Total: \$ 1,370,682.00

County Cylinder Labeling and Facepiece

<u>Name</u>	<u>Qty</u>
ENGINE 14	9
ENGINE 15	9
ENGINE 17	9
ENGINE 18	9
ENGINE 19	9
ENGINE 20	9
ENGINE 21	9
ENGINE 22	9
ENGINE 23	9
ENGINE 24	9
ENGINE 25	9
ENGINE 26	9
ENGINE 27	9
ENGINE 28	9
ENGINE 29	9
ENGINE 30	9
ENGINE 31	9
ENGINE 32	9
ENGINE 33	9
ENGINE 34	9
LADDER 14	12
RESCUE 2	14
RESCUE 3	14
RESCUE 4	14
RESCUE 5	14
TANKER 15	1
TANKER 17	1
TANKER 18	1
TANKER 19	1
TANKER 20	1
TANKER 21	1
TANKER 22	1
TANKER 23	1
TANKER 25	1
TANKER 26	1
TANKER 27	1
TANKER 28	1
TANKER 29	1
TANKER 30	1
TANKER 31	1

<u>Name</u>	<u>Qty</u>
BATTALION 3	1
BATTALION 4	1
BATTALION 5	1
RCFS	9

Total County	275 45min

Facepieces

Small – 70
 Medium – 250
 Large – 75

Total = 395



July 5, 2017

City of Columbia Fire Department

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

Thank you, Columbia Fire Department for your interest in the MSA product line.

This letter confirms that Newton's Fire & Safety is the sole authorized distributor of MSA SCBA and Thermal Imaging Cameras for the Municipal Fire Service Market for Richland County, South Carolina.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink that reads "Scott McGuire".

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.

PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: 800-672-5918 Fax: (336) 578-1982

Quotation

Date: August 24, 2018
Quote #:
Purchased/Requested By: David Bagwell
Salesperson: Seth Newton
County: Richland
Payment Terms: NET/30
FOB: Origin PPD/Add

BILL TO: Richland County

SHIP TO: Richland Emergency Services

**1410 Laurens St
Columbia, SC 29201**

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
50			MSA G1 4500 PSI SCBA w/Threaded Remote Connection Standard Harness w/Chest Strap, Metal Cylinder Band, Adjustable Swiveling Lumbar Pad, Solid Cover Left Shoulder Regulator w/Continuous Hose, ExtendAire II Left Chest Speaker Module, Telemetry PASS on on Right Shoulder, Rechargeable Battery G1FS-422MA2C2LCR	\$ 4,930.00	\$ 246,500.00
100		10156426-SP	MSA 4500 PSI 60 Minute Superlight Cylinder	\$ 1,055.00	\$ 105,500.00
50		G1FFPM1M4C1	MSA G1 Facepiece Hycar Rubber w/4 Point Adjustable Harness & Neck Strap	\$ 252.00	\$ 12,600.00
3		10158385	MSA G1 6 Bank Battery Charging Station	\$ 385.00	\$ 1,155.00
20		10148741-SP	MSA G1 Replacement Lithium-Ion Rechargeable Batteries	\$ 210.00	\$ 4,200.00
50		ATO Config "G"	MSA Integrated Thermal Imaging Camera	\$ 795.00	\$ 39,750.00
10		10144230	MSA G1 Spectacle Kit	\$ 80.00	\$ 800.00
1		10072240	MSA Base Station w/Magnetic Antenna	\$ 1,375.00	\$ 1,375.00
50		10083875	MSA Telemetry ID Tag	\$ 25.00	\$ 1,250.00
*Freight Free					

NOTES:

Sales Total: \$ 413,130.00
Estimated Freight:
(Richland) 8.00% Sales Tax: \$ 33,050.40
Total: \$ 446,180.40

Richland County Council Request for Action

Subject:

Electronic recording (e-recording) memorandum of understanding (MOU) between Richland County and Corporation Service Company (CSC)

Notes:

November 15, 2018 – The committee recommended Council approve the MOU.



**Administration and Finance Committee Meeting
Briefing Document**

Agenda Item

Electronic recording (e-recording) memorandum of understanding (MOU) between Richland County and Corporation Service Company (CSC).

Background

Electronic recording is the method of recording documents thru the internet. South Carolina Code of Law 30-6-30 establishes the validity of digitally recorded documents. Submitters will scan and upload original documents to the e-recording software program. The recording fees and applicable taxes are paid to CSC. Next, the documents are electronically submitted to Register of Deeds division. These digital documents are reviewed, recorded, indexed, proofed and returned. Lastly, CSC will make a daily deposits of monies collected for recordings to the County thru an Automated Clearing House (ACH) payment.

County's Legal Department has reviewed the MOU to form and provided edits (Attachment A).

Issues

Ability to e-record documents is contingent upon an MOU with Corporation Service Company.

Fiscal Impact

There are no fiscal impacts to the County.

Past Legislative Actions

There are no past legislative actions.

Alternatives

1. Consider the proposed memorandum of understanding and approve as is.
2. Do not approve the proposed memorandum of understanding.

Staff Recommendation

Staff recommends County Council approve the memorandum of understanding.

Submitted by: Tracy Hegler, Community Planning & Development Director

Date: November 9, 2018





CSC Memorandum of Understanding Agreement

A Response to Richland County, SC

Prepared for: Richland County, SC

Prepared by:

Joe DeLuca
National Account Manager

Prepared on:

September 6, 2018

CSC® 251 Little Falls Drive Wilmington, DE 19808-1674

Phone: 800-927-9800 x 65844

Phone: 302-636-5401 x 65844

Fax: 302-636-5454

Web: www.cscglobal.com

Contents of this proposal are confidential and are presented
for the exclusive use of Richland County, SC

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CSC Memorandum of Understanding Agreement

THIS MEMORANDUM OF UNDERSTANDING, dated September 6, 2018, (this "MOU") is between the **Richland County, SC** Government Recording Office ("GRO") with its principal offices located at **1701 Main St, Columbia, South Carolina, 29201-2819**, and Corporation Service Company ("CSC"), a Delaware corporation with principal offices located at 251 Little Falls Drive, Wilmington, DE 19808.

The parties acknowledge that Electronic Recording permits its customers ("Submitters") to prepare and sign documents, transmit them in electronic format, and that the transmitted electronic likeness of the original documents can be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, the original paper documents.

For purposes of this MOU, Electronic Recording ("E-Recording") is the electronic submission of documents from CSC to GRO for which GRO will provide CSC an electronic receipt

Therefore, the parties agree to the following:

GRO's Responsibilities:

GRO shall promptly notify CSC of any material changes to recording requirements or any changes to recording fees.

GRO shall examine the electronic documents and indexing information, and complete the recording process using the electronic documents (the "E-files"). GRO acknowledges that Submitter provides indexing data for convenience and that such indexing data is not required for the E-Recording of documents. GRO shall not reject a document based on the indexing information unless the incorrect indexing information prevents GRO from verifying the document image or correctly calculating the recording fees.

GRO shall monitor the documents received and recorded through E-Recording in an effort to ensure document integrity.

GRO shall test and maintain E-Recording software and hardware required to operate the E-Recording capability. GRO, however, shall be held harmless for any damages resulting from software or equipment failure.

GRO shall apply the same level of diligence in handling E-files as those submitted via hard copy. Documents received on any business day after 4pm local time may be processed the next business day and in the order they were received.

GRO shall not void a document after recording except when required by law and shall immediately notify CSC when GRO voids a recorded document.

GRO may refuse acceptance of documents from CSC at any time without prior written or verbal notice to CSC upon the failure of CSC to pay recording fees as outlined within this MOU.

CSC's Responsibilities:

CSC shall work to ensure that security measures and credentials implemented are protected from unauthorized access, including by utilizing unique credentials for Submitters.

CSC shall maintain an electronic audit trail of all activity.

CSC shall be responsible for supporting any technical issues associated with E-Recording through their submitting software program. CSC is solely responsible for any and all costs of the system or services that enable CSC to meet the E-Recording program requirements.

CSC will email a daily report to GRO each evening detailing the documents recorded that day and the

associated recording fees owed by Submitters ('ePay Report') Recording fees will be paid daily via ACH by CSC for the E- Files recorded on the prior business day.

General Understanding:

GRO will not incur any liability for the E-files transmitted by CSC to GRO.

GRO will not incur any liability for any breach of security, fraud or deceit as a result of E-Recording.

Neither party shall be liable to the other for (i) any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the E-Recording transmission or receipt; (ii) any failure to perform processing of the E-files where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the E-Recording transactions.

The parties will attempt in good faith to resolve claims arising out of or relating to E-Recording either through negotiation or mediation prior to initiating litigation.

The parties acknowledge that the electronic recording process is an emerging technology and that state and national standards 1, will continue to evolve. To further the technology and the E-Recording process, all parties agree to meet to discuss changes and additions to this MOU if necessary.

~~This MOU shall not be deemed to create a partnership between CSC and GRO in their respective endeavors, nor cause them to be considered members of any joint enterprise.~~

CSC shall be fully independent in performing the services and shall not act as an agent or employee of the GRO or the County of Richland. Nothing contained in this MOU shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. No party shall make any warranties or representations on behalf of any other party.

ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this MOU, together with Attachment A, Technical Specifications, and Attachment 8, Contact Information, represents the entire agreement between the parties.

TERMINATION. Either party may terminate this MOU without cause with 30 days written notice to the other party. CSC remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

NO WARRANTIES/RELEASE OF LIABILITY. Absent gross negligence or willful misconduct, CSC agrees to release the GRO, the County of Richland, its officers, agents and employees from any liability in connection with the E-Recording of documents under this MOU. Parties to E-Recording understand that there are no warranties, express or implied, in connection with such transactions or E-files.

GOVERNING LAW. Without regard to state conflict of law provisions, the parties agree that this MOU shall be governed by the laws of the state in which the E-files are recorded, as if this MOU were a contract wholly entered into and wholly performed within that state. Any action to enforce this MOU or any matter related to this MOU shall be brought in any federal or state court within the state in which the E-files are recorded.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CSC®



SIGNED

Mark Rosser

PRINT NAME

Vice President

TITLE

September 6, 2018

DATE

RICHLAND COUNTY, SC

SIGNED

PRINT NAME

TITLE

DATE

Attachment A

Technical Specifications

~~**E-Recording** involves three levels of automation, which are described as follows:~~

LEVELS OF RECORDING – Electronic Recording has three recognized formats; Richland County will accept documents filed in the Model 2 format as described below.

Model 1 Submitters transmit the E-files of executed original documents (the "Original Copies") to the GRO. The GRO performs an electronic examination of the E-files and then completes the recording process using the E- Files. The E-files of the recorded document are returned electronically to the Submitters.

Model 2 Submitters transmit E-files of Original Copies along with electronic indexing *information* to the GRO. The GRO performs an electronic examination of the E-files and indexing data, and then completes the recording process using the E-files and electronic indexing information. The E-files are returned electronically to Submitters along with the electronic recording data.

Model 3 Submitters transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The GRO performs an electronic examination of the E-files and indexing information then completes the recording process using the E-files.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options: TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images **will** be in single page Group IV TIFF format

SJModels (or Levels) of Recording Supported: Models 1, 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

~~The use of Electronic or Digital signatures, notary seals, and notary signatures are to be provided as allowed and required by South Carolina state and local law and Richland County Policy The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. CSC must work with the GRO to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.~~

7) Indexing Requirement and Imaging Standards:

Will be determined by CSC and the GRO during the implementation process.

8) Acceptance/Rejection of Documents:

Submitted documents that are accepted for recording will be provided to CSC by GRO

in electronic format after acceptance. Confirmation of acceptance and recordation by GRO will be provided to CSC in electronic format after recordation is complete. This confirmation will include the document image and

GRO recording data. GRO reserves the right to make changes to the index at a later date.

GRO will return rejected documents to CSC in electronic format after rejection, along with a description of the reason(s) for rejection. CSC will electronically return the documents to the Submitter for correction and resubmission.

CSC agrees to provide the transmission to the GRO following the specifications outlined. CSC understands that the specifications may change from time to time. In the event changes to the specification are required, the GRO will provide a written notice to the CSC within a reasonable timeframe.

Attachment B

Contact Information

Primary Contact Name:

Primary Contact Phone:

Primary Contact Email:

Additional Contact Names, Phone, Email:

Daily Reports will be sent to:

Additional recipients of Daily Reports (Name, Email):

or csc-help@csdnfo.com

2) Billing/Accounting Support:

Please contact csc-accounting@cscinfo.com

3) Additional Vendor Contacts:

Reggie Rogers, Operations Mgr. reggie.rogers@cscglobal.com(800) 927-9801 x64147

Tyler Worf, Operations Mgr. tyJer.worf@cscglobal.com(800) 927-9801 x64131

Richland County Council Request for Action

Subject:

Intergovernmental Agreement between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance (Attachment A)

Notes:

November 15, 2018 – The committee recommended Council approve the updated IGA.



Administration & Finance Committee Meeting Briefing Document

Agenda Item

Intergovernmental Agreement between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance (Attachment A).

Background

The Town of Irmo is partly in Richland County and partly in Lexington County. Richland County and the Town of Irmo began operating under an intergovernmental agreement in 2007 (Attachment B), when the Town received its NPDES Phase II Permit, from DHEC, through Lexington County.

Amendments to the County's Ordinance, Chapter 21, were approved in 2013 that better outlined the expectations for road standards and Richland County maintenance (Attachment C).

The Town reached out to both Lexington and Richland Counties to update the agreement and expand the engineering review responsibilities of Richland County.

The Legal Department has reviewed the IGA to form only, rendering no opinion on the contents.

Issues

Staff would note a couple things to consider:

- The IGA, as proposed, does not mention any review fees for the County's work related to this.
- The Town of Irmo holds the construction bonds, meaning the County has little control over ensuring there are provisions in place to properly complete roads and drainage before we take them over for maintenance.
- Lexington County issues all building permits for the Town of Irmo, even within Richland County's jurisdiction, which often creates confusion.

Fiscal Impact

There is a cost associated with staff's plan review time and maintenance of infrastructure.

Past Legislative Actions

- July 10, 2007 – Approval of intergovernmental agreement with Town of Irmo implementing the Town's Phase II NPDES Permit.
- November 3, 2015 – Approval of an Ordinance amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; so as to create a new section to handle roadway improvements in the Town of Irmo, South Carolina; and amending Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-6(a); so as to accommodate the new section.

Alternatives

1. Approve the updated IGA as presented.
2. Do not approve the updated IGA as presented.

Staff Recommendation

This is a decision of County Council.

ATTACHMENT A

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement and entered into this ____ day of ____ 2018, by and between the County of Richland, the County of Lexington, bodies politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lies in both Richland and Lexington Counties

WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties.

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County.

WHEREAS, The Town of Irmo is desirous to continue Intergovernmental Agreements with Richland County and Lexington County.

WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have conducted coordinating meetings to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland and Lexington County or both.

NOW THEREFORE, in consideration of the promises and mutual understanding and obligations herein set forth, the parties agree to as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Land Development projects within the Town of Irmo located entirely within either county boundary will be reviewed, inspected, and maintained by the county in which it is located.
- B. For projects within the Town of Irmo where the project lies in both counties, the Town shall submit copies of the proposed development to each county. The following determines which county will be responsible for review and inspection:

1. **Residential Developments** - The County which has the majority of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain their respective roadways and storm drainage systems as to the approved plans. Coordination between the two counties will decide who has the majority of the roadway. The county inspecting the project will give a courtesy call to the other county for inspection of major items such as proof rolls, etc.
2. **Commercial Developments** - The County with the majority of the acreage of disturbance will review and inspect the project to that county's engineering standards. Coordination between the two counties will decide who has the majority of the acreage of disturbance.
3. The county responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer to inform them to which county the project has been allocated.

Section Two: Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance. The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all internal requirements have been met. Once the county of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired the approved Land Disturbance Permit will be forwarded to Town of Irmo for distribution to applicant. The county of jurisdiction will not allow applicant, engineer, or contractor to take ~~possession~~ ~~(possession?)~~ possession of approved Land Disturbance Permits.

Section Three: Richland County Maintenance Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance ~~either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or~~ by the Municipality. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

- B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.
- C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

Section Four: Duration

The duration of this Agreement shall be for a term of five (5) years and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the anniversary date of this Agreement.

Section Five: Previous Agreements

- A. The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General

Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

B. This agreement supersedes all previous agreements between the Town of Irmo and Richland County.

Section Six: Funding

The County will assess the residents of the Municipality in Richland County the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed as heretofore duly authorized on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

ATTACHMENT B

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) FOR ROADS & MAINTENANCE AND
COUNTY OF RICHLAND) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this __ day of July, 2007, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality ");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, later

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Page 1 of 6 OCT 18 2007

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II - Municipal Responsibilities

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III – Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article 1.

ARTICLE 3 - GENERAL

Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III - Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV - Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

Section V- Termination by the Municipality

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI- Insurance

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII- Duration

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII- Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Sydney Keating
Tony McDonald

John
[Signature]

COUNTY OF RICHLAND

By:

J. Milton Pope
J. Milton Pope
County Administrator

Richland County Attorney's Office
Amelia K. Linder
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TOWN OF IRMO

By:

John L. Gibbons
John L. Gibbons
Mayor

ATTACHMENT C

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 056-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

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 RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County:
 - a. All improvements will be constructed to the standards of Lexington County.
 - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
 - a. All improvements will be constructed to the standards of Richland County.
 - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.
- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:


- (a) Except as provided for in sections 21-4, 21-5, and 21-5.5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

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

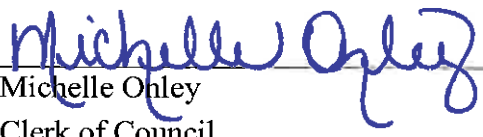
SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. Effective Date. This ordinance shall be effective from and after November 5, 2013.

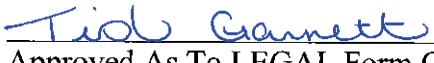
RICHLAND COUNTY COUNCIL

BY: 
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE 6th DAY
OF November, 2013.


Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

First Reading: October 1, 2013
Second Reading: October 15, 2013
Public Hearing: November 5, 2013
Third Reading: November 5, 2013

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; so as to standardize this chapter more closely with the Municipal Association of SC's model business license ordinance and to reflect enhanced enforcement priorities to pursue enhanced quality of life for the Richland County Community

Notes:

November 15, 2018 – The committee recommended Council approve the proposed ordinance amendments for first reading and recommend a work session to review and discuss further.

First Reading:

Second Reading:

Third Reading:

Public Hearing:



Development and Services Committee Meeting Briefing Document

Agenda Item

Ordinance Amendments – Revising the Business License Ordinance

Background

Council is requested to amend the Richland County Code of Ordinances relating to business licenses. These proposed amendments would standardize the ordinance, clarify language, adjust to changing circumstances, better serve the business community, and better serve the County's priorities more effectively and efficiently.

Twelve years ago, in 2006, the Business Service Center was developed to better meet the County's license and tax compliance needs. In 2007, the business license ordinance was completely overhauled, modified for almost the first time since the business license ordinance was initially approved by Council in 1987.

Now, eleven years later, staff reviewed the business license ordinance once again to consider what revisions are appropriate. The resulting proposed business license ordinance amendments would:

1. Standardize the ordinance to more closely mirror the recently updated Model Business License Ordinance recommended by the Business Licensing Officials Association for adoption by business license operations around the state – to help make business licensing easier for businesses around the state;
2. Clarify existing ordinance language where needed or appropriate;
3. Update the ordinance based on experiences encountered over the last eleven years;
4. Update the ordinance to reflect a better understanding of developing business trends – and proactively equipping the County to meet those needs (i.e., virtual offices, food delivery services, etc.);
5. Enhance the quality of services provided to the business community; and
6. Enhance the County's ability to protect and improve the quality of life for its citizens from businesses operating unlawfully.

Issues

The Richland County business license ordinance has not been comprehensively reviewed and updated since 2007. During the intervening eleven years, many lessons have been learned and multiple issues have arisen that demonstrate the need for a substantial revision. Key issues include:

- Difficulty in effectively addressing the challenges the County encounters relating to bars, nightclubs, and strip clubs with existing ordinance language
- Lack of clarification in existing business license ordinance language
- Basic “house-keeping” of the ordinance, including better organizing the ordinance sections, deleting duplicative language, and deleting language which does not relate to County business license operations
- Judicial decisions relating to business licenses that should be addressed
- Adverse implications of previously proposed state-mandated legislation resulting from lack of standardization among business license operations statewide

Timing: In order for these proposed revisions to take effect on January 1, at the start of the upcoming business license renewal season, these ordinance amendments would need to be approved by December 31.

Legal will be present at the Committee meeting to answer any questions or to provide guidance if requested.

Fiscal Impact

There is no financial impact to the business license ordinance amendments currently being proposed.

Past Legislative Actions

At the 2018 County Council retreat, Council requested that staff review the business license ordinance and consider any amendments that may better meet the County’s needs.

Alternatives

1. Approve the proposed ordinance amendments to go to Council for first reading.
2. Approve the proposed ordinance amendments to go to Council for first reading and recommend a work session to review and discuss further.
3. Do not approve the proposed ordinance amendments for consideration by Council.

Staff Recommendation

Staff recommends the business license ordinance amendments as proposed be approved to go to County Council for first reading and schedule a work session to review.

Submitted by: Tracy Hegler, Community Planning & Development Director

Date: November 30, 2018

Attachments: See also the “Business License Ordinance Overhaul Review”



Business License Ordinance Overhaul Review

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Purpose for Business License Ordinance Rewrite

1. To standardize the ordinance to more closely mirror the recently updated Model Business License Ordinance recommended by the Business Licensing Officials Association for adoption by business license operations around the state – to help make business licensing easier for businesses around the state
2. To update the ordinance based on experiences encountered over the last eleven years
3. To update the ordinance to reflect a better understanding of developing business trends – and proactively equip the County to meet those needs (i.e., virtual offices, food delivery services, etc.)
4. To clarify existing ordinance language where needed or appropriate
5. To enhance the County’s ability to protect and improve the quality of life for its citizens from businesses operating unlawfully.
6. To enhance the quality of services provided to the business community

Preparation for Overhaul

Reference Sources

- 2018 Municipal Association of SC’s Model Business License Ordinance
- MASC – 2017 BL Legislation Submitted to the State General Assembly
- Other business license ordinances around the state

Intended Reviewers:

- BSC Staff
- Major Harry Polis, Richland County Sheriff’s Dept.
- Municipal Association of SC: BLOA Staff Liaison
- CP & D Director Tracy Hegler
- County Attorney’s Office
- Danny Crowe, Business License attorney

Descriptions of Revisions to the Business License Ordinance

In all sections, the phrase “business license fee” has been changed to “business license tax” to reflect more accurately the nature of the business license. The Municipal Association of SC’s recently updated Model Business License Ordinance includes this change.

Section 16-1: License Required

1. Identify approved business activity on the business license
2. Specify violation of “unlicensed activity”

Section 16-2: Definitions

3. Standardize some definitions
4. Remove unnecessary definitions
5. Revise the definition of a Drinking Place to refer to NAICS codes and the Land Development Code, and not use financial data, which requires an audit
6. Remove language from within definition of “business” regarding charitable organizations and give it its own paragraph within section 16-7, Deductions, Exemptions, etc.
7. Add a definition for NAICS, so this acronym can be used throughout the ordinance

Section 16-3: Purpose and Duration

8. Standardize the license year to begin on May 1 and expire on April 30, to be effective in 2020

Section 16-4: License Fee

9. Change the business license tax due date to April 30, to be effective in 2020. This will make it much easier for businesses to accurately report their exact income from the prior year.
10. Refunds of business license taxes shall not be issued to businesses which are discontinued or sold

Section 16-5: Classification and Rates

11. Standardize the sections and language to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance
12. Add language requiring the updating of the Business License Class Schedule every fifth year

13. Make rates effective by the following fiscal year rather than calendar year
14. Add reference to the Class Schedule as Appendix B of this ordinance, based on NAICS codes, including any modified NAICS codes
15. Add reference to the Rate Schedule as Appendix A of this ordinance
16. Add language requiring that, in years that the Class Schedule is updated, business license tax rates shall be adjusted either up or down so that roughly the same amount of business license revenue is generated by the County
17. Delete the now-unnecessary requirement relating to licenses obtained for years prior to 2008 in which the pre-NAICS code classification system was used
18. Delete language relating to increasing rates by the Consumer Price Index, as this is now done by Council discretion during the budget process
19. Move the subparagraph requiring taxi or shuttle decals to the Business License Rate Schedule
20. Move the subparagraph requiring contractor decals to the Business License Rate Schedule

Section 16-6: Registration Required

21. Clarify language as deemed appropriate
22. Authorize documentation of required information as deemed appropriate
23. Authorize requirement of other financial documents reflecting gross income as deemed appropriate
24. Add language (from Section 16-13, re: penalties) to this more appropriate section relating to when a business license may not be issued, even if payment in full is made. (This language also removes the language regarding accrual of penalties even if payment in full is made, as penalties cannot accrue if payment is made in full.)
25. Delete unnecessary language relating to insurance companies
26. Add language relating to fireworks businesses to comply with Hazardous Materials requirements specified in Code Section 13

Section 16-7: Deductions, Exemptions, Charitable Organizations, and Determination of Classification

27. Standardize the sections and language to more closely mirror the Business Licensing Officials Association's Model Business License Ordinance
28. Remove unnecessary language specifying exemptions which are already specified in state and federal law
29. Move one subparagraph within the same section and combine two other subparagraphs

30. Standardize language regarding charitable organizations
31. Move the subparagraph regarding Determination of Classification to the more appropriate Section 16-5, Classification and Rates

Section 16-8: False Application Unlawful

No change recommended

Section 16-9: Display and Transfer

No change recommended

Section 16-10: Administration, Enforcement

32. Clarify administrative language
33. Remove specific names of departments/divisions and reference offices responsible for different types of codes
34. Clarify powers authorized to other County offices

Section 16-11: Inspection and Audits

35. Remove the third paragraph, as it is unnecessary with the addition of standardizing language to this effect in Section 16-21, Confidentiality

Section 16-12: Assessments

36. Standardize the language to the revised Model Ordinance regarding appeals of assessments
37. Revise delivery methods of assessments to include personal service and electronic methods which document delivery to recipient(s)

Section 16-13: Delinquent License Fees, Partial Payments

38. Revise section heading to include penalties
39. Add standardized language about penalties (moved from Section 16-22)
40. Move the section regarding conditions for which a business license shall not be issued to the more appropriate Section 16-6, Registration Required

Section 16-14: Notices

41. Change the words “business license fee” to “business license tax”

Section 16-15: Denial of License

42. Standardize the denial reasons to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance

43. Move this section to the more appropriate later location just prior to Section 16-18, Revocation

44. Consolidate some reasons to appeal into one bullet instead of two and clarify

45. Remove writing a bad check as a reason for a denial

46. Expand the condition for denying a license from the applicant to the Licensee, prior Licensee, or the person in control of the business if they have violated certain crimes already specified in this section

47. Add as a reason for a denial if the applicant to the Licensee, prior Licensee, or the person in control of the business was convicted of any crime relative to operating a sexually oriented business in Richland County or any other jurisdiction

48. Specify that all denials are effective immediately and the activity of a business must cease after a denial until an appeal is filed

49. Add as a reason for denial if a business license was denied, suspended, or revoked during the previous business license year

50. Add as a reason for denial if a business is delinquent with any County tax or fee and is not on a payment plan in good standing for that tax or fee

Section 16-16: Drinking Places

51. Expand the information and/or documentation that may be required of officers, principals, or financial backers with their application

52. Clarify reasons for denial of a business license

53. Increase the length of time for which an alcohol or liquor license was suspended, revoked, or not renewed as a reason to deny a license from two years to three years to be consistent with the same three year period of time that a business license being denied or revoked is an allowable reason for denying a business license

54. Add as an additional reason for denial the same reason for denial as specified in the sexually oriented business section, i.e., a conviction, within the last five years, of a crime associated with operating a drinking place or a sexually oriented business by State or County Codes

55. Hold businesses responsible for the full compliance of all their independent contractors, with each business required to provide this office a biannual list of the names, addresses, and contact information for each of their contractors
56. Provide notification that business licenses issued to independent contractors for dancing or entertaining does not authorize the contractor to violate the County's Code of Ordinances.
57. Hold all property owners or backers responsible for the legal or illegal activity of any business or activity occurring on any property owned by them, with their knowledge or consent
58. Hold businesses responsible for any illegal activities of their independent contractors, if those activities occurred with their knowledge or consent

Section 16-17: Sexually Oriented Businesses

59. Expand the information and/or documentation that may be required of officers, principals, or financial backers with their application
60. Remove both sections stipulating thirty (30) day requirement to review applications.
61. Remove language authorizing pre-existing sexually oriented businesses to continue to operate during the review process.
62. Add as an additional reason to deny a business license to be the same as a Drinking Place – if an alcohol or liquor license has been suspended, revoked, or not renewed within the last three years
63. Add as an additional reason to deny a business license to be the same as a Drinking Place – if a business license has been denied or revoked within the last three years
64. Add as an additional reason to deny a business license to be the same as a Drinking Place – if within the last five years the applicant or owner/principal has been convicted of a crime associated with a Drinking Place or Sexually Oriented Business according to the County Code of Ordinances
65. Remove the requirement for businesses to complete a statement of their qualifications to operate
66. Hold businesses responsible for the full compliance of all their independent contractors, with each business required to provide this office a biannual list of the names, addresses, and contact information for each of their contractors
67. Provide notification that business licenses to independent contractors for dancing or entertaining does not authorize the contractor to violate the County's Code of Ordinances.
68. Hold all property owners or backers responsible for the legal or illegal activity of any business or activity occurring on any property owned by them, with their knowledge or consent
69. Hold businesses responsible for any illegal activities of their independent contractors, whether or not those activities occurred with their knowledge or consent

Section 16-18: Revocation of License

70. Standardize the suspension/revocation process to more closely mirror the Business Licensing Officials Association's Model Business License Ordinance
71. Add reasons to revoke to mirror the reasons authorized to deny a business license
72. Remove writing a bad check as a reason to revoke
73. Add as a reason to revoke if a business is delinquent with any County tax or fee and is not on a payment plan in good standing for that tax or fee

Section 16-19: Appeals

74. Standardize the Appeals process to more closely mirror the Business Licensing Officials Association's Model Business License Ordinance
75. Reformat authorized reasons for appeal into paragraph form rather than list form
76. Clarify and standardize the length of time a business has to make an appeal and the conditions for an appeal
77. Add a suspension as an allowable appeal
78. Authorize the County Administrator or his/her designee to reject an appeal for failure to comply with the requirements to file an appeal
79. Remove the administrative fee for appeals
80. Extend the amount of time to hold a hearing from thirty calendar days to thirty business days
81. Allow the Business Service Center Director to waive penalties (not to exceed six months) with the provision of documentation relating to the existence of an authorized reason for waiver of penalties. (Any imposition of penalties may be appealed.)
82. Remove the waiver of penalties for timely submission to other taxing entities. This was initially included as a result of the 2006 transfer of business license operations from the City of Columbia to Richland County
83. Remove a duplicate paragraph relating to a waiver of penalties due to an error by the License Official
84. Remove language specifying an appeal of Board decisions in order to remove the ability of a business to operate during any post-Board appeal process.

Section 16-20: Consent, Franchise or Business License Fee Required

85. Replace language with language included in the Business Licensing Officials Association's Model Business License Ordinance. There is no appreciable change in meaning.

Section 16-21: Confidentiality

- 86. Minor language changes to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance.
- 87. Add language to allow (State-authorized) sharing of business license information with other public officials and employees, to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance. This language will replace other language requiring the County Administrator’s approval to share such information.

Section 16-22: Criminal and Civil Penalties, Injunctive Relief

- 88. Move language on civil penalties to Sec. 16-13. Delinquent License Fees, Penalties, and Partial Payment to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance.

New Section: Severability

- 89. Add new Section relating to severability, to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance.

Fee Schedule

- 90. Rename Fee Schedule to Rate Schedule.
- 91. Move the taxi, shuttle, or limo decals requirement from Section 16-5 to the Rate Schedule.
- 92. Clarify taxi or shuttle decal requirement to include *all* vehicles, motorized or non-motorized, whose primary purpose is to move people from one place to another, in the same manner as taxis and shuttles.
- 93. Reformat Rate Class 8 businesses into a table format.

Class Schedule

No change recommended

Business License Ordinance Amendments

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE I, IN GENERAL; SO AS TO STANDARDIZE THIS CHAPTER MORE CLOSELY WITH THE MUNICIPAL ASSOCIATION OF SC'S MODEL BUSINESS LICENSE ORDINANCE AND TO REFLECT ENHANCED ENFORCEMENT PRIORITIES TO PURSUE ENHANCED QUALITY OF LIFE FOR THE RICHLAND COUNTY COMMUNITY.

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

Section 16-1: License Required

SECTION I. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-1, License Required, is hereby amended to read as follows:

Sec. 16-1. License Required and Unlicensed Activity.

(1) Every person engaged or intending to engage in any calling, business, occupation or profession, whether or not it is listed in the rate classification index portion of the Business License Fee Rate Schedule, in whole or in part, within the unincorporated areas of the county is required to submit a completed application for a business license accompanied by the appropriate fees taxes for the privilege of doing business in the county and to obtain a business license as herein provided, except those as noted in Section 16-7.

(2) On the face of every business license shall be listed the type of business activity (using the applicable NAICS Code descriptions whenever possible) permitted at, within or on a business' premises.

(3) Any person who engages in any calling, business, occupation or profession, in whole or in part, within the unincorporated areas of the county without a business license for an activity being conducted at, within or on the business' premises at any time regardless of frequency shall be guilty of the misdemeanor offense of operating without a license (also known as "unlicensed activity"). Licensing for one type of business activity does not automatically mean that all activity at, within or on a business establishment or location is licensed or authorized. Each day of operation without a business license for each activity shall be considered a separate offense.

Section 16-2: Definitions

SECTION II. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-2, Definitions: subparagraphs (5), (10), and (11) are hereby deleted with all subsequent paragraphs to be renumbered, a new subparagraph (13) for NAICS is hereby added with all subsequent paragraphs to be renumbered, and subparagraphs (1), (2), (3), (8), (9), and (12), are hereby amended to read as follows:

(1) *Business* means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. ~~A charitable organization shall be deemed a business unless the entire proceeds of its operation are devoted to charitable purposes.~~

(2) *Charitable organization* means a person: ~~(a) determined by the Internal Revenue Service to be a tax exempt organization pursuant to Section (501)(c) of the Internal Revenue Code from federal income taxes under 26 U.S.C. Section 501 (c) (3), (4), (6), (7), (8), (10), or (19).~~

~~(b) that is or holds itself out to be established for any benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or other eleemosynary purpose, or for the benefit of law enforcement personnel, firefighters, or other persons who protect the public safety; or~~

~~(c) that employs a charitable appeal as the basis of solicitation or an appeal that suggests that there is a charitable purpose to a solicitation, or that solicits or obtains contributions solicited from the public for a charitable purpose.~~

(3) *Charitable purpose* means a ~~purpose described in Section 501(c)(3) of the Internal Revenue Code or a benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or eleemosynary purpose objective, including an objective of an organization of law enforcement personnel, firefighters, or other persons who protect the public safety if a stated purpose of the solicitations includes a benefit to a person outside the actual service membership of the organization which does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.~~

(5) *Construction Manager* means any self-employed individual, firm, partnership, corporation, or group which supervises or coordinates construction of any building, highway, sewer, grading, improvement, re-improvement, structure, or part thereof. Notwithstanding payment by fixed price, commission, fee, or wage, said *construction manager* shall be classified in the category of *construction contractors* for purposes of this article and shall pay a license fee based upon the total cost of the undertaking supervised or coordinated, except as otherwise exempted.

(8) *Drinking Place* means any business which obtains the majority, not necessarily at least 50.1%, of its gross income from the sale or provision of alcohol for onsite consumption meets the description ascribed to it by the most recent version of NAICS codes and which meets the description ascribed to it in the County's Land Development Code, Chapter 26 of the Code of Ordinances.

(9) *Gross income* means the gross receipts or gross revenues of a business, total revenue of a business, received or accrued, for one (1) calendar or fiscal year, collected or to be collected by a business within the county County, or from business conducted within the County, from the performance of services and from the sale, lease or rental of goods or other property in the ordinary course of business, including the value of any bartered goods or trade-in merchandise and with no reduction for the cost of goods sold or other business expenses and with no deductions, excepting therefrom business income earned outside of the County done wholly outside of the county on which a license fee tax is paid to some other county or a municipality and fully reported to Richland County.

Gross income for brokers or agents means gross commissions received or retained, unless otherwise specified. Gross income for business license fee tax purposes shall not include taxes collected for and remitted to a governmental entity (such as sales taxes), escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The *gross income receipts or gross revenues* for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies.

~~(10) Gross receipts means the value proceeding or accruing from the sale of tangible personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without any deduction on account of the cost of the property sold, the cost of the materials used, labor or service cost, interest paid, or any other expenses whatsoever, and without any deductions on account of losses.~~

~~(11) Insurance company refers to a business which meets the definition established in South Carolina Code of Laws, § 38-1-20, Definitions: an insurer defined as “any corporation, ... or aggregation of individuals engaging or proposing or attempting to engage as principals in any kind of insurance [defined as a “contract whereby one undertakes to indemnify another or pay a specified amount upon determinable contingencies”] or surety business, including the exchanging of reciprocal or inter insurance contracts between individuals, partnerships, and corporations”, and does not meet the criteria for a health maintenance organization as covered by South Carolina Code of Laws, § 38-33-104(D).~~

(12) License official means a county employee person who is designated to administer this article; and/or his/her designee(s).

(13) “NAICS” is an acronym referring to the North American Industrial Classification System, started in 1997 and which is used by business and government to classify business establishments according to type of economic activity (process of production) in Canada, Mexico, and the United States of America. (NAICS codes may be modified to better meet the County’s classification needs.)

Section 16-3: Purpose and Duration

SECTION III. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-3, Purpose and Duration, is hereby amended to read as follows:

Sec. 16-3. Purpose and Duration.

(1) ~~The requirement of a business license required by this article~~ is for the purpose of assuring that a business conducted within unincorporated Richland County complies with all applicable State and County regulations and requirements in order to protect the health, safety and welfare of the citizens of the County. Additionally, the requirement of a business license ~~fee tax~~ levied by this article serves to establish an excise tax for the privilege of doing business within unincorporated Richland County.

(2) Each license that is issued shall be valid for one ~~calendar~~ year, beginning on ~~January 1~~ May 1 and expiring on ~~December 31~~ April 30, starting in the year 2020. This time period shall be considered a license year. The provisions of this article and the rates referenced by this article shall remain in effect from year to year as amended by the County Council.

Section 16-4: License Fee

SECTION IV. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-4, License Fee, is hereby amended to read as follows:

Section 16-4. License ~~Fee~~ Tax

(1) The required license ~~fee tax~~ shall be paid for each business subject to this article according to the applicable rate classification on or before ~~March 15 of each year~~ the due date of April 30 in each year, starting in the year 2020.

(2) A separate license shall be required for each place of business and for each classification of business conducted at one place. If gross income cannot be separated for classifications at one location, the license ~~fee tax~~ shall be computed on the combined gross income for the classification requiring the highest rate.

(3) A license ~~fee tax~~ based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a ~~twelve~~ 12-month projected income based on the monthly average for a business in operation for less than one year. The ~~fee tax~~ for a new business shall be computed on the estimated ~~or~~ probable gross income stated in the license application for the balance of the ~~calendar~~ license year, or if the estimated ~~or~~ probable gross income is unknown, shall be computed on the average actual first-year income of all similar businesses, identified by NAICS codes, and updated prior to renewing ~~for~~ the following year. No refund of business license tax shall

be made for a business which no longer needs a County license due to discontinuation or sale of the business.

(4) Unless otherwise specifically provided, all ~~minimum fees~~ taxes and rates shall be multiplied by 200 percent (200%) for nonresidents of Richland County and for itinerants having no fixed principal place of business within the county.

Section 16-5: Classification and Rates

SECTION V. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-5, Classification and Rates, is hereby amended to read as follows:

Sec. 16-5. Classification and Rates.

(1) The Class Structure Model by NAICS code, except as amended by the License Official in order to better meet the business classification needs of the County, is designated as Appendix B to this ordinance. The County Council shall adopt by ordinance the latest Standardized Business License Class Schedule, as provided by the Municipal Association of South Carolina using the latest NAICS codes, by December thirty-first (31st) of every fifth year, starting in the year 2020, to be effective on and after July 1 of the following year. Current copies shall be kept in the office responsible for business licenses. Appendix B is a tool for classification and not a limitation on businesses subject to a license tax.

(2) ~~The sectors of businesses included in each Rate Class are listed with the United States North American Industry Classification System (NAICS) codes. The alphabetical index in the Business License Fee Schedule is a tool for classification, not a limitation on businesses subject to a license fee.~~ The License Official shall determine the proper classification for a each business according to the most recent applicable NAICS codes manual or website or with modified NAICS codes as appropriate, whether or not the business is listed in the alphabetical index or on the NAICS website.

(~~3~~) The license tax for each class of businesses subject to this article shall be computed in accordance with the Business License Rate Schedule, designated as Appendix A to this ordinance. The County Council ~~shall~~ may, by ordinance and in conjunction with the passage of the yearly budget ordinance, ~~establish and approve~~ amend a ~~the~~ Business License Fee Rate Schedule ~~providing a business license rate for each Class of businesses subject to this article.~~ If the County Council fails to ~~fix~~ set such rates for a particular ~~calendar~~ year, the rates previously adopted by the County Council shall continue to govern until new rates are ~~fixed~~ set. County Council, ~~at its discretion~~, may also amend, at any time, by ordinance, the Business License Fee Rate Schedule, to establish new rates, to be effective ~~and payable for~~ the following ~~calendar~~ fiscal year. Current copies shall be kept in the office responsible for business licenses.

~~(3) Any business license covering a year prior to 2008 but obtained on or after January 1, 2008 will be calculated based on the rate structure established in the Business License Fee Schedule and with the rates in the Business License Fee Schedule in effect at the time the business license is obtained.~~

(3) In the years with Class Schedule updates, the County shall amend its Business License Rate Schedule for the following July 1 using the gross income reported by businesses for the most recently completed calendar or fiscal year period so that the aggregate business license tax calculated for the next calendar or fiscal year does not exceed the aggregate business license tax collected from businesses during the most recent calendar or fiscal year period (unless gross income reported in the next license year increase).

~~(4) (a) One decal shall be required for each vehicle used by contractor companies for going to and from job sites to identify their business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.~~

~~—(b) Taxis, limos, and shuttles shall post one taxi or shuttle decal on each vehicle. Vehicles registered in Richland County shall be charged \$115.84 per decal; vehicles not registered in Richland County shall be charged \$173.76 per decal.~~

~~(5) (a) All rates, including the cost of decals and stickers, shall be automatically adjusted every three years by July 1, to be effective the following January 1, to account for changes in the Consumer Price Index (CPI). The adjustment shall be made in the following manner: the CPI, using the CPI calculation used by the County in other contexts, for the previous three years shall be determined and averaged together. The rates described in the Business License Fee Schedule shall be increased by the sum of the three-year average CPI for each of the last three years. (Rates shall be rounded up to the nearest nickel value; fees for decals and stickers shall be rounded up to the nearest quarter value.)~~

~~—(b) If County Council increases the rates independent of the automatic CPI increases, the next CPI increase shall not be calculated until the third year, by July 1, following the County Council increase.~~

Section 16-6: Registration Required

SECTION VI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-6, Registration Required, is hereby amended to read as follows:

Sec. 16-6. Registration Required.

(1) The owner, agent, or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year. A new business shall be required to have a business license prior to operation within any unincorporated area of the county.

(2) Application shall be on a form provided by the License Official which shall contain the social security number and/or the federal employer's identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the South Carolina income tax return, the business name as it appears to the public at the physical location, and all information about the applicant, the Licensee and the business deemed appropriate to carry out the purpose of this article by the License Official. The License Official may require applicants or licensees to provide documentation of required information to carry out the purposes of this article. Applicants may be required to submit copies of portions of state and federal income tax returns ~~reflecting gross income figures, or other financial documents reflecting gross receipts and gross revenue figures as deemed appropriate by the License Official.~~

(3) The applicant shall certify that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, that all funds due to the eCounty have been paid, and that all other licenses and permits required by the eCounty or state the State of South Carolina to do business in the county have been obtained.

(4) No business license shall be issued, even if a payment in full for such license is made, until (a) the applicant has obtained all other necessary licenses and/or permits required by the County or the State of South Carolina to do business in the County, (b) and paid in full any associated necessary license and permit fees and taxes or business-related fees and taxes, including any late fees, taxes, or penalties. and/or (c) satisfied any other necessary requirements to obtain a business license.

(5) As a prerequisite to submittal of a business license application, the premises and real property to be used ~~as for or by~~ a business must be in compliance with all applicable state and local health, fire, zoning and building codes or regulations. As part of the Business License application, the applicant must submit to the License Official documentation that shows that the premises is currently in compliance with the Richland County Zoning Ordinance, Building Code, Electrical Code, Mechanical Code, Plumbing Code, Roofing Code and other applicable regulatory Codes as adopted by the County Council.

~~(6) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the License Official. An insurance agent not employed by an insurance company or employed by more than one insurance company shall be licensed as a broker.~~

(7) Fireworks sales: Any establishment desiring to sell fireworks must first acquire the Annual State Board of Pyrotechnic Safety License and must meet all regulations pursuant to the provisions of Regulation 19-405, S.C. Code of Laws ~~for~~ (1976). Prior approval of the Richland County Sheriff's Department is required as governed by regulations of the State Fire Marshal pursuant to the 1976 Code, Chapter 9 of Title 23, and Chapter 43 of Title 39, governing the transportation and use of pyrotechnics. All businesses manufacturing, storing, distributing, vending or in any way possessing fireworks at any time are required to comply with the Code of Ordinances Section 13. This includes completing a Hazardous Materials Plan and obtaining a Hazardous Materials Registration.

(8) Miscellaneous sales (antique malls, flea markets or leased space sales): Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the lessor of the spaces to advise the business license office of persons leasing space.

Section 16-7: Deductions, Exemptions, Charitable Organizations, and Determination of Classification

SECTION VII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-7, Deductions, Exemptions, Charitable Organizations, and Determination of Classification, is hereby amended to read as follows:

Sec. 16-7. Deductions, Exemptions, Temporary Permits and Charitable Organizations, and Determination of Classification.

(1) No deductions from gross income shall be made except as follows:

(a) ~~Income from business done wholly earned~~ outside of the County jurisdiction on which a license fee tax is paid by the business to another county or to any municipality and fully reported to the County, taxes collected for a governmental entity, or income which cannot be taxed included for computation of the tax pursuant to state State or federal Federal law. The applicant shall have the burden to establish the right to ~~deduction~~ deduct or exempt income by providing satisfactory records and proof by including submitted simultaneously with the business license application, either new or renewing, with a separate itemized list showing all types and amounts of deductions claimed, or no deductions or exemptions will be allowed. ~~Deductions will be approved as authorized by this section.~~

(b) Businesses whose business activity(ies) are described by the North American Industry Classification System (NAICS) with codes beginning with 4411 or 4412, which includes the following:

1. New and Used Automobile Dealers (441110 and 441120);
2. Recreational Vehicle Dealers (441210);
3. Motorcycle, ATV, and Personal Watercraft Dealers (441221);
4. Boat Dealers (441222); and
5. All Other Motor Vehicle Dealers (441229).

These businesses shall be authorized to deduct the amounts paid to customers in exchange for motor vehicle trade-ins as part of sales transactions.

(e b) Income from sales generated by interstate commerce, i.e. sales of goods or products across state lines. Provided, however, such deducted income shall be included in the business' reported gross income.

(2) Exemptions.

(a) No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the County, unless exempted by state State or federal Federal law. No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of liability for payment of any other tax or fee by reason of the application of this article.

~~—(b) The following businesses, occupations or professions are exempt from the requirements of this article:~~

~~—1. Teachers;~~

~~—2. Ministers, pastors, preachers, rabbis and other leaders of commonly recognized religious faiths;~~

~~—3. Telephone, telegraph, gas and electric and other utilities or providers regulated by the South Carolina Public Service Commission;~~

~~—4. Insurance companies; and~~

~~—5. An entity which is exempt from license tax under any state law other than South Carolina Code of Laws, § 4-9-30(12), or a subsidiary or affiliate of any such exempt entity.~~

~~(c) No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of the liability for the payment of any other tax or fee by reason of the application of this article.~~

(3) In lieu of the license required by Section 16-1, a participant in a single annual event of not more than ten consecutive calendar days in length may be issued a permit at the rate of \$10.00 on gross income on the first \$2,000.00 and \$1.20 on each additional \$1,000.00 of gross income or fraction thereof, or as modified and approved as part of the Council's annual budget process. This permit will be valid only for the time period specified thereon and can be obtained for no more than one event annually. Organizers of such events may pay for and obtain a business license on behalf ~~of~~ all its vendors at a rate of \$10.00 per vendor or on the previous year's income generated by the event based upon the rate above, whichever is greater.

Inspections prior to the issuance of a permit may be waived. Inspections may be conducted during the event. For purposes of this subsection, an event is defined as participation by a group of exhibitors or others where displays are established in individual booths or stalls for the purpose of presenting to the audience goods, wares, merchandise or services offered for sale, rent or promotional purposes or for the general good will of the exhibitors. An event may be a trade show, an antique show, a craft show, or any other type of show fitting this definition.

(45) Notwithstanding any provision to the contrary, businesses and individuals defined as *contractor* herein shall be exempt from the provisions of this article in the following manner:

The business license fee tax shall be reduced by excluding that portion of the business' gross income generated from work done for which a Richland County building permit was obtained and a building permit fee paid (by either the general contractor or subcontractor responsible for that work), pursuant to the provisions of Section 6-51 of the Richland County Code of Ordinances.

If all income of a contractor is generated from work done for which a building permit fee is paid (by either the general contractor or subcontractor responsible for that work), said contractor shall be

exempt from paying any business license fee tax. Such an exempt contractor shall still submit a business license application by the deadline with documentation attached establishing such contractor's right to an exemption.

Income generated from work done for which a Richland County building permit is not required, such as general repairs or maintenance, shall be subject to a business license fee tax on that income.

~~(5) Charitable organizations which have exemptions from state and federal income taxes and/or are 501(c)(3) organizations according to the IRS Tax Code and where all proceeds are devoted to charitable purposes are exempt from a business license fee. Documentation of the claim to this exemption must be provided. A Charitable Organization, as defined by this article, shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A Charitable Organization or any for-profit affiliate of a Charitable Organization, that reports income from for-profit activities, or unrelated business income, for federal income tax purposes to the Internal Revenue Service, shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.~~

A Charitable Organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a Charitable Organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a Charitable Purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

(6) The provisions of this article shall not extend to persons who grow their own agricultural produce or products, and use the Columbia State Farmers' Market, or other farmers' markets officially recognized by the County, to sell their produce directly to consumers.

~~(7) The License Official shall determine the appropriate classification for each business.~~

Section 16-8: False Application Unlawful

No change recommended.

Section 16-9: Display and Transfer

No change recommended.

Section 16-10: Administration, Enforcement

SECTION VIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-10, Administration, Enforcement is hereby amended to read as follows:

Sec. 16-10. Administration, and Enforcement.

(1) The License Official shall administer the provisions of this article, collect license ~~fees~~ taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the appropriate department, ~~and~~ assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this article; and perform such other duties as may be duly assigned by the County Administrator.

(2) ~~The Planning and Development Services Department, Building Codes and Inspections Department, Fire Marshal's Office, The County offices responsible for zoning codes, building codes, and fire and hazardous materials codes, and the Sheriff's Department,~~ in addition to the License Official, are hereby empowered to make or initiate investigations to ensure compliance with the provisions of this article, to issue uniform ordinance summonses pursuant to S.C. Code Ann. Section 56-7-80, to issue citations by any other means authorized by law and to initiate prosecution of violations of this article.

Section 16-11: Inspection and Audits.

SECTION IX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-11, Inspections and Audits, is hereby amended to read as follows:

Sec. 16-11. Inspections and Audits.

(1) For the purpose of enforcing the provisions of this article, the License Official or other authorized agent of the ~~county~~ County is empowered to enter upon the premises of any person subject to this article to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct license ~~fee~~ tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of license ~~fee~~ tax shall constitute a separate offense.

(2) The License Official shall ~~make systematic and random~~ have the authority to conduct inspections and audits of all businesses within the county to ensure compliance with this article. Records of Financial information obtained by inspections and audits shall not be deemed public

records, and the License Official shall not release the amount of license ~~fees~~ taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this article, State or Federal law, or proper judicial order. ~~Provided that s~~Statistics compiled by classifications may be made public are public records.

~~(3) The License Official, upon approval of the County Administrator, may disclose gross income of licensees to the Internal Revenue Service, State Departments of Revenue, Richland County Auditor, Richland County Business Service Center Appeals Board, and other State, County, and municipal business license offices for the purpose of assisting tax assessments, tax collections, and enforcement. Such disclosures shall be for internal, confidential, and official use of these governmental agencies and shall not be deemed public records.~~

Section 16-12: Assessments.

SECTION X. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-12, Assessments, is hereby amended to read as follows:

Sec. 16-12. Assessments.

(1) ~~When~~ If a person fails to obtain a business license or to furnish the information required by this article or by the License Official, the License Official shall ~~proceed to~~ examine such records of the business or any other available records as may be appropriate and ~~to~~ conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license ~~fee~~ tax and penalties as provided herein.

(2) A notice of assessment shall be served by ~~certified mail, personal service, or electronic methods with documentation of delivery.~~ An application for adjustment of the assessment may be made to the License Official within five (5) business days after the notice is mailed or personally served or transmitted electronically or the assessment will become final. The License Official shall ~~establish by regulation the procedure~~ a uniform procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.

(3) A final assessment may be appealed to the Business Service Center Appeals Board only by payment in full of the assessment under protest within five (5) business days of the assessment becoming final and the filing of written notice of appeal within ten (10) business days after payment as described in pursuant to the provisions of this article relating to appeals.

Section 16-13: Delinquent License Fees, Partial Payment.

SECTION XI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-13, Delinquent License Fees, Partial Payment, is hereby amended to read as follows:

Sec. 16-13. Delinquent License Fees Taxes, Penalties, and Partial Payment.

(1) A license fee tax shall be considered delinquent if all or any part of such fee tax has not been paid on or before ~~March 15~~ the due date of each calendar license year. ~~Businesses providing business license payments by the deadline but which have: a) indebtedness to the County, or b) have not yet obtained other necessary permits or licenses, or c) have not met other requirements necessary to obtain a business license, as specified in Section 16-6, shall accrue penalties not be issued a business license until the indebtedness is cleared, the permits or licenses obtained, or met the other requirements necessary to obtain a business license, at which time the business license application processing may continue.~~

(2) For non-payment of all or any part of the correct tax, the License Official shall levy and collect a late penalty of five percent (5%) of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived except as specified in the section of this article relating to waiver of penalties.

(~~23~~) Partial payment may be accepted by the License Official to toll imposition of penalties as ~~authorized in Section 16-22~~ on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the ~~balance~~ tax due, with penalties, has been paid.

Section 16-14: Notices.

SECTION XII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-14, Notices, is hereby amended to read as follows:

Sec. 16-14. Notices.

The License Official may, but shall not be required to, mail written notices that license fees taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the county three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the fee tax due or grounds for waiver of penalties.

Section 16-16: Drinking Places

SECTION XIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-16, Drinking Places, is hereby moved to Section 16-15 (and renumbering all subsequent sections) and amended to read as follows:

Sec. 16-~~16~~15. Drinking Places.

(1) No business license to operate a ~~d~~Drinking ~~p~~Place shall be issued to, or in the name of, a corporation, association, or trade name as such. Any license application for by a person, corporation, ~~or association, or trade name~~ shall be made by the officers for its use, ~~and s~~Such officers shall identify in the application their full names, titles, and home addresses; the full names and home addresses of all backers of the business and the percentage of each backer's financial or other support; the name by which the business will be operated and the name by which the business will be seen by the public.

In addition, such officers in making an application shall be held to assume all responsibility ~~there~~ under thereunder as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances. All officers and backers, by their application, agree to provide all such documentation as required by the License Official to ensure that all provisions and requirements have been satisfied.

(2) In addition to the reasons for denial of a license set forth in ~~Section 16-5 of this article, the~~ section of this article relating to denials, the License Official shall deny a business license to an applicant for a Drinking Place if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

- (a) ~~is a minor~~ under the age of eighteen (18) years; or
- (b) has had ~~an~~ any type of alcohol or liquor license issued in the name of or to the applicant, or other officer, or backer pursuant to South Carolina Code of Laws, §616-10 et. seq. suspended, revoked, or not renewed within a ~~two-year~~ three-year period immediately preceding the filing of the application; or
- (c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application; ~~or~~ or
- (d) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a Drinking Place or Sexually Oriented Business as provided for in the Richland County Code of Ordinances or the State Code of Laws or the same crime or offense in another jurisdiction.

(3) Owners/Principals of Drinking Place businesses are responsible and will be held liable for ensuring that all their independent contractors, regardless of activity, are properly licensed, according to their activity, with the County. Owners/principals shall provide to the County, on a County-provided form, a biannual list of all of their current contractors' names, mailing addresses, and current contact information; and maintaining a photo ID for each contractor on file. Failure to do so is a violation of this article.

(4) Business licenses issued to independent contractors for dancing or entertaining shall at no time and in no circumstance authorize the license holder to engage in conduct which violates the County's Land Development Code or ordinances.

(6) All real estate property owners or principals or financial backers leasing, renting, or otherwise allowing the use of their property to businesses operating as Drinking Places or Sexually Oriented Businesses, in exchange for legal tender or anything of value shall be held liable for any unlawful activity occurring, with their knowledge or consent, on any property owned by them. Likewise, all business owners, principals, backers, or persons in control of these types of business at any time for any time duration shall be held liable for any unlawful activity occurring, with their knowledge or consent, in any establishment they own or control, however temporarily, by the business' independent contractors,

Section 16-17: Sexually Oriented Businesses

SECTION XIV. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-17, Sexually Oriented Businesses, is hereby amended to read as follows:

Sec. 16-1716. Sexually Oriented Businesses.

(1) The purpose of this section is to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of this ordinance article to restrict or deny access by adults to sexually oriented materials or expression protected by the First amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance article to condone or legitimize the distribution or exhibition of obscenity.

(2) Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in

and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington 2004; Greensboro, North Carolina (2003); and also from the reports of *Sexually Oriented Businesses: An Insider's View*, by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; *Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values*, by Duncan Associates, September 2004; and the *Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses*, (June 6, 1989, State of Minnesota), the Richland County Council finds:

(a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, and sexual assault and exploitation.

(b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County's rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the County's interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

(3) ~~No license to operate a sexually oriented business shall be issued to, or in the name of, a corporation, association, or trade name as such. Any license application for by a person,~~ corporation, ~~or association, or trade name shall be made by the officers for its use, and s~~Such officers shall identify in the application their full names, titles, and home addresses; the full names and home addresses of all backers of the business and the percentage of each backer's financial or other support; and the name by which the business will be operated and the name by which the business will be seen by the public.

In addition, such officers in making an application shall be held to assume all responsibility ~~there under~~ thereunder as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances. All officers and backers, by their application, agree to provide all such documentation as requested to ensure that all provisions and requirements have been satisfied.

(4) Notwithstanding the pre-application process wherein an applicant must obtain documentation of compliance with all applicable state and local health, fire, zoning, and building codes or regulations pursuant to ~~section~~ Section 16-6(5) of this ~~ordinance article~~, upon application for a business license by an applicant identifying the business as a sexually oriented business, the License Official must

circulate a form on which compliance shall be certified by the officials administering the applicable zoning, fire, building and health regulations.

~~The applicable aforementioned officials shall determine compliance with their respective codes or regulations and inform the License Official of their determination within thirty days from the earliest date of receipt of the compliance form by any one of the aforementioned officials. If the License Official does not receive a particular determination of compliance from an official administering the aforementioned codes and regulations on or before this thirty-day time period, that compliance determination not received by the License Official shall be deemed approved. All other compliance determinations received before the thirty-day time period expires shall be unaffected by any other compliance determination that fails to meet the thirty-day time period.~~

~~—(5) During the time in which an application for a pre-existing Sexually Oriented Business is pending, the applicant may continue its business activity and shall not be subject to citations for violations of any provision of this article, nor any enforcement proceedings pursuant to this article or Section 1-8 of this Code of Ordinances.~~

~~—(6) The License Official shall approve or deny an application for a license for a Sexually Oriented Business within thirty days (30) calendar days from the date of receipt of the application. If the License Official fails to either approve or deny the application within thirty calendar days, then the application shall be deemed approved and business activity may begin or continue immediately, notwithstanding the fact that no license has been issued.~~

(75) In addition to the reasons for denial of a license set forth in ~~Section 16-15~~ the section of this article relating to denials, the License Official shall deny a business license to an applicant for a Sexually Oriented Business if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is under the age of eighteen (18) years; or

(b) has had an any type of alcohol or liquor license issued in the name of or to the applicant, owner/principal, or financial backer pursuant to South Carolina Code of Laws, §616-10 et. seq. suspended, revoked, or not renewed within a three-year period immediately preceding the filing of the application; or

(c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application; or

(bd) within five years of the date of application, has been convicted of or pled guilty or nolo contendere to any of the following crimes: South Carolina Code of Laws, § 16-15-90, § 16-15-100, § 16-15-305, § 16-15-325, § 16-15-335, § 16-15-342, § 16-15-345, § 16-15-355, § 16-15-365, § 16-15-385, § 16-15-387, § 16-15-395, § 16-15-405, § 16-15-410, § 16-15-415, or § 16-15-425, or of the same crime in any other jurisdiction; or

(e) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a Drinking

Place or Sexually Oriented Business as provided for in the Richland County Code of Ordinances or the State Code of Laws or the same crime or offense in another jurisdiction.

~~—(8) Applicants for a sexually oriented business herein described, in addition to the license application(s) required under Section 16-1 of this article, shall complete a sworn, notarized statement on a form prepared by the License Official for the purpose of establishing his/her qualifications to operate a business identified in this section.~~

(96) Owners/Principals of sexually oriented businesses are responsible and will be held liable for ensuring that all their independent contractors, regardless of activity, are properly licensed, according to their activity, with the County. Owners/principals shall provide to the County, on a County-provided form, maintaining a biannual list of all of their current independent contractors' names, mailing addresses, and current contact information; and maintaining a photo ID for each contractor on file. Failure to do so is a violation of this article.

(7) A business license for dancing or entertaining shall at no time and in no circumstance authorize the license holder to engage in conduct which violates the County's Land Development Code or ordinances.

(8) All real estate property owners or backers leasing, renting, or otherwise allowing the use of their property to businesses operating as Drinking Places or Sexually Oriented Businesses, in exchange for legal tender or anything of value shall be held liable for any unlawful activity occurring, with their knowledge or consent, on any property owned by them. Likewise, all business owners, principals, or persons in control of these types of business at any time for any time duration shall be held liable for any unlawful activity occurring, with their knowledge or consent, in any establishment they own or control, however temporarily, by the business' independent contractors.

Section 16-15: Denial of License.

SECTION XV. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-15, Denial of License is hereby amended by moving this section to Section 16-19 and renumbering all subsequent sections, and to read as follows:

Sec. 16-1519. Denial of License.

(1) The License Official shall deny a license to an applicant ~~if~~ when the License Official determines:

(a) the application is incomplete; or contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact; or

~~—(b) the application contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact;~~

~~—(c) the applicant has given a bad check or tendered illegal consideration for any license fee;~~

(db) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or

(c) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or

(d) The applicant, Licensee or prior Licensee or the person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or

(e) The applicant, Licensee or prior Licensee or the person in control of the business has proven to be a public nuisance as determined by a court of law has operated the business so as to constitute a public nuisance per se or per accidens; or

(ef) the premises and parcel of real property to be used for the business activity for which a license is sought is not in compliance with applicable state and/or local health, fire, zoning, and building codes and regulations; or

~~—(f) the business activity for which a license is sought is unlawful; or~~

~~—(g) the business constitutes a public nuisance as determined by a court of law.~~

(g) The license for the business or for a similar business of the Licensee in the County or another jurisdiction has been denied, suspended or revoked in the previous license year; or

(h) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee).

A decision of the License Official shall be subject to appeal to the Business Service Center Appeals Board as herein provided. Denial shall be written with reasons stated.

(2) All denials shall be effective immediately upon receipt by the business of the notice of denial. All activities associated with the business license application which have been denied shall not be authorized and are subject to the enforcement set forth by this article.

Section 16-18: Revocation of License

SECTION XVI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-18, Revocation of License, is hereby amended to read as follows:

Sec. 16-1820. Suspension or Revocation of License.

When the License Official determines that:

- (a) a license has been mistakenly or improperly issued or issued contrary to law; or
- (b) a Licensee or person in control of the business has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or
- (c) a Licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application; or
- ~~(d) has given a bad check or tendered illegal consideration for any license fee; or~~
- (d) within five years from the date of application, a Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or
- (e) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or
- ~~(e) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law;~~
- (e) a Licensee or person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or
- (f) a Licensee or person in control of the business has proven to be a public nuisance as determined by a court of law has operated the business so as to constitute a public nuisance per se or per accidens; or
- (g) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee);

the License Official shall give written notice of ~~intent to revoke~~ to the Licensee or person in control of the business within the County by personal service or certified mail or electronic methods with documentation of delivery that the license is suspended pending stating the License Official's basis for revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be revoked.

The notice shall state the time and place at which the hearing is to be held. The hearing shall be held within thirty (30) business days, or as soon as reasonably possible, from the date of service of the notice. The notice shall also contain a brief statement of the reasons for suspension and proposed revocation and a copy of the applicable provisions of this article. A Licensee or person in control of the business who received proper notice yet fails to appear or defend at the revocation hearing waives his or her right to contest the revocation.

Section 16-19: Appeals

SECTION XVII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-19, Appeals, is hereby amended to read as follows:

Sec. 16-1921. Appeals.

(1) Any person aggrieved by ~~the following actions or a decisions,~~ final assessment, suspension, proposed revocation, or a denial of a business license made by the License Official may bring an appeal to the Business Service Center Appeals Board by written request stating the reasons therefor, filed with the License Official within ten (10) business days after service by mail or personal service or electronic delivery with documented delivery of the notice of decision, final assessment, suspension, proposed revocation, or denial. Payment under protest of all applicable taxes and penalties, assessments, or audit charge-backs shall be a condition precedent to appeal. The requirements for submission of an appeal must be strictly complied with. The County Administrator or his/her designee is authorized to reject an appeal for failure to comply with the requirements of this subsection.

~~— a. A final assessment pursuant to Section 16-12;~~

~~— b. Charge backs or other adjustment to the business license fee as determined by an audit conducted pursuant to Section 16-11;~~

~~— c. A suspension, revocation or a denial of a business license pursuant to Section 16-15 or Section 16-18;~~

~~— d. Imposition of a business license penalty; or~~

~~— e. A decision or determination made by the License Official concerning the proper classification of a business or the proper calculation of business license fees. This ground for appeal~~

shall not be construed to authorize appeals based on objections to the business license fee structure established by Richland County Council.

~~(2) Those wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:~~

~~a. The appeal must be in writing and state the reasons for the appeal.~~

~~b. The appeal shall be filed with the License Official within fifteen (15) ten business (10) days after the payment of all applicable fees and penalties, including assessments or charge backs of an audit, and within twenty (20) business days after receipt of the License Official's written and certified mailed notification of an assessment, charge backs of an audit, or notice of denial or revocation.~~

~~c. The written notice of appeal must be accompanied by an administrative fee (which shall be determined by the License Official) that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable fees and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal. The fee will be refunded in the event of final resolution of the appeal in favor of the appellant.~~

(32) An appeal or a hearing on proposed revocation shall be held by the Appeals Board within thirty (30) calendar business days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension or intent to revoke. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence. The proceedings, if not regularly recorded and/or transcribed, shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing. The Board shall by majority vote of members present render a written decision based on findings of fact and application of the standards herein which shall be served upon all parties or their representatives within ten (10) business days and shall be the final decision of the County.

(43) If a Licensee appeals the assessment of business license penalties, in the event of an appeal of business license penalties paid, the Appeals Board Business Service Center Director may waive a waive business license penaltyies paid (not to exceed six months) only if any of the following circumstances of reasonable cause are proven by submitted documentation by the applicant:

a. An unexpected and unavoidable temporary (not to exceed twelve months) absence of the appellant from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the business license fee tax.

b. A delay caused by death or serious, incapacitating illness of the appellant, the appellant's immediate family, or the appellant's accountant or other third party professional charged with determining the business fee tax owed. In the case of a corporation or other business entity, the

death or serious, incapacitating illness must have been an individual having primary authority to pay the business license fee tax.

~~—c. The business license fee was documented as paid on time, but inadvertently paid to another taxing entity.~~

~~d c.~~ The delinquency was caused by the unavailability of necessary records directly relating to calculation of business fees taxes, over which the appellant had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of business license penalties.

~~e d.~~ The delinquency was the result of clear error on the part of the License Official ~~or Business Service Center staff~~ in processing or posting receipt of appellant's payment.

~~—f. Delay or failure caused by good faith reliance on erroneous guidance provided by the License Official or other staff, so long as complete and accurate information was given to the Business License Service Center, no change in the law occurred, and the appellant produces written documentation.~~

~~(5) The Board shall, by majority vote of members present, render a written decision based upon findings of fact and the application of the standards herein which shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final, unless appealed to County Council with ten (10) calendar days after service of the Board's decision. County Council shall review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of County Council's decision.~~

Section 16-20: Consent, Franchise, or Business License Fee Tax Required

SECTION XVIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-20, Consent, Franchise, or Business License Tax Required, is hereby amended to read as follows:

Sec. 16-~~2022~~. Consent, Franchise, or Business License Fee Tax Required.

~~The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set pursuant to the agreement, and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license fees unless specifically provided by the franchise or consent agreement.~~

1. It shall be unlawful for any person to construct, install, maintain or operate in, on, above or under any street or public place under control of the County any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees or taxes and conditions for use, except as limited by State or federal law.

2. The annual fee or tax for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees or taxes shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 16-21: Confidentiality

SECTION XIX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-21, Confidentiality, is hereby amended to read as follows:

Sec. 16-~~21~~23. Confidentiality.

Except in accordance with proper judicial order, ~~pursuant to an appeal~~, or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of the license ordinance, as authorized by State Code Section 6-1-120(b)(3).

Section 16-22: Criminal and Civil Penalties, Injunctive Relief

SECTION XX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-22, Criminal and Civil Penalties, Injunctive Relief, is hereby amended to read as follows:

Sec. 16-~~22~~24. Criminal and Civil Penalties Violations and Injunctive Relief.

a 1. *Criminal Penalty.* Any person violating any provision of this article shall be deemed guilty of a ~~misdemeanor~~ an offense and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a

fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees taxes, penalties, and costs provided for herein.

~~b. *Civil Penalty.* For non-payment of all or any part of the business license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.~~

e 2. *Injunctive Relief.* The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

Section 16-23: Severability

SECTION XXI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; is hereby amended by adding Section 16-23, to read as follows:

Sec. 16-23. Severability.

A determination that any portion of this article is invalid or unenforceable shall not affect the remaining portions.

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

SECTION XXIV. Effective Date. This ordinance shall be enforced from and after December 31, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2018

Michelle Onley
Clerk of Council

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

Appendix A: Rate Schedule

Richland County Business Service Center Business License Fee Rate Schedule

This Class Schedule is referenced in Code Section 16-5(2), Classification and Rates.

(1) **RATES**

RATE CLASS	INCOME: \$0 - \$2000 (Minimum Fee <u>Tax</u>)	ALL INCOME OVER \$2000 (Rate per \$1,000 or fraction thereof)
1	\$16.85	\$0.84
2	\$18.96	\$0.93
3	\$21.06	\$1.01
4	\$23.17	\$1.10
5	\$25.27	\$1.18
6	\$27.38	\$1.26
7	\$29.49	\$1.35
8	See Class 8 Rates below	

(2) **NON-RESIDENT RATES**

Unless otherwise specifically provided, all ~~minimum fees~~ taxes and rates shall be doubled for non-residents of Richland County and itinerants having no fixed principal place of business within the county.

Post Office Boxes and virtual offices shall not be considered as constituting a fixed principal place of business within the county.

(3) **DECLINING RATES**

Declining rates apply in all classes for gross income over \$1,000,000.00

Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
0.00 – 1.00	100%
1.01 – 2.00	95%
2.01 – 3.00	90%
3.01 – 4.00	85%
4.01 – 5.00	80%

Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
5.01 – 6.00	75%
6.01 – 7.00	70%
7.01 – 8.00	65%
8.01 – 9.00	60%
9.01 – 10.00	55%
Over 10.00	50%

(4)

DECALS

A. (a) Coin Operated Machines.

All coin-operated amusement, skill, and music machines shall have a decal posted upon it. The cost per decal is \$12.50 (in accordance with State Code of Laws Section 12-21-2746).

B. (b) Passenger Transportation Vehicles.

All taxis, limos, shuttles, or any other type vehicle, motorized or non-motorized, whose primary purpose is to move people from one place to another shall post one decal on the rear of each vehicle. Vehicles shall be charged according to the table below.

Place of Registration	Cost per Decal
In Richland County	\$115.84
Outside Richland County	\$173.76

~~All vehicle~~ These ~~decals required in Section 16-5(4)(b) of the Richland County Code of Ordinances, affecting taxis, limos, and shuttles,~~ shall be discounted in the following manner:

- on the first five vehicles, the decal discount is 0%
- on the next five vehicles, the decal discount is 25%
- on all vehicles after the tenth vehicle, the decal discount is 50%

(c) Business Vehicles

Any personal or company vehicle, used by contractor companies, which has anywhere upon it any visible markings, i.e., magnets, stickers, decals, etc. to identify the vehicle as associated with a business and is used by the business to go to or from locations in the County to conduct any business, shall post one decal on the rear of each vehicle to identify the business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

(5)

CLASS 8 RATES

Each NAICS Number designates a separate sub-classification. The businesses in this section are treated as separate and individual subclasses due to provisions of State Law, regulatory requirements, service burdens, tax equalization considerations, etc., which are deemed to be sufficient to require individually determined rates.

Rate NAICS # Business Type

8.00 22112 Electric and Gas Companies Franchise required
 22121 exempt from County, SC Code Section 4-9-30

8.00 482 Railroad Companies
 exempt from County, SC Code Section 4-9-30

8.00 5171 Telephone companies occupying public streets pursuant to Franchise
 exempt from County, SC Code Section 4-9-30

8.00 5172 Telephone Companies not occupying public streets pursuant to Franchise
 exempt from County, SC Code Section 4-9-30

8.00 5173 Telecommunications, Resellers
 exempt from County, SC Code Section 4-9-30

8.00 5174 Telecommunications, Satellite
 exempt from County, SC Code Section 4-9-30

~~4 8.00~~ 5175 Television, Cable or Pay Franchise required

8.00 5179 Other Telecommunications
 exempt from County, SC Code Section 4-9-30

8.00 5241 Insurance Carriers
 exempt from County: SC Code Section 4-9-30, *except* as specifically authorized

Business Industries with Franchise Agreements Required

<u>Rate Class</u>	<u>Business Type</u>	<u>NAICS Group(s)</u>
8.0	<u>Electric and Gas Companies</u>	<u>22112 – 22121</u>
8.0	<u>Television, Cable or Pay</u>	<u>5175</u>

Businesses Industries Exempt From County License Requirements (SC Code 4-9-30)

<u>Rate Class</u>	<u>Business Type</u>	<u>NAICS Group(s)</u>
<u>8.0</u>	<u>Electric and Gas Companies</u>	<u>22112 – 22121</u>
<u>8.0</u>	<u>Railroad Companies</u>	<u>482</u>
<u>8.0</u>	<u>Telephone companies (occupying public streets pursuant to Franchise)</u>	<u>5171</u>
<u>8.0</u>	<u>Telephone Companies (not occupying public streets pursuant to Franchise)</u>	<u>5172</u>
<u>8.0</u>	<u>Telecommunications, Resellers</u>	<u>5173</u>
<u>8.0</u>	<u>Telecommunications, Satellite</u>	<u>5174</u>
<u>8.0</u>	<u>Other Telecommunications</u>	<u>5179</u>
<u>8.0</u>	<u>Insurance Carriers (except as specifically authorized)</u>	<u>5241</u>

Rate Class: 8.01

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Rate</u>
8.01	23	<u>Contractors, Construction - All Types</u>	

(1) Rates

A. Itinerant (having no permanent place of business within the county, or non-resident).

Double the in-county rates indicated in 1B.

B. Having a place of business within the County, for work performed within the county:

First \$2,000 of income	\$42.12
Each additional \$1,000	\$1.26/thousand

All out-of-county income, for which a business license has been paid, must be reported as part of the gross income. (This income ~~will~~ may then be deducted, as described in Section 16-7 of the Business License ordinance.)

- C. Having a place of business within the County, for work performed outside the county on which a business license ~~fee~~ tax has not been paid to another jurisdiction:

First \$2,000 of income	\$42.12
Each additional \$1,000	\$0.21/thousand

All out-of-county income, for which no business license tax has been paid, must be reported as gross income for this rate. Documentation establishing the right to this discounted rate must be simultaneously submitted with the business license application, whether new or renewing, in order to be granted this discounted rate.

- (2) A trailer at the construction site is not a permanent place of business under this ~~ordinance~~ article.
- (3) The total business license ~~fee~~ tax for the full amount of the contract shall be paid prior to the issuing of a building permit or the commencement of work and shall entitle the contractor to complete the job ~~without regard to the normal license expiration date~~ without being required to pay business license taxes for future business licenses, which must still be obtained, while the job is being completed, except any increase in any revenues generated the previous year from the job not previously reported for business license purposes. Before any County Certificate of Occupancy is issued, any change orders resulting in a higher contract value to the contractor must be reported and the business license ~~fee~~ tax increased as necessary (except as provided in Section 16-7(4)). An amended ~~report~~ business license application shall be ~~filed~~ submitted for each new job and the appropriate additional license ~~fee~~ tax per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base ~~fee~~ tax shall be paid in a ~~calendar~~ license year.
- (4) Before any electrical or plumbing contractor shall be issued a business license, a master's license must be obtained in his or her respective field and post bond as provided by the plumbing and electrical ordinances of the county. Subcontractors furnishing labor for and/or supervision over construction or providing any type of contractual service shall be held liable for payment of the business license ~~fees~~ taxes set forth in this section on the same basis as ~~are~~ prime or general contractors.
- (5) No contractor shall be issued a business license until all State and County qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job and shall furnish the License Inspector with a list of all sub-contractors for the same job. Each ~~and every~~ vehicle at the job site shall display a ~~contractor~~ Licensed Business Vehicle decal, as provided in ~~Section 16-5(4)(a) paragraph 4(c) of this Rate Schedule.~~
- (6) Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general or prime contractor for value of

work performed by a subcontractor for business license purposes. General or prime contractors will be responsible and will pay for the business license tax and penalties of any sub-contractor doing work on the project if the sub-contractor is found without a eCounty business license.

(7) All contractors located in the unincorporated areas of Richland County must report all income received in the prior year to the business license office during the renewal period. Each such contractor shall ~~itemize and deduct all update fees paid to Richland County, or any other jurisdiction,~~ itemize all building permit revenues reported to Richland County as part of the business license application report.

(8) No part of this rate shall be construed to conflict with the exemption provided for in Section 16-7(4).

Rate Class: 8.02

Rate	NAICS #	Business Type	Rate
8.02	5622	Waste Treatment and Disposal	
		First \$2,000	\$42.12
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.68/thousand

Rate Class: 8.03

Rate	NAICS #	Business Type	Rate
8.03	423930	Recyclable Materials, Scrap Dealers	
		First \$2,000	\$84.25
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.03	454210	Vending Machines	
		If income is not reported in gross income of business where located, the following rates apply.	
		First \$2,000	\$84.25
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.04

Rate	NAICS #	Business Type	Rate
8.04	522298	Pawn Brokers - All Types	

First \$2,000	\$42.12
Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

8.04 522291 Consumer Lending (Title Loans, Check Cashing, etc.)

First \$2,000	\$42.12
Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

Rate Class: 8.05

Rate	NAICS #	Business Type	Rate
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8.05	812990-PA	Psychic Arts: Fortune Tellers, Palm Readers, Tarot Readers, Phrenologists, “Spiritual Counselors,” and similar occupations	
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First \$2,000	\$84.25
Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

Rate Class: 8.06

Rate	NAICS #	Business Type	Rate
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8.06	454390	<u>Peddlers, Solicitors, Canvassers, Door-to-Door Sales, direct retail</u>	
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First \$2,000	\$42.12
Each additional \$1,000 (<u>or portion thereof</u>)	\$4.21/thousand

8.06	711190	<u>Carnivals and Circuses</u>	
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First \$2,000 Gross Income	\$42.12
Each additional \$1,000 (<u>or portion thereof</u>)	\$4.21/thousand

Rate Class: 8.07

Rate	NAICS #	Business Type	Rate
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8.07	4411-4412	<u>Automobile & Motor Vehicle Dealers, Farm Machinery Dealers, Boat Dealers Retail</u>	
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First \$2,000 Gross Income	\$29.49
Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

One sales lot not more than 400 feet from main showroom may be operated under this license provided that proceeds from sales there are included in gross receipts at main office when both are operated under the same name and ownership.

Gross income shall include full sales price without deduction for trade-ins.

Rate Class: 8.08

Rate	NAICS #	Business Type	Rate
8.08	722410	Drinking Places (alcoholic beverages, beer & wine)	
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand
8.08	713990	Billiard or Pool Rooms , all types – <u>All Types</u>	
		If income is not reported in gross income of business where located, the following rates apply.	
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

Rate Class: 8.09

Rate	NAICS #	Business Type	Rate
8.09	713120	Amusement Machines (coin operated, except gambling)	
		Music machines, juke boxes, kiddy rides, video games, pin tables with levers and other amusement machines with or without free play feature licensed by S.C. Code 12-21-2720(A)(1) and (A)(2).- Type I and Type II	
		1. <u>Operator of machine</u> (12-21-2746)	\$12.50 per machine
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand
8.09	713120	Amusement Machines (coin operated, except gambling)	

Music machines, juke boxes, kiddy rides, video games, pin tables with levers and other amusement machines with or without free play feature licensed by S.C. Code 12-21-2720(A)(1) and (A)(2).- Type I and Type II

2. Distributor selling or leasing machines
(Not licensed by State as an operator, 12-21-278)

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.09——713290 Amusement Machines (coin operated – non payout)

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3)

Type III.

1. Operator of machine (owner of business) \$180.00 per machine
(12-21-2720(B))

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.09——713290 Amusement Machines, coin operated – non payout

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3) Type III.

2. Distributor selling or leasing machines (not licensed by the State as an operator pursuant to S.C. Code (12-21-2728)

[Nonresident rates apply]

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.10

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Rate</u>
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8.10———SB **Sexually Oriented Businesses**

First \$2,000 Gross Income	\$84.25
Each additional \$1,000 <u>(or portion thereof)</u>	\$8.42/thousand

This rate includes the following business types:

713120-SB Adult Amusement Arcades
611610-SB Adult Nude Model Studio
711110-SB Adult Theater Productions
721110-SB Adult Hotels and Motels
451211-SB Adult Bookstores
512131-SB Adult Movie Theaters
532230-SB Adult Video, Tape, Disc Rentals
722410-SB Adult Bars and Nightclubs
812990-SB Adult Escort Agency, All Other Misc. Sexually Oriented Business
453220-SB Adult Gift, Novelty, and Souvenir Stores
711510-SB Adult, Exotic Dancers, Performers

Appendix B: Class Schedule

Richland County Business Service Center Business License Class Schedule

BUSINESS CLASSIFICATION INDEX

This Class Schedule is referenced in Code Section 16-5(1), Classification and Rates.

This index is not intended to be a complete listing of all types of businesses. It is an aid in finding classifications by common name and reference to the NAICS Code. All businesses not exempt by law which are in the major groups or sectors listed under each rate class are subject to a license tax whether found in the alphabetical index or not. The License Official shall determine the proper classification of a business not listed.

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RATE CLASS INDEX

RATE CLASS 1

<u>NAICS</u>	<u>Business Sector</u>
42	Wholesale Trade
442	Furniture and Home Furnishing Stores
445	Food and Beverage Stores
446	Health and Personal Care Stores
447	Gasoline Stations
451	Sporting Goods, Hobby, Book, Music Stores
721	Accommodation, Hotel, Motel, Inn, Camp
722	Eating Places, Food Services, Restaurants, Caterers, except drinking places
813	Membership Organizations
92	Public Administration

RATE CLASS 2

<u>NAICS</u>	<u>Business Sector</u>
4413	Automotive Parts, Tire Stores
443	Electronics and Appliance Stores
444	Building Material, Garden Equipment and Supply
448	Clothing and Accessory Stores
452	General Merchandise Stores
453	Miscellaneous Store Retailers
454	Nonstore Retailers, except peddlers
811	Repair and Maintenance Services

RATE CLASS 3

<u>NAICS</u>	<u>Business Sector</u>
31-33	Manufacturing
48	Transportation, except rail

RATE CLASS 4

<u>NAICS</u>	<u>Business Sector</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
2213	Water and Sewerage Systems
512	Motion Pictures, theaters, production
56	Administrative and Support, Waste Management and Remediation Services
711	Arts, Sports and Promoters of Events
712	Museums, Historical Sites, Zoos, Gardens
713	Amusement and Recreation, except coin-operated machines & gambling
812	Personal Care, Barber, Beauty, Laundry

RATE CLASS 5

<u>NAICS</u>	<u>Business Sector</u>
49	Warehousing and Couriers

RATE CLASS 6

<u>NAICS</u>	<u>Business Sector</u>
511	Information, Newspapers, Publishers
522	Mortgage Brokers and Credit Card Issuing, except banks and pawnshops
523	Security and Commodity Brokers
61	Education Services
62	Health Care and Social Assistance

RATE CLASS 7

<u>NAICS</u>	<u>Business Sector</u>
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515	Radio and Television Broadcasting
516	Internet Publishers
518	Internet Service Providers and Data Processing Services, on line
52421	Insurance Agencies, except brokers for non-admitted insurers
53	Real Estate and Rental and Leasing
54	Professional, Scientific, and Technical Services
55	Management of Companies and Enterprises

RATE CLASS 8

<u>NAICS</u>	<u>Rate</u>	<u>Business Sector</u>
2211	8.00	Electric Utilities
2212	8.00	Gas Utilities
23	8.01	Construction, all types
423930	8.03	Recyclable Material, Junk Dealers
4411	8.07	Automobile Dealers
4412	8.07	Other Motor Vehicle Dealers
45421	8.03	Vending Machines (distributors, sellers of products)
45439	8.06	Peddlers, Direct Selling
482	8.00	Rail Transportation
485112	8.00	Rail Transportation, Commuter
5171	8.00	Telecommunications, wired
5172	8.00	Telecommunications, cellular
5173	8.00	Telecommunications, resellers
5174	8.00	Telecommunications, satellite
5175	4	Cable Television – franchise required
5221	8.00	Banks and banking activities
522291	8.04	Consumer Lending (Title Loans, Check Cashing, etc.)
522298	8.04	Pawnshops
5241	8.00	Insurance Carriers
5622	8.02	Waste Treatment and Disposal
71119	8.06	Carnivals, Circuses
7131	8.09	Amusement Arcades, Parks (not gambling [Type I, II])
7132	8.09	Casinos, Other Gambling Industries (Nonpayout Amusement Machines [Type III])
71399	8.08	Billiards or Game Rooms, Pool Tables
722330	8.06	Peddlers, Mobile Food Stands
72241	8.08	Drinking Places, Bars (alcoholic)
812990-PA	8.05	Psychic Arts (fortune tellers, palm readers, etc.)
SB	8.10	Sexually Oriented, Adult Businesses

(2)

NAICS NUMERICAL INDEX

<u>Code</u>	<u>Class</u>	<u>NAICS Sector Description</u>
11	4	Agriculture, Forestry, Fishing and Hunting (except 111,112 &114)
21	4	Mining
2211	8	Electric Utilities
2212	8	Gas Utilities
2213	4	Water and Sewerage Systems
23	8	Construction, all types
31-33	3	Manufacturing
42	1	Wholesale Trade, except junk
423930	8	Recyclable Material, Junk
44-45		Retail Trade (See type)
4411	8	Automobile Dealers
4412	8	Other Motor Vehicle Dealers and Farm Machinery
4413	2	Automotive Parts, Tire Stores
442	1	Furniture and Home Furnishing Stores
443	2	Electronics and Appliance Stores
444	2	Building Material, Garden Equipment and Supply
445	1	Food and Beverage Stores
446	1	Health and Personal Care Stores
447	1	Gasoline Stations
448	2	Clothing and Accessory Stores
451	1	Sporting Goods, Hobby, Book, Music Stores
452	2	General Merchandise Stores
453	2	Miscellaneous Store Retailers
454	2	Nonstore Retailers, except peddlers
45421	8	Vending Machines
45439	8	Peddlers, Direct Selling
48	3	Transportation, except rail
482	8	Rail Transportation
49	5	Warehousing and Couriers
511	6	Information, Newspapers, Publishers
512	4	Motion Pictures, theaters, production, music, recording
515	7	Radio and Television Broadcasting
516	7	Internet Publishers
5171	8	Telecommunications, wired
5172	8	Telecommunications, cellular
5175	8	Cable Television
518	7	Internet Service Providers and Data Processing Services, on line
522	6	Mortgage Brokers, Credit Card Issuing, except banks and pawnshops
522291	8	Consumer Lending
522298	8	Pawnshops

523	6	Security and Commodity Brokers
5241	8	Insurance Carriers
5242	7	Insurance Agencies, except brokers for non-admitted insurers
52421	8	Brokers for Non-admitted Insurance Carriers
53	7	Real Estate and Rental
54	7	Professional, Scientific, and Technical Services
55	7	Management of Companies and Enterprises
56	4	Administrative and Support, Waste Management and Remediation Services
5622	8	Waste Treatment and Disposal
61	6	Education Services
62	6	Health Care and Social Assistance
711	4	Arts, Sports and Promoters of Events
71119	8	Carnivals, Circuses
712	4	Museums, Historical Sites, Zoos, Gardens
713	4	Amusement and Recreation, except coin-operated machines & gambling
7131	8	Amusement Arcades, except gambling [Sec. 12-21-2720(A)(1) and (2)]
7132	8	Nonpayout Amusement Machines [Sec. 12-21-2720(A)(3)]
71399	8	Billiard Parlor, Pool Tables
721	1	Accommodation, Hotel, Motel, Inn, Camp
722	1	Eating Places, Food Services, Restaurants, Caterers, except drinking places
72241	8	Drinking Places, Bars (alcoholic)
811	2	Repair and Maintenance Services
812	4	Personal Care, Barber, Beauty, Laundry
812990-PA	8	Psychic Arts: fortune tellers, palm readers, etc.
813	1	Membership Organizations
92	1	Public Administration
SB	8	Sexually Oriented, Adult Businesses

(3) NAICS ALPHABETICAL INDEX

NAICS Code	Rate Class	Business Activity
A		
311611	3	Abattoirs
611310	6	Academies, college or university
511140	6	Address list publishers
561110	4	Administrative management services
541810	7	Advertising agencies
323110	3	Advertising materials printing

NAICS Code	Rate Class	Business Activity
511120	6	Advertising periodical publishers
541850	7	Advertising services, indoor or outdoor display
713940	4	Aerobic dance and exercise centers
423860	1	Aeronautical equipment and supplies, wholesaling
524210	7	Agencies, insurance
531210	7	Agencies, real estate
711410	4	Agents for artists, authors, entertainers, models, sports and public figures, etc.
11	4	Agriculture (See type of operation)
111	4	Crop production (exempt)
112	4	Animal production (exempt)
113	4	Forestry and logging
114	4	Fishing, hunting and trapping (exempt)
115	4	Agriculture and forestry support activities
423820	1	Agricultural machinery and equipment, sale
811412	2	Air-conditioner, window, repair and maintenance services
238220	8	Air-conditioning installation contractors
481211	3	Aircraft charter services, passenger
441229	8	Aircraft dealers, retail
423860	1	Aircraft equipment and supplies, wholesaling
488119	3	Aircraft hangar rental
488190	3	Aircraft maintenance and repair services
532411	7	Aircraft rental and leasing
722310	1	Airline food service contractors
561599	4	Airline ticket offices
485999	3	Airport limousine services (shuttle)
561621	4	Alarm systems sales with installation, maintenance, or monitoring services
441221	8	All-terrain vehicle (ATV) dealers
621910	6	Ambulance services, air or ground
713120	8	Amusement device parlors (except gambling), coin-operated; arcades
713290	8	Amusement, gambling machines, coin-operated (video poker) – PROHIBITED
812910	4	Animal grooming services
541940	7	Animal hospitals
561421	4	Answering services, telephone
238990	8	Antenna installation construction contractors
444112	2	Antenna, satellite, sales and installation
441120	8	Antique auto dealers
811420	2	Antique furniture repair and restoration shops
453310	2	Antique shops
531110	7	Apartment rental or leasing
448150	2	Apparel accessory stores

NAICS Code	Rate Class	Business Activity
812320	4	Apparel pressing services
448130	2	Apparel stores, children's and infants' clothing
448110	2	Apparel stores, men's and boys' clothing
453310	2	Apparel stores, used clothing
448120	2	Apparel stores, women's and girls' clothing
532210	7	Appliance rental
443111	2	Appliance stores, household-type
453310	2	Appliance stores, household-type, used
811412	2	Appliance, household-type, repair and maintenance services
423720	1	Appliances, gas (except dryers, freezers, refrigerators), wholesaling
423620	1	Appliances, household-type (except gas ranges, gas water heaters), wholesaling
541990	7	Appraisal (except real estate) services
531320	7	Appraisal services, real estate
712130	4	Aquariums
541990	7	Arbitration and conciliation services (except by attorney, paralegal)
713120	8	Arcades, amusement
541310	7	Architectural (except landscape) services
541320	7	Architectural services, landscape
711310	4	Arena operators
811310	2	Armature rewinding services
561613	4	Armored car services
611610	6	Art (except commercial or graphic) instruction
453920	2	Art dealers
712110	4	Art galleries (except retail)
453920	2	Art galleries retailing art
511199	6	Art publishers
611519	6	Art schools, commercial or graphic
541430	7	Art studios, commercial
453998	2	Art supply stores
711510	4	Artist
453220	2	Arts and crafts, retail
711310	4	Arts event managers with facilities
711320	4	Arts event managers without facilities
562910	4	Asbestos removal contractors
623311	6	Assisted-living facilities with on-site nursing facilities
623312	6	Assisted-living facilities without on-site nursing care facilities
522320	6	ATM machine operator
541110	7	Attorneys' private practices
453998	2	Auction houses (general merchandise)

NAICS Code	Rate Class	Business Activity
423990	1	Audio and video tapes and disks, prerecorded, wholesaling
443112	2	Audio equipment stores (except automotive)
532490	7	Audio visual equipment rental or leasing
541211	7	Auditing services (CPA services), accounts
441310	2	Auto supply stores
423420	1	Automatic teller machines (ATM) wholesaling
493190	5	Automobile dead storage
441110	8	Automobile dealers, new only or new and used
441120	8	Automobile dealers, used only
611692	6	Automobile driving schools
522220	6	Automobile finance leasing companies
522220	6	Automobile financing
423120	1	Automobile glass wholesaling
532112	7	Automobile leasing
812930	4	Automobile parking garages or lots
441310	2	Automobile parts dealers
532111	7	Automobile rental
485320	3	Automobile rental with driver (except shuttle service, taxis)
561491	4	Automobile repossession services
561920	4	Automobile show promoters
811121	2	Automotive body shops
811118	2	Automotive brake repair shops
711212	4	Automobile racetracks
811192	2	Automotive detailing services (cleaning, polishing)
811112	2	Automotive exhaust system repair and replacement shops
811118	2	Automotive front end alignment shops
811122	2	Automotive glass shops
811191	2	Automotive oil change and lubrication shops
811121	2	Automotive paint shops
423120	1	Automotive parts, new, wholesaling
811118	2	Automotive radiator repair shops
811111	2	Automotive repair and replacement shops, general
441320	2	Automotive tire dealers
811113	2	Automotive transmission repair shops
811118	2	Automotive tune-up shops
811121	2	Automotive upholstery shops
811192	2	Automotive washing and polishing
611512	6	Aviation schools
B		
624410	6	Babysitting services, child day care
812990	4	Bail bonding services
445210	1	Baked ham stores
445291	1	Bakery stores, retailing only

NAICS Code	Rate Class	Business Activity
611610	6	Ballet schools (except academic)
711130	4	Bands, dance
812111	4	Barber shops
722410	8	Bars, drinking places, lounges, taverns, alcoholic
532292	7	Beach chair, umbrella rental
448190	2	Beachwear stores, retail
812112	4	Beauty salons
721191	1	Bed and breakfast inns
517221	8	Beeper (i.e., radio pager) communication carriers
722330	1	Beverage stands, nonalcoholic, mobile
451110	1	Bicycle (except motorized) shops
532292	7	Bicycle rental
811490	2	Bicycle repair and maintenance shops without retailing bicycles
441221	8	Bicycle shops, motorized
561440	4	Bill collection services
541850	7	Billboard display advertising services
713990	8	Billiard rooms, parlors
541219	7	Billing services
713290	8	Bingo halls, parlors
621410	6	Birth control clinics
561439	4	Blueprinting services
621999	6	Blood pressure screening services
812990	4	Blood pressure testing machine concession, coin-operated
115210	4	Boarding horses
721310	1	Boarding houses
611110	6	Boarding schools, elementary or secondary
812910	4	Boarding services, pet
441222	8	Boat dealers, new and used
441222	8	Boat trailer dealers
487210	3	Boat, fishing charter, sightseeing, dinner cruises, operation
811490	2	Boat, pleasure, repair & maintenance, not retailing new boats
713930	4	Boating clubs with marinas
713990	4	Boating clubs without marinas
423860	1	Boats (except pleasure) wholesaling
336612	3	Boats (i.e., suitable or intended for personal use) manufacturing
713940	4	Body building studios, physical fitness
811121	2	Body shops, automotive
238220	8	Boiler contractors
523120	6	Bond brokerages
493110	5	Bonded warehousing, general merchandise

NAICS Code	Rate Class	Business Activity
323121	3	Book binding shops
511130	6	Book publishers
451211	1	Book stores
541219	7	Bookkeeping services
323117	3	Books printing without publishing
424920	1	Books, wholesaling
235930	8	Boring contractors, building construction
424490	1	Bottled water (except water treating) wholesaling
454390	2	Bottled water providers, direct selling
713950	4	Bowling alleys, centers
423910	1	Bowling equipment and supplies, wholesaling
451110	1	Bowling equipment and supply stores
711310	4	Boxing event promoters
238140	8	Bricklaying construction contractors
423320	1	Bricks (except refractory) wholesaling
327121	3	Bricks, clay, manufacturing
448190	2	Bridal gown shops (except custom)
532220	7	Bridal wear rental
523120	6	Brokerages, securities
524210	7	Brokers' offices, insurance (see Class 8 for non-admitted rate)
522310	6	Brokers' offices, loan, mortgage
531210	7	Brokers' offices, real estate
		Brokers - see heading under type of operation
561720	4	Building cleaning services, janitorial
236210	8	Building construction, industrial, general construction contractors
236115	8	Building construction, residential
444110	2	Building materials supply dealers, home centers
424710	1	Bulk gasoline stations
532412	7	Bulldozer rental or leasing without operator
561621	4	Burglar alarm sales with installation, maintenance, or monitoring
485510	3	Bus charter services (except scenic, sightseeing)
561599	4	Bus ticket offices
611410	6	Business colleges or schools
541611	7	Business management consulting services
445210	1	Butcher shops
C		
541211	7	CPAs' (certified public accountants) offices
485310	3	Cab (taxi) services
238350	8	Cabinet work on site construction contractors
517510	8	Cable TV providers (except networks)
237130	8	Cable laying

NAICS Code	Rate Class	Business Activity
722310	1	Cafeteria food service contractors (e.g., office, hospital, school)
722212	1	Cafeterias
532210	7	Camcorder rental
423410	1	Camera equipment and supplies, photographic, wholesaling
443130	2	Camera shops, photographic
532120	7	Camper rental
721211	1	Campgrounds
713990	4	Camps (except instructional), day
445292	1	Candy stores, packaged, retailing only
424450	1	Candy wholesaling
532292	7	Canoe rental
722330	1	Canteens, mobile
424990	1	Canvas products wholesaling
454390	8	Canvassers (door-to-door), direct retail sale of merchandise
811192	2	Car detailers
532112	7	Car leasing
532111	7	Car rental agencies
811111	2	Car repair shops, general
811192	2	Car washes
453220	2	Card shops, greeting
424120	1	Cards, greeting, wholesaling
711190	8	Carnival traveling shows
238130	8	Carpentry, framing
238350	8	Carpentry, finish
532490	7	Carpet and rug cleaning equipment rental
561740	4	Carpet cleaning plants, services, including on premises cleaning
442210	1	Carpet stores
722211	1	Carryout restaurants
423850	1	Caskets, burial, wholesaling
532230	7	Cassette, prerecorded video, rental
722320	1	Caterers
238310	8	Ceiling construction contractors
444190	2	Ceiling fan stores
517212	8	Cellular telephone services
443112	2	Cellular telephone stores
423320	1	Cement wholesaling
812220	4	Cemeteries
423320	1	Ceramic construction materials (except refractory) wholesaling
444190	2	Ceramic tile stores

NAICS Code	Rate Class	Business Activity
523930	6	Certified financial planners, customized, fees paid by client
541211	7	Certified public accountants' (CPA) offices
522210	6	Charge card issuing
481212	3	Charter air freight services
481211	3	Charter air passenger services
485510	3	Charter bus services (except scenic, sightseeing)
541710	7	Chemical research and development laboratories or services
424690	1	Chemicals (household, industrial, photographic) wholesaling
424910	1	Chemicals, agricultural, wholesaling
424440	1	Chicken & chicken products (except packaged frozen) wholesaling
112310	4	Chicken egg production
487210	3	Charter fishing boat operation
522390	6	Check cashing services
112320	4	Chicken production (except egg laying)
311615	3	Chickens, slaughtering and dressing
624410	6	Child day care
561790	4	Chimney cleaning services
442299	1	Chinaware stores
621310	6	Chiropractors' offices (centers, clinics)
453220	2	Christmas stores
111421	4	Christmas tree growing
424990	1	Christmas trees (artificial, cut) wholesaling
454390	2	Christmas trees, cut, direct selling
453991	2	Cigarette stands, permanent
424940	1	Cigarettes wholesaling
711190	8	Circuses
524291	7	Claims adjusting, insurance
812320	4	Cleaners, drycleaning and laundry service
561790	4	Cleaning (power sweeping, washing) buildings, parking lots
561740	4	Cleaning carpets
561720	4	Cleaning homes, offices, new building interiors, shopping centers
561740	4	Cleaning services, carpet and rug
561790	4	Cleaning swimming pools
621498	6	Clinics/centers, health practitioners practicing in same office
519190	7	Clipping services, news
811490	2	Clock repair shops without retailing new clocks
448310	2	Clock shops
513220	8	Closed circuit television (CCTV)

NAICS Code	Rate Class	Business Activity
		Clothing – see also apparel
448150	2	Clothing accessories stores
811490	2	Clothing repair shops, alterations only
448140	2	Clothing stores, family
424320	1	Clothing, men's and boys', wholesaling
424330	1	Clothing accessories, women's, children's, infants', wholesaling
454319	2	Coal dealers, direct selling
448190	2	Coat stores
722410	8	Cocktail lounges
722213	1	Coffee shops, on premise brewing
713120	8	Coin-operated amusement devices; arcade (parlor), nongambling
812310	4	Coin-operated drycleaners and laundries
423990	1	Coin-operated game machines wholesaling
713990	8	Coin-operated nongambling amusement device operators
812990	4	Coin-operated personal service machine (e.g., photo, scales, etc.)
493120	5	Cold storage locker services
453220	2	Collectible gift shops (e.g., crystal, pewter, porcelain)
561440	4	Collection agencies
811310	2	Commercial & industrial machinery repair & maintenance services
236220	8	Commercial and institutional building construction management
541430	7	Commercial art services
311812	3	Commercial bakeries
236220	8	Commercial building construction
531120	7	Commercial building rental or leasing
561450	4	Commercial credit reporting bureaus
541922	7	Commercial photography services
531312	7	Commercial property managing
531210	7	Commercial real estate agencies
512110	4	Commercials, television, production
523140	6	Commodity contracts brokers' offices
238210	8	Communication equipment construction contractors
811213	2	Communication equipment repair and maintenance services
236900	1	Communications equipment wholesaling
485113	3	Commuter bus operation
423990	1	Compact discs (CDS), prerecorded, wholesaling
424690	1	Compressed gases (except LP gas) wholesaling
541519	7	Computer consultant
811212	2	Computer equipment repair and maintenance services
443120	2	Computer equipment stores

NAICS Code	Rate Class	Business Activity
518111	7	Computer - internet service providers (ISP)
611420	6	Computer operator training
541511	7	Computer program or software development, custom
532420	7	Computer rental or leasing
611519	6	Computer repair training
541513	7	Computer systems facilities management and operation services
518210	7	Computer time leasing
532230	7	Computer video game rental
541512	7	Computer-aided design systems integration design services
334111	3	Computers, manufacturing
443120	2	Computers, retailing
423430	1	Computers, wholesaling
713990	8	Concession operators, amusement device (except gambling), ride
722330	1	Concession stands, food, mobile
327320	3	Concrete batch plants, ready-mix manufacture and distribution
423320	1	Concrete building products wholesaling
238990	8	Concrete finishing construction contractors
531311	7	Condominium managers' offices
531120	7	Conference center, no promotion of events, rental or leasing
453310	2	Consignment shops, used
532412	7	Construction machinery and equipment rental without operator
811310	2	Construction machinery & equipment repair, maintenance services
423810	1	Construction machinery and equipment wholesaling
236220	8	Construction management firms, commercial and institutional
561450	4	Consumer credit reporting bureaus
522291	8	Consumer finance companies
623311	6	Continuing care retirement communities
23	8	Contractors, construction and special trade - all types
623110	6	Convalescent homes or convalescent hospitals
445120	1	Convenience food stores
447110	1	Convenience food with gasoline stations
561920	4	Convention promoters, managers, services
532420	7	Copier rental or leasing
561439	4	Copy shops
423420	1	Copying machines wholesaling
551114	7	Corporate offices
446120	1	Cosmetics stores

NAICS Code	Rate Class	Business Activity
424210	1	Cosmetics wholesaling
812112	4	Cosmetology salons or shops (beauty shops)
611511	6	Cosmetology schools
448150	2	Costume jewelry stores
423940	1	Costume jewelry wholesaling
532220	7	Costume rental
115111	4	Cotton ginning
624190	6	Counseling services
238990	8	Counter top construction contractors
713910	4	Country clubs
492110	5	Courier services
561920	4	Craft fair managers, organizers, promoters
451120	1	Craft supply stores
532412	7	Crane rental or leasing without operator
561450	4	Credit agencies, investigating services, reporting bureaus
522210	3	Credit card issuing (other than banks)
812220	6	Crematories (except combined with funeral homes)
115112	4	Crop dusting
111	4	Crop production, agriculture
561599	4	Cruise ship ticket offices
453220	2	Curio shops
442291	1	Curtain and drapery stores, packaged
812320	4	Curtain cleaning services
561720	4	Custodial services
337212	3	Custom architectural millwork and fixtures, manufacturing on a job shop basis
236115	8	Custom built house construction
315211	3	Cut and sew apparel contractors, men's and boys'
315212	3	Cut and sew apparel contractors, women's, girls', and infants'
D		
445299	1	Dairy product stores
424430	1	Dairy products, wholesaling
711130	4	Dance bands
713940	4	Dance centers, aerobic
713990	4	Dance halls, dance schools, studios
518210	7	Data processing computer services
511140	6	Database and directory publishers
624120	6	Day care centers, adult
624410	6	Day care centers, child or infant
541410	7	Decorating consulting services, interior
722211	1	Delicatessen restaurants
492210	5	Delivery service
238910	8	Demolition of buildings or other structures, construction contractors

NAICS Code	Rate Class	Business Activity
339116	3	Dental laboratories
621210	6	Dentists' offices (e.g., centers, clinics)
423450	1	Dentists' professional supplies wholesaling
452110	2	Department stores
621111	6	Dermatologists' offices
561410	4	Desktop publishing services
561611	4	Detective agencies
621420	6	Detoxification centers and clinics
811198	2	Diagnostic centers without repair, automotive
812331	4	Diaper supply services
561410	4	Dictation services
812191	4	Diet centers, non-medical
323115	3	Digital printing
722110	1	Diners, full service
487210	3	Dinner cruises
711110	4	Dinner theaters
541860	7	Direct mail advertising services
454390	8	Direct selling of merchandise (door-to-door, vehicles, stalls, street vendors)
511140	6	Directory and database publishers
713990	4	Discotheques (except those serving alcoholic beverages)
812990	4	Discount buying services
452110	2	Discount department stores
488310	3	Docking facility operations
561439	4	Document copying services
452990	2	Dollar stores
238350	8	Door and window construction contractors
722110	1	Doughnut shops
541340	7	Drafting services
561790	4	Drain cleaning services
237990	8	Dredging, general construction contractors
722410	8	Drinking places (i.e., bars, lounges, taverns), alcoholic
722211	1	Drive-in restaurants
611692	6	Driver education
713990	4	Driving ranges, golf
446110	1	Drug stores
424210	1	Drugs wholesaling
812320	4	Drycleaners
238310	8	Drywall construction contractors\
561790	4	Duct cleaning services
E		
812199	4	Ear piercing services
532412	7	Earth moving equipment rental or leasing without operator
237990	8	Earth moving not connected with building construction

NAICS Code	Rate Class	Business Activity
722110	1	Eating places
611699	6	Educational services, miscellaneous
112310	4	Egg production, chicken
811310	2	Electric motor repair and maintenance services
221122	8	Electric power distribution systems - franchise
444190	2	Electrical supply stores
238210	8	Electrical repair construction contractors
811118	2	Electrical repair shops, automotive
444190	2	Electrical supply stores
713120	8	Electronic game arcades, nongambling
423690	1	Electronic parts, wholesaling
811412	2	Electronic repair
443112	2	Electronic stores
238290	8	Elevator, escalator installation contractors
812210	4	Embalming services
561310	4	Employment agencies
811111	2	Engine repair and replacement shops, automotive
811411	2	Engine repair, small engine (e.g., lawnmowers)
541330	7	Engineering services
711510	4	Entertainers, independent
541620	7	Environmental consulting services
562910	4	Environmental remediation services
115310	4	Estimating timber
713940	4	Exercise centers
532292	7	Exercise equipment rental
451110	1	Exercise equipment stores
811112	2	Exhaust system repair and replacement shops, automotive
561710	4	Exterminating services
F		
451130	1	Fabric shops
424310	1	Fabrics, textile (except burlap, felt), wholesaling
811213	2	Facsimile machine repair and maintenance services
621410	6	Family planning counseling services
441229	8	Farm machinery, retail
424910	1	Farm supplies wholesaling
722211	1	Fast food restaurants
444220	2	Feed stores
237990	8	Fence construction contractors
561730	4	Fertilizing lawns
711310	3	Festival promoters
238210	8	Fiber optic cable construction contractors
522291	6	Finance companies
523930	6	Financial investment or planning services
313311	3	Finishing plants, broadwoven fabric

NAICS Code	Rate Class	Business Activity
561621	4	Fire alarm sales, installation, maintenance, or monitoring services
454319	2	Firewood dealers, direct selling
453998	2	Fireworks shops
487210	3	Fishing boat charter operation
451110	1	Fishing supply stores
445220	1	Fish markets
713940	4	Fitness centers
531120	7	Flea market space, rental or leasing
454390	8	Flea markets, direct selling - peddlers
713210	8	Floating casinos (i.e., gambling cruises, riverboat casinos)
238330	8	Floor laying, finishing, or refinishing construction contractors
561422	4	Floral wire services
453110	2	Florists
453110	2	Flower shops
561920	4	Flower show promoters
424930	1	Flowers wholesaling
611512	6	Flying instruction
445110	1	Food, grocery stores
446191	1	Food, health supplement stores
722330	1	Food carts, mobile
722310	1	Food service contractors, concession operator, or cafeteria
448210	2	Footwear stores
424340	1	Footwear wholesaling
115310	4	Forestry services
532220	7	Formal wear rental
812990-PA		Fortune-telling services
533110	7	Franchise agreements, leasing, selling or licensing only
488510	3	Freight forwarder
445230	1	Fruit and vegetable markets or stands, permanent
454311	2	Fuel oil (i.e., heating) dealers, direct selling
424720	1	Fuel oil wholesaling
812210	4	Funeral homes
532299	7	Furniture rental centers
442110	1	Furniture and appliance stores, new
561740	4	Furniture cleaning services
811420	2	Furniture refinishing, repair, or reupholstery shops
453310	2	Furniture stores, used
G		
713290	8	Gambling device arcades or parlors, coin-operated
562111	4	Garbage collection services
444220	2	Garden centers

NAICS Code	Rate Class	Business Activity
811411	2	Garden equipment repair and maintenance services
561730	4	Garden maintenance services
444210	2	Garden power equipment stores
532490	7	Garden tractor rental or leasing
811490	2	Garment alteration and/or repair shops
812320	4	Garment cleaning services
237120	8	Gas main construction
221210	8	Gas, natural, distribution - franchise
424710	1	Gasoline bulk stations and terminals
447110	1	Gasoline stations with convenience stores
447190	1	Gasoline stations without convenience stores
424720	1	Gasoline wholesaling (except bulk stations, terminals)
452990	2	General stores
541370	7	Geographic information system (GIS) base mapping services
453220	2	Gift shops and greeting card shops
115111	4	Ginning cotton
238150	8	Glass installation (except automotive) construction contractors
811122	2	Glass shops, automotive
444190	2	Glass stores
442299	1	Glassware stores
713910	4	Golf courses and country clubs
713990	4	Golf courses, miniature, pitch-n-putt, driving ranges
451110	1	Golf pro shops, sporting goods stores
445299	1	Gourmet food stores
311211	3	Grain mills
541430	7	Graphic art and related design services
424410	1	Groceries, general-line, wholesaling
445110	1	Grocery stores
624410	6	Group day care centers, child or infant
623110	6	Group homes for the disabled
561612	4	Guard services
721199	1	Guest houses
713990	4	Guide services
451110	1	Gun shops, gunsmiths
H		
621491	6	HMO (health maintenance organization)
812112	4	Hair stylist services, hairdresser
448150	2	Handbag stores
423710	1	Hardware (except motor vehicle) wholesaling
444130	2	Hardware stores
562112	4	Hazardous waste collection services
446110	1	Health and beauty aids stores
713940	4	Health club facilities, physical fitness

NAICS Code	Rate Class	Business Activity
446191	1	Health food stores
721110	1	Health spas
237990	8	Heavy construction equipment rental with operator
532412	7	Heavy construction equipment rental without operator
811310	2	Heavy machinery and equipment repair and maintenance services
481211	3	Helicopter passenger carriers
237310	8	Highway construction
451120	1	Hobby shops
551112	7	Holding companies
452990	2	Home and auto supply stores
442299	1	Home furnishings, miscellaneous retail
621610	6	Home health care agencies
444110	2	Home improvement centers
621399	6	Home nursing services
623110	6	Homes for the aged
487110	3	Horse-drawn carriage operation
621610	6	Hospice care services, in home
524114	8	Hospital and medical service plans, direct (insurance)
622110	6	Hospitals, general medical and surgical
721199	1	Hostels
453998	2	Hot tub stores
561110	4	Hotel management services
721110	1	Hotels
238990	8	House moving construction contractors
454390	8	House-to-house direct selling
561720	4	Housekeeping services
442299	1	Housewares stores
713990	4	Hunting clubs, recreational
114210	4	Hunting preserves
I		
722213	1	Ice cream parlors
722330	1	Ice cream truck vendors
541213	7	Income tax return preparation services
811310	2	Industrial equipment and machinery repair, maintenance services
541710	7	Industrial research and development
624410	6	Infant day care services
518111	7	Information access services, on-line
541512	7	Information management computer systems integration design services
721191	1	Inns, bed and breakfast
115112	4	Insect control for crops
561710	4	Insect extermination services
522220	6	Installment sales financing

NAICS Code	Rate Class	Business Activity
238310	8	Insulation construction contractors
524210	7	Insurance agencies
524114	8	Insurance carriers, health, direct
524113	8	Insurance carriers, life, disability, direct
524126	8	Insurance carriers, property and casualty, fidelity, surety, direct
524127	8	Insurance carriers, title, direct
524291	7	Insurance claims adjusting
541410	7	Interior decorator, design services
518111	7	Internet service providers (ISP)
516110	7	Internet publishers
561611	4	Investigators, private
523930	6	Investment advice consulting services
J		
423850	1	Janitorial equipment and supplies wholesaling
561720	4	Janitorial services
811490	2	Jewelry repair shops
448310	2	Jewelry stores
423940	1	Jewelry wholesaling
624310	6	Job counseling, vocational rehabilitation
423930	8	Junk dealers, wholesaling
K		
611620	6	Karate schools
812910	4	Kennels, pet boarding
		Kerosene - see fuel oil
811490	2	Key duplicating shops
621492	6	Kidney dialysis centers and clinics
611110	6	Kindergartens
444190	2	Kitchen cabinet (except custom) stores
337110	3	Kitchen cabinets, stock or custom wood, manufacturing
442299	1	Kitchenware stores
		Knitting mills - see textile mills
L		
621399	6	LPNs' (licensed practical nurses) offices
561330	4	Labor leasing services
621511	6	Laboratories, medical
541380	7	Laboratories, testing (except medical)
423450	1	Laboratory equipment, dental and medical, wholesaling
442299	1	Lamp shops, electric
238990	8	Land clearing and drainage construction contractors
531190	7	Land rental or leasing
237210	8	Land subdividers and developers (except cemeteries)
541370	7	Land surveying services
541320	7	Land use planning services
562212	8	Landfills

NAICS Code	Rate Class	Business Activity
541320	7	Landscape architectural services
561730	4	Landscape installation, care and maintenance services
812320	4	Laundries
812310	4	Laundromats
812331	4	Laundry services, linen supply
541110	7	Law offices
811411	2	Lawn and garden equipment repair and maintenance services
561730	4	Lawn care services
444220	2	Lawn supply stores
532490	7	Leasing equipment
532112	7	Leasing automobiles
444190	2	Lighting fixture stores
423610	1	Lighting fixtures, electric, wholesaling
532111	7	Limousine rental without driver
485320	3	Limousines for hire with driver (except taxis)
442299	1	Linen stores
448190	2	Lingerie stores
424710	1	Liquefied petroleum gas (LPG) bulk stations and terminals
454312	2	Liquefied petroleum gas (LPG) dealers, direct selling
424720	1	Liquefied petroleum gas (LPG) wholesaling
424520	1	Livestock auctions
522310	6	Loan brokers' or agents' offices
522291	6	Loan companies (i.e., consumer, personal, small, student)
561622	4	Locksmith services
113310	4	Logging
517110	8	Long-distance telephone carriers (except wireless)
517310	8	Long-distance telephone resellers (except satellite)
488320	3	Longshoremens services
722410	8	Lounges, cocktail
448320	2	Luggage stores
423310	1	Lumber (e.g., dressed, finished, rough) wholesaling
444190	2	Lumber retailing yards
M		
332710	3	Machine shops
811310	2	Machine tools repair and maintenance services
423420	1	Machines, office, wholesaling
454390	8	Magazine, sales or subscriptions, door-to-door
451212	1	Magazine stands
424920	1	Magazines wholesaling
561720	4	Maid services
532420	7	Mailing equipment rental or leasing
511140	6	Mailing list compiling services

NAICS Code	Rate Class	Business Activity
561110	4	Management services (except complete operation of business)
531312	7	Managers' offices, commercial real estate
531311	7	Managers' offices, residential real estate
561920	4	Managers, convention, trade fair or show
711410	4	Managers, entertainers, public figures, sports figures
812113	4	Manicurist services
423390	1	Manufactured (mobile) homes wholesaling
453930	2	Manufactured (mobile) home dealers
531190	7	Manufactured (mobile) home parks, sites rental or leasing
31	3	Manufacturing - food, beverages, tobacco products, textiles, apparel, leather goods
32	3	Manufacturing - wood products, manufactured (mobile) homes, prefabricated (modular) buildings, paper, printing, petroleum products, chemicals, gases, dyes, plastics, synthetic rubber, synthetic fibers, fertilizer, pesticides, medicine, paint, soap, film, rubber products, clay and ceramic products, glass, cement, concrete products, mineral products, etc.
33	3	Manufacturing - metals and metal products, small arms, ammunition, farm machinery, construction machinery, industrial machinery, commercial & service machinery, office machines, heating and air-conditioning equipment, tools, engines, pumps, elevators, computer and electronic products, communications equipment, audio and video equipment, instruments, timing devices, lighting equipment, appliances, electrical equipment, batteries, wire, transportation equipment and motor vehicles, trailers and campers, aircraft and parts, military equipment, home and office furniture, household products, medical equipment and supplies, jewelry, athletic goods, toys and games, signs, musical instruments, caskets, and Misc.
713930	4	Marina
441222	8	Marine supply dealers, boat dealers
423320	1	Mason's materials wholesaling
444190	2	Masonry (block, brick, stone) dealers
238140	8	Masonry construction contractors
448120	2	Maternity shops
442110	1	Mattress stores
812220	4	Mausoleums
624210	6	Meal delivery programs
445210	1	Meat markets
424470	1	Meats and meat products wholesaling

NAICS Code	Rate Class	Business Activity
238210	8	Mechanical construction contractors
541330	7	Mechanical engineering services
531120	7	Medical building rental or leasing
621111	6	Medical doctors' offices
423450	1	Medical equipment and supplies wholesaling
621511	6	Medical laboratories
813410	1	Membership associations, civic or social
812220	4	Memorial gardens (i.e., burial places)
561421	4	Message services, telephone answering
492210	5	Messenger service
423510	1	Metals, ferrous and nonferrous, wholesaling
561990	4	Meter reading services, contract
311511	3	Milk processing
423840	1	Mill supplies wholesaling
713990	4	Miniature golf courses
531130	7	Miniwarehouse rental or leasing
722330	1	Mobile food stands
531190	7	Mobile (manufactured) home parks, site rental or leasing
453930	2	Mobile (manufactured) home dealers
532120	7	Mobile home rental, except on site
238990	8	Mobile home site setup and tie down construction contractors
484220	3	Mobile home towing services
517212	8	Mobile telephone communication carriers
236115	8	Modular house assembly and installation on site, construction
522390	6	Money order issuance services, not related to banking
453998	2	Monument (burial marker) dealers
423990	1	Monuments and grave markers wholesaling
327991	3	Monuments and tombstone, cut stone manufacturing
441221	8	Moped dealers
532292	7	Moped rental
522292	6	Mortgage banking (nondepository mortgage lending)
522310	6	Mortgage brokers' or agents' offices (independent)
812210	4	Mortuaries
721110	1	Motels
512199	4	Motion picture booking agencies
512131	4	Motion picture theaters
484110	3	Motor freight carrier, general
441210	8	Motor home dealers
532120	7	Motor home rental
811310	2	Motor repair and maintenance services
441221	8	Motor scooter dealers
423120	1	Motor vehicle parts and accessories, wholesaling
488410	3	Motor vehicle towing services

NAICS Code	Rate Class	Business Activity
423110	1	Motor vehicles wholesaling
441221	8	Motorcycle dealers
532292	7	Motorcycle rental
811490	2	Motorcycle repair shops
561730	4	Mowing services
811112	2	Muffler repair and replacement shops
611610	6	Music instruction
451220	1	Music stores (e.g., cassette, compact disc, record, tape)
532299	7	Musical instrument rental
811490	2	Musical instrument repair shops
423990	1	Musical recordings wholesaling
711130	4	Musicians, independent
N		
221210	8	Natural gas distribution systems - franchise
621399	6	Naturopaths' offices (e.g., centers, clinics)
448150	2	Neckwear stores
451130	1	Needlecraft sewing supply stores
621111	6	Neurologists' offices (e.g., centers, clinics)
519110	7	News service, syndicate
511120	6	Newsletter publishers
541840	7	Newspaper advertising representatives (independent of media owners)
711510	4	Newspaper columnists, independent (freelance)
511110	6	Newspaper publishers
424920	1	Newspapers wholesaling
451212	1	Newsstands
722410	8	Night clubs, alcoholic beverage
424990	1	Novelties wholesaling
453220	2	Novelty shops
561310	4	Nurse registries
444220	2	Nursery and garden centers
424930	1	Nursery stock (except plant bulbs, seeds) wholesaling
111421	4	Nursery stock growing
621610	6	Nursing agencies, primarily providing home nursing services
623110	6	Nursing homes
O		
621111	6	Obstetricians' offices
621340	6	Occupational therapists' offices
531120	7	Office building rental or leasing
561720	4	Office cleaning services
423420	1	Office equipment wholesaling
532420	7	Office furniture rental or leasing
442110	1	Office furniture stores
423210	1	Office furniture wholesaling

NAICS Code	Rate Class	Business Activity
561320	4	Office help supply services
811212	2	Office machine repair & maintenance services (except communication equip.)
532420	7	Office machinery and equipment rental or leasing
423420	1	Office machines wholesaling
561110	4	Office management services
424120	1	Office supplies (except furniture, machines) wholesaling
453210	2	Office supply stores
811191	4	Oil change and lubrication shops, automotive
424710	1	Oil, petroleum, bulk stations and terminals
424720	1	Oil, petroleum, wholesaling (except bulk stations, terminals)
454311	2	Oil, heating, retail
518191	7	On-line access service providers
621111	6	Oncologists' offices
236115	8	Operative builders
621111	6	Ophthalmologists' offices
423460	1	Optical goods (except cameras) wholesaling
446130	1	Optical goods stores (except offices of optometrists)
518210	7	Optical scanning services
621320	6	Optometrists' offices
621210	6	Orthodontists' offices
621111	6	Orthopedic physicians' offices
621111	6	Osteopathic physicians' (except mental health) offices
441222	8	Outboard motor dealers
811490	2	Outboard motor repair shops
541850	7	Outdoor display advertising services
451110	1	Outdoor sporting equipment stores
P		
621999	6	Pacemaker monitoring services
517211	8	Paging services
811121	2	Paint shops, automotive
444120	2	Paint stores
424950	1	Painter's supplies wholesaling
711510	4	Painters (i.e., artists), independent
238320	8	Painting, exterior and interior, construction contractors
812990-PA	8	Palm reading services
423930	1	Paper, scrap, wholesaling
812930	4	Parking garages, lots, automobile
441310	2	Parts and accessories dealers, automotive
532299	7	Party rental supply centers
445120	1	Party shops, convenience stores
621111	6	Pathologists', neuropathological, offices
561612	4	Patrol services, security
522298	8	Pawnshops

NAICS Code	Rate Class	Business Activity
812990	4	Pay telephone equipment concession operators
513210	8	Pay television networks - franchise
621111	6	Pediatricians' offices
454390	8	Peddlers, direct selling of merchandise (door-to-door, from vehicles or stalls, street vendors)
611610	6	Performing arts schools (except academic)
517212	8	Personal communication services (PCS), communication carriers
561710	4	Pest control services
812910	4	Pet boarding services
812220	4	Pet cemeteries
812910	4	Pet grooming services
541940	7	Pet hospitals
453910	2	Pet shops
424990	1	Pet supplies (except pet food) wholesaling
812910	4	Pet training services
		Petroleum – see Gas or Oil
424210	1	Pharmaceuticals wholesaling
446110	1	Pharmacies
424120	1	Photocopy supplies wholesaling
811212	2	Photocopying machine repair and maintenance services
561439	4	Photocopying services
812921	4	Photofinishing services, developing
541922	7	Photographers, commercial
541921	7	Photographers, portraits
423410	1	Photographic equipment and supplies wholesaling
532210	7	Photographic equipment rental
811211	2	Photographic equipment repair shops
443130	2	Photographic supply stores
541921	7	Photography services, studios
713940	4	Physical fitness facilities
621340	6	Physical therapy offices
621111	6	Physicians' (except mental health) offices
621399	6	Physicians' assistants' offices
621340	6	Physiotherapists' offices
532299	7	Piano rental
451140	1	Piano stores
442299	1	Picture frame shops, custom
453998	2	Picture frames, ready made - retail
424310	1	Piece goods wholesaling
451130	1	Piece goods stores
237990	8	Pier construction
237110	8	Pipeline (e.g., gas, oil, sewer, water) construction
722110	1	Pizza parlors
561310	4	Placement agencies or services, employment

NAICS Code	Rate Class	Business Activity
561730	4	Plant and shrub maintenance services
621111	6	Plastic surgeons' offices
423930	1	Plastics scrap wholesaling
238220	8	Plumbing construction contractors - plumbers
423720	1	Plumbing equipment, fixtures, supplies wholesaling
444190	2	Plumbing supply stores
621391	6	Podiatrists' offices
561611	6	Polygraph services
561790	4	Pool cleaning
713990	8	Pool rooms
488310	3	Port facility operation
562991	4	Portable toilet renting and/or servicing
236220	8	Post office construction
445210	1	Poultry dealers
444210	2	Power equipment stores, outdoor
237130	8	Power line construction
532490	7	Power washer rental or leasing
561790	4	Power washing building exteriors
624410	6	Pre-kindergarten, preschool centers
238120	8	Precast concrete product placement construction contractors
236116	8	Prefabricated building erection
444190	2	Prefabricated building dealers
323114	3	Print shops - commercial
561611	4	Private detective services
611110	6	Private schools, elementary or secondary
451110	1	Pro shops (e.g., golf, skiing, tennis)
541199	7	Process server services
621111	6	Proctologists' offices
445230	1	Produce markets
424480	1	Produce, fresh, wholesaling
541511	7	Programming services, custom computer
711310	4	Promoters of events
531311	7	Propane - see Liquefied Petroleum Gas
531311	7	Property manager
446199	1	Prosthetic stores
561730	4	Pruning services, ornamental tree and shrub
623220	6	Psychiatric convalescent homes or hospitals
621112	6	Psychiatrists' offices
812990-PA	8	Psychic Arts (fortune tellers, palm readers, etc.)
621330	6	Psychologists' offices
541211	7	Public accountants' (CPAs) offices, certified
541219	7	Public accountants' (except CPAs) private practices
541820	7	Public relations services
423990	1	Pulpwood wholesaling

NAICS Code	Rate Class	Business Activity
562991	4	Pumping cesspools and septic tanks
Q		
323114	3	Quick printing - duplicating
811191	2	Quick-lube shops
523999	6	Quotation services, securities
R		
721211	1	RV (recreational vehicle) parks
532120	7	RV (recreational vehicle) rental or leasing
441210	8	RV dealers
711212	4	Racetracks (e.g., automobile, horse)
541380	7	Radiation testing laboratories or services
811118	2	Radiator repair shops, automotive
517211	8	Radio paging services communication carriers
811211	2	Radio repair and maintenance services
515112	7	Radio stations
562211	4	Radioactive waste collecting and/or disposal
621111	6	Radiologists' offices
541380	7	Radon testing laboratories or services
482	8	Railroads
327320	3	Ready-mixed concrete manufacturing and distributing
531190	7	Real estate (except building) rental or leasing
531210	7	Real estate agents' or brokers' offices
531320	7	Real estate appraisal services
531390	7	Real estate listing services
531312	7	Real estate property managers' offices, commercial
531311	7	Real estate property managers' offices, residential
531130	7	Real estate rental or leasing of miniwarehouses & self-storage
531120	7	Real estate rental or leasing of any nonresidential building (except miniwarehouse)
531110	7	Real estate rental or leasing of residential building (more than one dwelling unit)
237210	8	Real property (except cemetery lots) development or subdivision
326212	3	Recapping tires
451220	1	Record stores
512240	4	Recording studios, sound
713990	4	Recreational day camps (except instructional)
423910	1	Recreational equipment and supplies (except vehicles) wholesaling
532292	7	Recreational goods rental
451110	1	Recreational goods stores - retail
713940	4	Recreational sports club facilities
441210	8	Recreational vehicle (RV) dealers
532120	7	Recreational vehicle (RV) rental or leasing

NAICS Code	Rate Class	Business Activity
721211	1	Recreational vehicle parks
441210	8	Recreational vehicle parts and accessories stores
423110	1	Recreational vehicles wholesaling
423930	8	Recyclable material, junk, wholesaling
561310	4	Referral agencies or services, employment
722330	1	Refreshment stands, mobile
493120	5	Refrigerated warehousing
562111	4	Refuse collection services
562219	4	Refuse treatment and disposal, nonhazardous
624310	6	Rehabilitation job counseling and training, vocational
451211	1	Religious book stores
532310	7	Rent-all centers, miscellaneous rental
811	2	Repair services (see type of operation)
561491	4	Repossession services
561599	4	Reservation services (e.g., airline, car rental, hotel, restaurant)
623110	6	Rest, retirement homes
722110	1	Restaurants
44-45		Retail (see type of operation)
4411	8	Automobile dealers
4412	8	Other motor vehicle dealers
4413	2	Automotive parts, tire stores
442	1	Furniture & home furnishing stores
443	2	Electronics & appliance stores
444	2	Building material, garden equipment & supply dealers
445	1	Food & beverage stores
446	1	Health & personal care stores
447	1	Gasoline stations
448	2	Clothing & clothing accessories stores
451	1	Sporting goods, hobby, book & music stores
452	2	General merchandise stores
44-45	2	Miscellaneous store retailers
	2	Nonstore retailers, except peddlers
811420	2	Reupholstery shops, furniture
713990	4	Riding stables
713990	4	Rifle clubs, recreational
713940	4	Roller skating rinks
238160	8	Roof spraying, painting or coating, construction contractors
444190	2	Roofing material dealers
423330	1	Roofing materials (except wood) wholesaling
721310	1	Rooming and boarding houses
561740	4	Rug cleaning services
442210	1	Rug stores

S

NAICS Code	Rate Class	Business Activity
441222	8	Sailboat dealers
532292	7	Sailboat rental
713930	4	Sailing clubs
444190	2	Sand, retail
423320	1	Sand wholesaling
722211	1	Sandwich shops
424490	1	Sandwich wholesaling
562212	4	Sanitary landfills
444112	2	Satellite antenna sales & installation
811411	2	Saw repair and maintenance
321113	3	Sawmills
611	6	Schools (see type)
424460	1	Seafood (except canned, packaged frozen) wholesaling
445220	1	Seafood markets
561410	4	Secretarial services
523120	6	Securities brokers' offices
561621	4	Security alarm systems sales with installation, maintenance, or monitoring services
561612	4	Security guard services
531130	7	Self-storage warehousing
238220	8	Septic system construction contractors
562991	4	Septic tank cleaning services
447190	1	Service stations, gasoline
562998	4	Sewer cleaning and rodding services
221320	4	Sewer systems
443111	2	Sewing machine stores, household-type
451130	1	Sewing supply stores
SB	8	Sexually Oriented Businesses
811430	2	Shoe repair shops
448210	2	Shoe stores (except bowling, golf, spiked)
451110	1	Shoe stores, specialty sports footwear
424340	1	Shoes wholesaling
485999	3	Shuttle services (except employee bus)
238170	8	Siding construction contractors
444190	2	Siding dealers
487210	3	Sightseeing boat operation
487110	3	Sightseeing bus operation
238990	8	Sign contractors, installation (on buildings)
234110	8	Sign erection (i.e., highway, street) contractors
541890	7	Sign lettering and painting services
522291	6	Small loan companies
722213	1	Snack bars, soda fountains, fixed location
722330	1	Snack stands, mobile
424490	1	Soft drinks wholesaling
453220	2	Souvenir shops

NAICS Code	Rate Class	Business Activity
713940	4	Spa - health club
621340	6	Speech therapists' offices
532292	7	Sporting goods rental
451110	1	Sporting goods stores
711310	4	Sports event managers, promoters
711410	4	Sports figures' agents or managers
453210	2	Stationery stores
424120	1	Stationery supplies wholesaling
722110	1	Steak houses
423510	1	Steel wholesaling
561410	4	Stenographic services
443112	2	Stereo stores
488320	3	Stevedoring services
523120	6	Stock brokers' offices
454390	8	Street vendors (except food)
722330	1	Street vendors, food
445110	1	Supermarkets
452910	2	Superstores (food and general merchandise)
621111	7	Surgeons' (except dental) offices
541940	6	Surgeons' offices, veterinary
621210	6	Surgeons', dental, offices
423450	1	Surgical supplies wholesaling
541370	7	Surveying and mapping services (except geophysical)
423490	1	Surveying equipment and supplies wholesaling
541360	7	Surveying services, geophysical
611620	6	Swimming instruction
561790	4	Swimming pool cleaning and maintenance
238990	8	Swimming pool construction contractors
453998	2	Swimming pool supply stores
423910	1	Swimming pools and equipment wholesaling
T		
448190	2	T-shirt shops, custom printed
451110	1	Tackle shops (fishing)
811490	2	Tailor shops, alterations only
722211	1	Take out eating places
812199	4	Tanning salons
423990	1	Tapes, prerecorded, audio or video, wholesaling
722410	8	Taverns (i.e., drinking places)
561440	4	Tax collection services on a contract or fee basis
541213	7	Tax return preparation services
485310	3	Taxicab services
711510	4	Taxidermists, independent
517212	8	Telecommunications carriers, cellular telephone
517110	8	Telecommunications carriers, wired
532490	7	Telecommunications equipment rental or leasing

NAICS Code	Rate Class	Business Activity
237130	8	Telecommunications line construction (e.g., telephone, telegraph)
541618	7	Telecommunications management consulting services
517110	8	Telecommunications networks, wired
517310	8	Telecommunications resellers
238210	8	Telecommunications wiring installation contractors
513310	8	Telegram services
561422	4	Telemarketing bureaus
561421	4	Telephone answering services
561499	4	Telephone billing & collection services
541870	7	Telephone directory distribution services, door-to-door
511140	6	Telephone directory publishers
811213	2	Telephone equipment repair and maintenance services
423690	1	Telephone equipment wholesaling
561422	4	Telephone solicitation services on a contract or fee basis
443112	2	Telephone stores (including cellular)
541840	7	Television advertising representatives
443112	2	Television and radio stores
515120	7	Television broadcasting stations
511120	6	Television guide publishers
517510	8	Television operations, closed circuit
532210	7	Television rental
811211	2	Television repair services
561320	4	Temporary employment services
713940	4	Tennis club facilities
561710	4	Termite control services
313210	3	Textile mills
424310	1	Textiles wholesaling
711110	4	Theaters, live theatrical production
512131	4	Theaters, motion picture
711310	4	Theatrical production managers, organizers, promoters
713110	4	Theme parks, amusement
453310	2	Thrift shops, used merchandise
561599	4	Ticket agencies, amusement, sports, theatrical, travel
444190	2	Tile stores, ceramic
423990	1	Timber and timber products (except lumber) wholesaling
115310	4	Timber valuation
321114	3	Timber, structural, treating
561599	4	Time share exchange services, condominium
441320	2	Tire dealers, automotive
811198	2	Tire repair shops (except retreading), automotive
326212	3	Tire retreading, recapping or rebuilding
423130	1	Tires, motor vehicle, wholesaling
541191	7	Title companies, real estate, abstract
524127	8	Title insurance carriers, real estate, direct

NAICS Code	Rate Class	Business Activity
424940	1	Tobacco products wholesaling
453991	2	Tobacco stores
325992	3	Toner cartridges rebuilding
487110	3	Tour bus, scenic and sightseeing, operation
561520	4	Tour operators
713990	4	Tourist guide services
721199	1	Tourist homes
812331	4	Towel supply services
488410	3	Towing services, motor vehicle
562910	4	Toxic material removal contractors
451120	1	Toy stores
811310	2	Tractor, farm or construction equipment repair and maintenance
532490	7	Tractor, farm or garden, rental or leasing
811411	2	Tractors, lawn and garden repair and maintenance services
561920	4	Trade show managers, organizers, promoters
531190	7	Trailer park or court, residential
532120	7	Trailer rental or leasing
811113	2	Transmission repair shops, automotive
562111	4	Trash collection services
561510	4	Travel agencies
721211	1	Travel trailer campsites
441210	8	Travel trailer dealers
561730	4	Tree services, planting, trimming, removal
453998	2	Trophy shops
532120	7	Truck rental or leasing
811111	2	Truck repair shops, general
447190	1	Truck stops
488490	3	Trucking terminals, independently operated
811118	2	Tune-up shops, automotive
811490	2	Tuning and repair of musical instruments
532220	7	Tuxedo rental
561410	4	Typing services
U		
621512	6	Ultrasound imaging centers
238910	8	Underground tank removal construction contractors
812210	4	Undertaker services
812331	4	Uniform supply services
448190	2	Uniform stores (except athletic)
451110	1	Uniform stores, athletic
812112	4	Unisex hair stylist shops
811420	2	Upholstery (except motor vehicle) repair services
561740	4	Upholstery cleaning services
451130	1	Upholstery materials stores

NAICS Code	Rate Class	Business Activity
811121	2	Upholstery shops, automotive
621111	6	Urologists' offices
441120	8	Used car dealers
423110	1	Used cars wholesaling
453310	2	Used merchandise stores (except pawnshops)
423140	1	Used parts, motor vehicle, wholesaling
V		
721214	1	Vacation camps
443111	2	Vacuum cleaner stores, household-type
452990	2	Variety stores
445230	1	Vegetable markets
424480	1	Vegetables, fresh, wholesaling
454210	8	Vending machine distributors, sellers of products
541940	7	Veterinary services
811211	2	Video cassette recorder (VCR) repair services
713120	8	Video game arcades (except gambling)
713290	8	Video poker, gambling - PROHIBITED
532210	7	Video recorder rental
532230	7	Video tape rental stores
451220	1	Video tape stores
541921	7	Video taping services, special events
446191	1	Vitamin stores
561421	4	Voice mailbox services
621340	6	Voice pathologists' offices
W		
238320	8	Wall covering or removal construction contractors
444120	2	Wallpaper and wall coverings stores
493110	5	Warehousing and storage, general merchandise
493130	5	Warehousing, farm products (except refrigerated)
493120	5	Warehousing, refrigerated
531130	7	Warehousing, self storage, miniwarehouses
562112	4	Waste collection services, hazardous
562111	4	Waste collection services, nonhazardous solid
221320	4	Waste collection, treatment, and disposal through a sewer system
562213	8	Waste (except sewage) treatment facilities,
811490	2	Watch repair shops without retailing new watches
448310	2	Watch shops
811412	2	Water heater repair and maintenance services
237110	8	Water main and line construction
532292	7	Water ski rental
561990	4	Water softener services
221310	4	Water supply systems
237110	8	Water well drilling construction contractors
424490	1	Water, bottled (except water treating), wholesaling

NAICS Code	Rate Class	Business Activity
812990	4	Wedding chapels (except churches), wedding planning
541921	7	Wedding photography services
561730	4	Weed control and fertilizing services (except crop)
812191	4	Weight loss centers, non-medical
713940	4	Weight training centers
811310	2	Welding repair services
237990	8	Wharf construction
488310	3	Wharf operation
811118	2	Wheel alignment shops, automotive
532291	7	Wheel chair rental
42	1	Wholesale (see type of product)
423	1	- Durable goods
424	1	- Nondurable goods
448150	2	Wig and hairpiece stores
424990	2	Wigs wholesaling
561720	4	Window cleaning services
811490	2	Window shade repair and maintenance shops
444190	2	Window stores
811122	2	Window tinting, automotive
442291	1	Window treatment stores
561422	4	Wire services (telemarketing services), floral
423990	1	Wood products (e.g., chips, posts, shavings, ties) wholesaling
561410	4	Word processing services
488410	3	Wrecker services (towing services), motor vehicle
238910	8	Wrecking, buildings or other structures, construction contractors
X		
541380	7	X-ray inspection services
621512	6	X-ray laboratories, medical or dental
423450	1	X-ray machines and parts, medical and dental, wholesaling
Y		
713930	4	Yacht basins, operation
713930	4	Yacht clubs
532292	7	Yacht rental without crew
424310	1	Yard goods, textile wholesaling
Z		
712130	4	Zoos, aquariums, wild animal parks

Richland County Council Request for Action

Subject:

Use of Assigned Funds – Salary Adjustments

Notes:

November 15, 2018 – The committee recommended Council approve the recommendation to provide up to a 6% salary adjustment (i.e., COLA) for all employees pursuant to the results of the TRS in January 2019 using the funding assigned by Council during its October 16, 2018 meeting for this purpose, contingent upon receiving the information requested of Mr. Hanna.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Use of Assigned Funds – Salary Adjustments

Background

As part of the Council approved Biennium Budget I, staff engaged a consultant to conduct a countywide total rewards study (TRS). Attached is an executive update on the study.

During its October 16, 2018 meeting, Council assigned “seed” funding to begin implementing the recommendations of the Total Rewards Study during the current fiscal. Undergirding its implementation is the use of recurring revenues to fund increases in the personnel costs for making any recommended salary adjustments. Review of the executive update from the consultant (Buck) will reveal that jobs, countywide, are paid salaries that are 13% less than market salaries. Given this information, staff is recommending a phased approach to improve the County’s compensation provisions for employees as outlined below:

1. Seed funding: Phase I – the action of Council to assign seed funding for salary adjustments was to provide up to a 6% salary adjustment (i.e., COLA) for all employees pursuant to the results of the TRS. This approach address two concerns:
 - a. All employees will not receive a salary adjustment through the implementation of the total rewards study (i.e., those above the market rate). As such, this recommendation will allow for all employees to receive at least a 2% wage adjustment.
 - b. The 13% difference between the County’s current job salaries versus the market rates is significant. This recommended approach will lessen the amount of funding needed to begin bringing the County’s job salaries up to the market rate in future fiscal years, commencing the first year of Biennium Budget II – fiscal year 2019-2020. The increase will actually reduce the amount of the increase needed to bring employees closer to the [appropriate] market competitive pay rate in future fiscal years.
2. Phases II and III (if needed) – The Biennium Budget II submittals, Countywide, should not include significant funding requests for operations. This will allow the use of new revenues to close the gap between current salaries and market salaries. It is anticipated that Phase II will be recommended to Council for its approval during the upcoming budget process for the first year of Biennium Budget II – fiscal year 2019-2020 and Phase III, in fiscal year 2020-2021.
3. Assuming that all phases bring the County’s job salaries in line with the market rates, in order to maintain competitive wages, future Biennium Budgets will include Cost-of-living-adjustments for Council approval during its annual budget vetting process.

Issues

The total rewards study examines the County overall job salaries and benefits package. This item attempts to initiate its implementation by addressing the County current salaries.

Fiscal Impact

To implement the seed funding portion as outline above the fiscal impact is \$3,125,000, which Council assigned for this purpose during its October 16, 2018 meeting.

Past Legislative Actions

- October 16, 2018 – Council assigned \$3,125,000 to seed fund salary adjustments in January 2019.

Alternatives

1. Consider the request and approve accordingly.

2. Consider the request and do not approve accordingly.

Staff Recommendation

Staff recommends providing up to a 6% salary adjustment (i.e., COLA) for all employees pursuant to the results of the TRS in January 2019 using the funding assigned by Council during its October 16, 2018 meeting for this purpose.



October 23, 2018

T. Dwight Hanna
Director of Human Resources
Richland County Government
2020 Hampton Street, Suite 3058
Columbia, SC 29204

Dear Mr. Hanna,

Total Rewards Study Executive Summary

Richland County Government engaged Buck (formerly Conduent HR Consulting) to provide a Total Rewards Study.

The goal of the Study is to help RCG recruit, retain, and motivate employees. As a result, Richland County aims to address internal equity and wage compression and bring wages more appropriately in line with the market.

The Total Rewards Study, while inclusive of compensation, is a much more comprehensive study.

Richland County Government compensation levels have been assessed using published survey data based on about 100 County jobs, covering approximately 2,000 employees, included jobs representing all job groups and levels, and including jobs from all departments.

When Richland County considers its market position, it uses the market 50th percentile (market median) as its reference point. When Richland County salaries are compared to that reference point, they fall 12.8% below the 50th percentile.

As noted in our Compensation Market Analysis Report, Buck considers salaries/wages to be competitive if they are within the range of +/-10% of the target market reference point based on published and/or custom survey data. Based on this, base salaries at Richland County, in aggregate, would not be considered competitive.

We understand that RCG did not increase base salaries in 2009, 2010, 2011, 2014 or 2015, which contributed to County wages lagging the market on average.

Richland County Government benefits, overall, appear to be consistent with averages for peers with some benefits being more lucrative and others being less so.

Many group and individual meetings have been held thus far (and there are weeks of meetings remaining) with all departments, including Elected & Appointed Officials, to receive their input throughout this process.

Preliminary feedback from the Custom Employee Survey indicates a few common themes:

- Health Insurance is the most important benefit
- Most employees choose to come to work for Richland County for career opportunities (more than compensation or benefits)
- Most people stay at work at Richland County throughout their Career
- Employees throughout agree that the benefits at Richland County meet their needs

RCG is seeking to develop and sustain a consistent long-term total rewards plan, including regularly funded employee pay increases.

The Total Rewards Study is not only about employee pay increases but helping RCG to become an employer of choice.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy Heinze".

Amy Heinze
Buck



To: Edward Gomeau, Interim County Administrator
From: Dwight Hanna, Director of Human Resources
Re: Total Rewards Study – Follow Up to Council Meeting
Date: November 28, 2018

Richland County Government enlisted a Total Rewards Study (TRS) process engaging key stakeholders throughout the process. All Richland County Government employees were provided an opportunity to provide confidential and candid input via a survey presented, collected and summarized by Buck Consultants. The Human Resources Services Department engaged all departments with over 100 individual department and group meetings. These departments were provided opportunities to have input and/or make decisions in areas such as:

- Employers surveyed for market comparison
- Department job hierarchies
- Organizational groupings of jobs
- Levels for groupings of jobs
- Job slotting based on market data
- Major recruiting and retention challenges
- Major policy changes and/or new policies needed

Resolving conflict with department org charts, job description, and what employees actually did

Richland County Government did not take an approach where the consultant worked in silo. Because of the collaborative process the Human Resources Services Department used with all departments, there will be much more buy-in to the final report.

Richland County Government's goal is to use the TRS to help transform the County to an Employer of Choice. This cultural change will result in the work environment where employees want to stay at work and applicants want to come to work. This strategy will help resolve many recruiting and retention challenges. These challenges are further complicated by historically record low unemployment, many Baby Boomers reaching retirement, and the diverse interest's needs and perspectives of different generations and demographic groups in the workplace. For example, employees (male and female) with young children commonly value a workplace with flexibility and benefits more than they value compensation.

There are many target objectives to help Richland County Government become an Employer of Choice. These Key Performance Indicator's include but are not limited to:

- Increase customer-centric focus
- Establish more competitive pay ranges
- Improve market competitive pay and benefits
- Increase effective health, safety, and wellness initiatives
- Promote a positive work environment to include; civility, active listening, and procedural justice
- Enhance employee understanding of Total Rewards
- Help employees value Total Rewards
- Establish career development academies- employees, supervisor, manager, leadership
- Develop succession development management program
- Promote and/or expand employee choices for benefits
- Recognize high potential employees
- Provide consistent annual investments for Total Rewards

Employee compensation is a key component of Total Rewards. Buck Consultants used a wide variety of market data to determine the competitive point for benchmark jobs. Buck research included CompAnalyst, Towers Watson, ERI, Mercer, SC Association of Counties and Pay Factors.

Richland County Government is targeting the 50th percentile of the market for base salary, which is most common for employer. Below you will find information from part of an Executive Summary from Buck.

- In aggregate, compensation levels at Richland County are at the 25th percentile of the market for base salary (-\$.0% below).
 - Base salaries for exempt jobs are, in aggregate, at the 25th percentile of the market (0.9% above).
 - Base salaries for non-exempt jobs are, overall, at the 25th percentile of the market (-5.3% below).
- Total cash, overall, is at the low end of the 50th percentile of the market (-13.3% below).
 - Total cash for exempt jobs is, in aggregate, at the low end of the 50th percentile of the market (-13.5% below).
 - Total cash for non-exempt jobs is, overall at the low end of the 50th percentile of the market (-13.2% below).

Employee Group	#BM	#Inc	Base Variance			Total Cash Variance		
			25 th	50 th	75 th	25 th	50 th	75 th
Exempt	60	111	0.9%	-10.9%	-22.1%	-1.0%	-13.5%	-25.6%
Non-Exempt	47	761	-5.3%	-13.3%	-21.2%	-5.1%	-13.2%	-21.1%
Total	107	872	-4.0%	-12.8%	-21.4%	-4.2%	-13.3%	-22.2%

Richland County Government has an obligation to be good stewards of taxpayer funds. Therefore, the County must make prudent investments in Total Rewards. The investments must achieve the best return on investment for recruiting, engaging and retention of top talent. This also means employees need to understand the value of their Total Rewards. In additions, supervisors must consistently take steps to ensure there is a productive work environment. Consequently, supervisors, managers, and Department Heads must be knowledgeable of Total Rewards.

In addition, benefits which don't yield a good return on investment should be revised or discontinued. If we only implemented some pay increases, we will not achieve making Richland County Government an Employer of Choice. As we move into the final phase of the Total Rewards Project, our work is just beginning to transform Richland County Government into an Employer of Choice.

He stated, in the 2nd paragraph of the briefing document, it says, "The salaries were less than market salaries." He inquired as to what a market salary is.

Overview of Methodology – Labor Market Definition

- Buck worked with Richland County to determine the primary labor markets against which the County competes for talent.
 - In addition, Buck and Richland County worked to identify secondary labor markets that the County should be aware of, against which they may compete for talent.
- Buck reviewed primary and secondary market assignments for all benchmark jobs with the County, which were modified based on the County's feedback.
- With a few exceptions as determined in partnership between the County and Buck, the following methodology was used to assign the primary and secondary labor markets:

Labor Market	Job Category	Description
Labor Market A	Assistant/Deputy Director and above	National / Blend (75% Government / 25% General Industry) / Scoped by # Employees
Labor Market B	Exempt up to Manager (IT, Human Resources, Accounting, Finance)	Southeast / (75% Government / 25% General Industry) / Scoped by # Employees
Labor Market C	Exempt up to Manager (Utilities, Public Works)	Southeast / Government / Scoped by # Employees
Labor Market D	All Non-Exempt	Columbia, SC Metro Area / All Orgs / All Employees

Buck

October 18, 2018

Mr. Malinowski stated he would like to see it because benefits were also not put in here. He stated he might get a higher salary by \$5,000, but he might lose \$5,000 in benefits because the salary is more important to me than the benefits. He stated he does not believe we are comparing apples to apples if we do not put it all out there.

Executive Summary

This custom survey of total rewards programs and practices was sponsored by Richland County, South Carolina and conducted by Buck (formerly Conduent HR Consulting) between June and August 2018.

The primary objective of the survey was to gather benchmark information from selected organizations about compensation, benefit, and human resource programs and policies to determine competitive market practices for hiring, retaining, and rewarding employees. This information will enable the County to assess and improve its programs and policies. Finding the right mix and delivery of total rewards is essential to creating an organization in which employees can build a successful career and individuals want to join.

About the Survey Participants

The following 14 organizations participated in the survey.

- Blue Cross and Blue Shield of South Carolina
- City of Cayce
- City of Charleston
- City of Charlotte
- City of Columbia
- City of West Columbia
- County of Lexington
- Greenville County
- Mecklenburg County
- Midlands Technical College
- South Carolina Department of Transportation
- University of South Carolina
- VC3
- York County Government

Six organizations have between 1,000 and 5,000 employees. Four organizations have less than 1,000 employees, and four organizations have more than 5,000 employees.

Major Findings

- Each year between 2016 and 2018, the survey participants awarded a *median total pay increase* between 2.0-2.3%, which included organizations that gave no increases. When these organizations are excluded, the median jumps to 3.0%. Richland County provided a 3.0% pay increase only once in 2017.
- During this same period, 12 of the 14 survey participants reported adjusting their pay ranges. The *median percent adjustment* was 3.0%. The last time Richland County adjusted its pay ranges was in 2013.
- Seven of the 14 participants, as well as Richland County, *hire employees at or above the minimum of the pay range* based on a formula or specific criteria such as years of experience. This is the most common practice, followed by six of the participants that *hire employees anywhere between the minimum and maximum* based on experience. Richland County does not follow this practice, although there are less prevalent practices the County and other participants follow, such as *hiring between the midpoint and maximum of the pay range*.
- Most survey participants do not offer *cash awards or bonuses* (signing, referral, spot, retention, annual) at any level (executive, exempt, nonexempt) of the organization. Richland County offers referral and retention bonuses.
- About two-thirds of the survey participants use base pay *market premiums* for highly competitive and hard-to-fill jobs. Richland County also uses this approach as well as offering enhanced selected benefits and flexibility in hours worked.
- The top two ways survey participants recognize and retain top performers is through career development opportunities (93% use or plan to use) and base pay increases tied to performance (88% use or plan to use). Richland County uses career development opportunities and plans to link base pay increases to performance.
- All but one of the survey participants offers or plans to offer employee participation in the performance goal-setting process. Richland County does not provide for employee participation.
- A limited number of survey participants were able to match and provide pay information on only one of eight jobs, *Deputy Sheriff*. The average annual base salary for this job is \$47,180. The Richland County average is \$38,500.

Executive Summary

- In most cases, 13 or 14 of the survey participants provide common *employer-sponsored health and welfare plans and retirement programs*, as does Richland County. Half of the survey participants have no waiting period for benefits eligibility while the waiting periods for the other half range from one to four weeks, with an average of two weeks and a median of one week. The Richland County waiting period is 90 days (13 weeks).
- Six of the 14 survey participants offer *health care benefits to part-time employees*, provided they work a minimum of 30 hours per week. Richland County does not offer health care benefits to part-time employees.
- The median percent of *health care premiums paid by the survey participants* ranges from 70% for family coverage to 86% for individual coverage. Richland County pays 69% for family coverage and 95% for individual coverage.
- Survey participants are split on the *type of health care coverage provided to retirees* while Richland County provides comprehensive retiree health care coverage.
- The most common *time-off practice* used by 13 of the 14 survey participants is vacation days based on years of service. Richland County follows this practice and mirrors the other paid time off and unpaid leave practices of the survey participants.
- The foremost *work schedule options* the survey participants offer or plan to offer are: 1) flexible start and end times; 2) compressed work week of fewer days but the same total hours; 3) working from home or remotely. Richland County offers all three options.
- The top *voluntary and supplemental insurance benefits* the survey participants offer or plan to offer are life, accidental death and dismemberment, accident health, cancer, and critical illness. Richland County offers these insurance benefits except cancer coverage.
- The most common *physical and financial wellbeing benefits* the survey participants offer or plan to offer are tobacco cessation, fitness facility/membership, annual biometric testing, wellness incentive, and a formal wellness program. Richland County offers or plans to offer the same benefits.
- The leading *service awards* the survey participants offer or plan to offer are special recognition, event/celebration, certificate/plaque, and commemorative item. Richland County offers or plans to offer the same benefits.

Conclusions

Overall, Richland County's total reward practices compare favorably to those of the survey participants. The County programs and policies that are particularly strong are:

- A comprehensive benefit program
- Generous retiree health care benefits
- A variety of work schedule options

The main areas in which the County lags the survey participants are:

- Consistent pay increases
- Recent and regular pay range adjustments
- The 90-day benefit eligibility waiting period

Before there is any consideration of pay or benefit changes, we recommend the County adopt a total rewards philosophy and strategy. Doing so will provide the County with guiding principles and standards that can be used to assess alternatives and make justifiable adjustments and improvements to its total rewards program and practices.

**Benefits Offered by RCG vs. Comparable Government Offices
as of May 2017**

Location	Self-funded or Fully Insured?	What is the employee monthly premium?	What is the employer annual premium per employee?	Do you have an employee health center? If so, give cost to build & annual operating cost.
Richland County Government	fully insured	\$128 (Buy Up Plan) - \$50 monthly credit for compliance with wellness program \$78/month	\$7,478	no
Charleston County	SC Public Employee Benefit Authority	\$98 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$4,356	We currently have one room in two County buildings set aside for exercise purposes.
Lexington County	self funded	\$177 (Gold Plan)	7800	Yes. Implementation cost was \$191,766. Annual service fee is \$1,368,000
Greenville County	self funded	\$154 (Premium Plan). Wellness incentive credit of \$20/month.	\$9,070	We have a Nurse Practitioner and Dietician on-site (St. Francis Hospital employees), i.e. a separate facility was not built. It costs approximately \$10,000 - \$15,000 per month.
York County	SC Public Employee Benefit Authority	\$98 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$4,356	no
City of Columbia	self funded	\$75 (Buy-up plan--highest tier plan); Tobacco surcharge \$25/mth for single user	approx \$5,408.00 (based on highest tier plan)	We contracted with Doctors Care for our Employee Health Center. We pay approx. \$58,737.50 per mth for a Clinic Fee (est. operating cost).
State of South Carolina	SC Public Employee Benefit Authority	\$98 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$4,356	Different agencies have different facilities and programs. Some have none, and some have fitness centers or other facilities.

Location	Provide Early Retiree Health Insurance?	Self-funded or fully insured?	Structure of Plan	Total Cost per Retiree
Richland County Government	yes	fully insured	based on years of service and date of retirement	\$1,135/month
Charleston County	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461
Lexington County	yes	self funded	roughly 78%	\$932
Greenville County	yes	self funded	\$213.56/mo or \$138.56/mo depending on years of service.	\$542/month for 20+ years or \$616 for <20 years.
York County	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461
City of Columbia	yes	self funded	based on years of service and date of retirement	\$800
State of South Carolina	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461

Location	Provide Medicare Retiree Health Insurance?	Self-funded or fully insured?	Structure of Plan	Total Cost per Retiree
Richland County Government	yes	fully insured	based on years of service and date of retirement	\$209/month
Charleston County	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461
Lexington County	NO	N/A	N/A	N/A
Greenville County	yes	subsidy	Retirees with 20+ years of full-time service. County pays \$75. Other retirees' premiums vary by years of service.	Covered by Medicare supplement; County contributes \$75.
York County	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461
City of Columbia	yes	subsidy	\$300 subsidy per month	\$300
State of South Carolina	yes	SC Public Employee Benefit Authority	based on whether retiree has State funded benefits	\$461

*State agencies are required to contribute an additional amount per retiree based on their years of service (per PEBA).

**Comparison of Health Benefits Offered to Current Employees
Richland County Government vs. Similar Plans
as of May 2017**

	Richland County Government Plan (Buy Up Plan)	Charleston County (Standard Plan)***>	Lexington County (Gold Plan)	Greenville County (Premium Plan)	York County (Standard Plan)***	City of Columbia (Blue Cross Blue Shield, Option B)	State of South Carolina (Standard Plan)
Monthly Premiums							
employee-single	\$128	\$100	\$177	\$154	\$98	\$76	\$98
employee-family	\$897	\$314	\$568-\$821**	\$593	\$307	\$447	\$307
employer-single	\$623	\$363	\$389	\$726	\$363	\$509	\$363
employer-family	\$1,129	\$900	\$719-\$930**	\$693	\$900	\$1,424	\$900
early retiree*/total premium	\$168/\$1135	\$442/\$442	\$235/\$965	\$139/\$214	\$98/\$442	\$76/\$1051	\$98/\$461
Medicare retiree*/total premium	\$0/\$209	\$424/\$424	N/A	N/A****	\$98/\$424	\$186.75/\$486.75	\$98/\$461
Annual Deductible							
single	in-network \$500	in-network \$445	in-network \$800	in-network \$50	in-network \$445	in-network \$750	in-network \$445
family	\$1,000	\$890	\$1,600	\$100	\$890	\$1,500	\$890
Coinsurance	80%	80%	80%	90%	80%	90%	80%
Max Out of Pocket							
single	in-network \$4,000	in-network \$2,540	in-network \$2,500	in-network \$1,050	in-network \$2,540	in-network \$4,000	in-network \$2,540
family	\$8,000	\$5,080	\$5,000	\$2,100	\$5,080	\$8,000	\$5,080
Physician Visits							
13	in-network \$20 copay	in-network \$12	in-network 80%	in-network \$15 copay, then 100%	in-network \$12	in-network deductible, then 90%	in-network \$12
Prescription Drugs							
1555	in-network Tier 1: \$10	in-network Tier 1: \$9	in-network Tier 1: \$10	in-network Tier 1: \$8	in-network Tier 1: \$9	in-network Tier 1: \$10	in-network Tier 1: \$9
	Tier 2: \$35	Tier 2: \$38	Tier 2: plan pays 80%, you pay 20%	Tier 2: \$20	Tier 2: \$38	Tier 2: \$30	Tier 2: \$38
	Tier 3: \$55	Tier 3: \$63	Tier 3: Plan pays 60%, you pay 40%	Tier 3: \$35	Tier 3: \$63	Tier 3: \$50	Tier 3: \$63
Wellness Incentives	Employee premiums reduced by \$50/month with wellness program compliance. Various health challenges and wellness coaching opportunities.	tobacco surcharge \$40/mo for single covg & \$60/mo for non-single	\$250 contribution to an HRA or HSA. Employee Health Center - treatment with no copay and preventative care	Participants in Clinical Health Assessment receive \$20/month premium reduction.	tobacco surcharge \$40/mo for single covg & \$60/mo for non-single	Employee Health Center - treatment with no copay and preventative care. No cost prescriptions offered as well. Tobacco surcharge \$25/mo for single covg & \$50 for non-single. \$225 wellness incentive to an HRA when employees complete 3 wellness activities (annually and funds rollover)	tobacco surcharge \$40/mo for single covg & \$60/mo for non-single

*Retiree premiums assume the retiree is fully funded.

**Lexington County's Gold Plan premium is based on the number of dependents.

**Charleston County and York County use the State of South Carolina Public Employee Benefit Authority plan.
***Greenville only offers Medicare retiree insurance to retirees hired before 2004. Retirees hired after 2004 only receive a Medicare supplement.
Charleston County will end retiree health insurance subsidies for new hires as of July 1, 2016

Benefits Offered by RCG vs. Comparable Government Offices as of May 2017

	Richland County 24 days	Greenville County N/A	Lexington County N/A	Charleston County N/A	York County N/A	City of Columbia N/A	State of South Carolina 15 days
Advanced Sick Leave	Leave with pay	Leave with pay	Leave with pay	Leave with pay	Leave with pay	Leave with pay (up to 10 work days)	Leave with pay
Jury Duty	Up to 3 days leave with pay	Up to 3 days leave with pay	Up to 3 days leave with pay	Up to 3 days leave with pay 3 days bereavement leave for immediate family members, 1 day of bereavement leave for relatives	Up to 3 days (must use sick leave)	Up to 3 days leave with pay	Up to 3 days leave with pay
Bereavement Leave	Yes	Yes	No	No	Yes	No	Yes
Catastrophic Leave (or Sick Leave Pool)	Yes	Yes	No	No	Yes	No	Yes
Supplemental Insurance	STD, LTD, Accident, Critical Illness, Universal Life	Supplemental Life, Dependent Life, LTD (2 options), Whole Life, Accident	Colonial Life, Personal Products - Critical Illness, Accident, Hospital Confinement, Cancer, Whole Life, Universal Life, Term Life	Supplemental Life, Disability	Supplemental Life, Disability, Long Term Care	LTD, AD&D, New York Life personal products-whole, term, and universal life insurance, and Colonial Life personal products-STD, Critical Illness, Accident, Hospital Confinement, Cancer, Whole Life, Term Life, & Universal Life.	Basic LTD (included in State Health Plan or HMO), optional Supplemental LTD
Employee Assistance Program	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Longevity Performance Bonus Pay	Yes	No	No	Yes	Yes	No	No
Rewards and Recognition	Yes - not to exceed \$50	No	Yes - EQQ and EOY Program, Recognition for years of service	No	No	Yes - EOM and EOY program, Recognition for years of service	Yes - not to exceed \$50
Observed Holidays	13 Holidays New Year's Day Martin Luther King, Jr. Day President's Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day Day After Christmas Floating Holiday	11 Holidays New Year's Day Martin Luther King, Jr. Day Good Friday Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Day Day Before or After Christmas* <i>*The County Administrator designates Christmas Eve or the day after Christmas at his/her discretion.</i>	13 Holidays New Year's Day Martin Luther King, Jr. Day President's Day Confederate Memorial Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day Day After Christmas	12 Holidays New Year's Day Martin Luther King, Jr. Day President's Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day Day After Christmas	11 Holidays New Year's Day Martin Luther King, Jr. Day Memorial Day Independence Day Labor Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day Two (2) Optional/Personal Days	10 Holidays New Year's Day Martin Luther King, Jr. Day Good Friday Memorial Day Independence Day Labor Day Thanksgiving Day Day After Thanksgiving Christmas Day Day Before/After Christmas (TBD)	13 Holidays New Year's Day Martin Luther King, Jr. Day President's Day Confederate Memorial Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Day Day After Thanksgiving Christmas Eve Christmas Day Day After Christmas
Annual Leave Accrual Schedule	0-5 years: 10 days 6-10 years: 15 days 11+ years: 20 days	0-4 years: 12 days 5-10 years: 15 days 11-20 years: 19 days 21+ years: 25 days	0-4 years: 10 days 5-9 years: 15 days 10+ years: 20 days	0-4 years: 10 days 5-9 years: 15 days 10-14 years: 20 days 15+ years: 25 days	0-10 years: 12 days 11-20 years: 15 days 20+ years: 18 days	1-5 years: 10 days 6-20 years: 11-24 days* 20+ years: 25 days <i>*increases 1 day for each year of service</i>	0-10 years: 15 days 11-24 years: 16.25-28.75 days* 22+ years: 30 days <i>*increases 1.25 day for each year of service</i>
Sick Leave	12 days per year	12 days per year	12 days per year	12 days per year	12 days per year	12 days per year	15 days per year
Teleworking or Alternative Work Schedule	Yes	No	No	Yes	Yes (Alternative work schedule only)	No	Yes
Section 125 Benefits	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Deferred Compensation (401(k)/457)	401(k) and 457 offered through SDCDP (pre-tax and Roth option)	401(k) and 457 offered through SDCDP (pre-tax)	401(k) and 457 offered through SDCDP (pre-tax and Roth option)	401(k) and 457 offered through SDCDP (pre-tax)	401(k) and 457 offered through SDCDP (pre-tax)	401(k) and 457 offered through SDCDP (pre-tax)	401(k) and 457 offered through SDCDP (pre-tax and Roth option)
Training and Development	Yes. Educational opportunities and tuition assistance	Yes. Education Assistance, Education Leave, Education Incentive Pay for Deputies, Paramedics, Public Safety Officers and Detention Officers	Yes; if budgeted for by department. No formal programs or tuition assistance	Yes. Leadership, Professional and Skill Development Training. No tuition assistance	Yes; Skill Development Training	Yes; Educational reimbursement	Yes; Tuition Assistance
Life Insurance	\$50,000 paid for by County for each employee. Optional Supplemental Life, up to \$300,000	\$50,000 paid for by County for full-time employees. Optional Supplemental Life, up to \$500,000	1.5x Salary (up to \$50,000) paid for by County for each benefit eligible employee. Optional Supplemental Life (\$50,000, \$100,000, or \$150,000)	\$10,000 paid for by County for each employee. Optional Supplemental Life, up to \$500,000	1x Salary, paid for by County for each employee.	1x Salary paid for through PEBA (minimum 1 year of service); 4 weeks wages paid for by City (for EE with less than 1 year service). Optional Supplemental Life	Employees covered by SIP or HMO have \$3,000 coverage.

Mr. Malinowski stated that is what he would like to see in the overall salary package, not just a flat percent. When you take into account all of these things, where do we stand percentage-wise behind, in front or equal to.

Mr. N. Jackson stated to be competitive we have to amend our benefits program.

Overview of Methodology – Market Data

- One the survey matches to the benchmark jobs were finalized, the following survey sources were leveraged in the market analysis:
 - CompAnalyst Database
 - Economic Research Institute
 - Mercer Survey Suite
 - PayFactors Database
 - Towers Watson Survey Suite
- Survey data in this study were aged to a common effective date of July 1, 2018, at an annualized rate of 2.5% per year.
- Survey data were gathered for base salary and total cash compensation (base salary + annual incentives/bonus payments), which Richland County partnered in the review and finalization of market data for each benchmark job captured in this analysis.
- Data are displayed at the 25th, 50th, and 75th percentiles.
- Buck typically uses the following guidelines when interpreting differences between pay practices and market findings:
 - Base salary variances within +/-10% of a market percentile are considered to be within the market norm.
 - Total cash variances within +/-15% are considered to be within the market norm.
 - Variances that exceed +/-20 of a market percentile are beyond market norms and should be reviewed closely.

Buck

October 19, 2018

Executive Summary

- In aggregate, compensation levels at Richland County are at the 25th percentile of the market for base salary (-4.0% below).
 - Base salaries for exempt jobs are, in aggregate, at the 25th percentile of the market (0.9% above).
 - Base salaries for non-exempt jobs are, overall, at the 25th percentile of the market (-5.3% below).
- Total cash, overall, is at the low end of the 50th percentile of the market (-13.3% below).
 - Total cash for exempt jobs is, in aggregate, at the low end of the 50th percentile of the market (-13.5% below).
 - Total cash for non-exempt jobs is, overall, at the low end of the 50th percentile of the market (-13.2% below).

Employee Group	# BM	# Inc	Base Variance			Total Cash Variance		
			25th	50th	75th	25th	50th	75th
Exempt	60	111	0.9%	-10.9%	-22.1%	-1.0%	-13.5%	-25.6%
Non-Exempt	47	761	-5.3%	-13.3%	-21.2%	-5.1%	-13.2%	-21.1%
Total	107	872	-4.0%	-12.8%	-21.4%	-4.2%	-13.3%	-22.2%

Buck

October 19, 2018

Mr. Malinowski stated, in the past year, we did a leave adjustment, and the final decision by Council needs to be included, as well.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Annual Leave

Number: 2.02

EFFECTIVE DATE: 8/1/2009

Page: 1 of 5

REVISION DATE: ~~11/3/2014~~ 11/2017

REVISION #: 1

PREPARED BY: Human Resources Department

AUTHORIZED BY: County Administrator

PURPOSE:

The County's strives to support the well-being of eligible employees by providing the opportunity to accrue and take accrued annual leave. -The County encourages all employees with accrued annual leave to take approved vacation annually. -Annual leave is a benefit that is accrued; it is not a right and can-not be advanced. -Annual leaves will be scheduled as much as is practical in accordance with employee requests. The County's workload demands, however, are paramount.

PROCEDURE:

1. For the purpose of the following leave regulations, a working day is any day on which the employee actually works, or would work under ordinary circumstances. —A year shall be a year of service with the County.
2. All employees working in Regular, full-time positions accrue annual leave bi-weekly based upon number of hours in the regular work schedule for the position. The following schedules reflect an example of annual leave accruals based on the number of hours per pay period and years of service. Annual leave will be paid on an hourly basis.

75-HOUR WORK SCHEDULE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED PER YEAR
0-105 0-5 years	2.89	75
5-10 6-10 yYears	<u>4.33</u>	<u>112.5</u>
11-20 11 years or more	<u>4.33</u> <u>5.77</u>	<u>112.5</u> <u>150</u>

85-HOUR WORK SCHEDULE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED PER YEAR
0-5 10-0-5 years	3.27	85
5-10 6-10 yYears	<u>4.90</u>	<u>127.5</u>
11-20 11 years or more	<u>4.90</u> <u>6.54</u>	<u>127.5</u> <u>170</u>

3. Changes in the rate of annual leave hours accrued become effective with the first full pay period following the anniversary of the employee's hire date.
4. When an employee desires to take a day of annual leave, the appropriate annual leave accrual will be deducted from the employee's accrual balance at the number of hours typically scheduled for the position to work on that day.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Annual Leave

Number: 2.02

EFFECTIVE DATE: 8/1/2009

Page: 2 of 5

REVISION DATE: ~~11/3/2014~~11/2017

REVISION #:1

PREPARED BY: Human Resources Department

AUTHORIZED BY: County Administrator

- 4.1. For example, if an employee iss normally scheduled to work seven and one-half (7.5) hours per shift (day), one (1) day of annual leave is reported and deducted from the employee's accrued balance as seven and one-half (7.5) hours.
5. Annual leave may not be utilized in the same pay period in which it is accrued (i.e., an employee must have accrued sufficient annual leave to receive compensation for the time off prior to the start of the leave period).
 6. Annual leave pay will be calculated at the employee's regular pay rate. Annual leave hours will not be considered hours worked for the purpose of computing overtime.
 7. While on paid annual leave, an employee continues to accrue annual leave and sick leave.- Should an observed holiday(s) occur during the leave period, the employee will not be charged annual leave for the value of the holiday, but will receive the designated holiday pay for his/her position, provided the employee is in active pay status the day before and after the observed holiday(s).
 8. When there is a break in service, rehired employees will accrue annual leave based upon ~~there~~their latest rehire date.
 9. Annual leave will not be advanced except in the case of inclement weather or emergency conditions when an Exempt employee does not have enough annual leave accumulated to have his/her full salary paid.
 10. Annual leave may not be used during ~~the new hire probationary~~the first six (6) months of employment period unless approved (in writing) by the Department Head.
 11. If an employee terminates employment with Richland County before successfully completing ~~their~~ probationary period, the employee will not be paid for any unused annual leave.
 12. An employee must request and receive prior approval from his/her Supervisor or Department Head in order to utilize accrued annual leave.
 - ~~12. Annual leave may not be used during new hire probationary period unless approved (in writing) by the Department Head.~~
 13. Annual leave cannot be taken in increments of less than one-quarter (1/4) hour ~~increments or greater.~~
 14. The use of annual leave in lieu of sick leave (when an employee is sick) can only be done with the Department Head's written approval.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Annual Leave

Number: 2.02

EFFECTIVE DATE: 8/1/2009

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REVISION DATE: ~~11/3/2014~~11/2017

REVISION #:1

PREPARED BY: Human Resources Department

AUTHORIZED BY: County Administrator

15. Employees who transfer from one County position or ~~department~~ Department to another will carry over all accrued annual leave, providing there is no break in service.
16. Employees may carry ~~-over~~ from one calendar to the next a maximum of 45 days of annual leave (337.5 hours for 7.5 hour/day employees and 382.5 hours for 8.5 hour/day employees).
17. At the beginning of the first full pay period of each calendar year, any employee with more than the maximum amount forty-five (45) days of accumulated annual leave will automatically have his/her annual leave balance reduced by the Finance Department to forty-five (45) days.
18. Annual leave will not be paid in cash in lieu of time off with pay except on the occasion of separation from regular County employment or change to an employment status within the County that does not qualify the employee to accrue annual leave.
19. An employee (who has completed his/her new hire probationary period) who is terminated shall be compensated in lump sum for the balance remaining of ~~their~~ his/her accrued annual leave at the time ~~their~~ final check is cut, unless the reason for termination is gross misconduct or resigning or retiring to avoid termination. This lump sum will be minus any funds the employee has authorized in writing for the County to deduct and will not exceed forty-five (45) days. No employee on annual leave at the time of termination of employment shall accrue any leave credit after the last day of work.
 - 18.1. ~~—~~ An employee must give and work at least a two (2) week notice as a criterion for determining eligibility of annual leave payout.
- ~~19.~~20. Employees may not be hired to replace employees on annual leave (this does not exclude the use of temporary employees).
- ~~20.~~21. Annual leave may be donated to and received from the County's Catastrophic Leave Donation Program from ~~February~~ January 2 thru November ~~30~~.
- ~~21.~~22. All ~~department~~ Department heads ~~Heads~~ shall report on a biweekly basis annual leave taken by each employee in their respective ~~department~~ Departments. No annual leave may be taken in advance.
- ~~22.~~23. Annual leave shall not accrue to the following: Persons engaged under contract, unless otherwise provided by such contract; persons employed under special programs unless provided for in the contract; temporary employees; employees paid on a fee basis such as physicians, specialists and consultants; all elected officials.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Annual Leave

Number: 2.02

EFFECTIVE DATE: 8/1/2009

Page: 4 of 5

REVISION DATE: ~~11/3/2014~~11/2017

REVISION #:1

PREPARED BY: Human Resources Department

AUTHORIZED BY: County Administrator

24. When more employees request particular days off than can be accommodated, supervisors will make annual leave assignments taking into account the date the requests were made, special needs for particular annual leave dates, and the employees' lengths of service.

~~23-25.~~ Accrual rates were updated in 2017, effective 6/16/17. There are no retroactive accruals.

DRAFT

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Annual Leave

Number: 2.02

EFFECTIVE DATE: 8/1/2009

Page: 5 of 5

REVISION DATE: ~~11/3/2012~~11/2017

REVISION #:1

PREPARED BY: Human Resources Department

AUTHORIZED BY: County Administrator

RESPONSIBILITIES:

1. Employee

1.1. Plan and make requests in writing (well in advance) and obtain approval from Supervisor prior to using annual leave.

2. Supervisor / Department Head

2.1. Schedule the use of annual leave by employees to ensure work continues to flow in a smooth and efficient manner.

2.2. Approve employee requests for annual leave, if the demands and workload of the ~~department~~ Department permit.

2.3. Promptly advise each employee of his/her leave request status, whether approved or denied.

2.4. Verify and ensure employees have accrued sufficient leave balance to compensate for the amount of time being requested.

3. Finance Department

3.1. Make appropriate accrual adjustments each pay period.

3.2. Calculate and process payment for eligible accumulated annual leave of employees separating from regular County employment or changing to an employment status that does not qualify to accrue annual leave.

3.3. Make appropriate data entries at the beginning of the first full pay period of each calendar year, reducing to the accumulation maximum, the leave balances of employees who have excess annual leave.

3.4. Accurately record leave accruals to the respective employees.

3.5. Maintain records or accruals and usage of annual leave for each employee.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
TITLE: Observed Holiday Pay	Number: 2.05
EFFECTIVE DATE: 8/1/2009	Page: 1 of 4
REVISION DATE: 07/07/2017	REVISION #: 3
PREPARED BY: Human Resources Department	AUTHORIZED BY: County Administration

PURPOSE:

To describe the County's observed holidays and related pay practices. Neither federal nor South Carolina laws require or grant pay to employees for time off for holidays.

DEFINITIONS:

- A. Active Pay Status – A state of employment in which an employee receives pay for a regularly scheduled workday, an approved day of leave with pay, or an observed holiday.
- B. Observed Holiday – Holiday observed by Richland County.

PROCEDURE:

1. Only employees working in Regular, full-time budgeted positions shall be eligible for Observed Holiday Pay.
2. Observed holidays which fall on Saturday are generally observed the preceding Friday. Holidays which fall on Sunday are generally observed the following Monday.
3. County Council may declare additional days as observed holidays or revoke observed holidays.
4. Below is a list of County observed holidays:

<i>Observed Holiday</i>	<i>Observed Date</i>
New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Holiday	4 th Thursday and following Friday in November
Christmas Holiday	Christmas Eve, Christmas Day and the Day after Christmas*

*The State of South Carolina holiday schedule will be given strong consideration. HRD publishes specific dates for holiday observance annually by November 1st of the preceding year.

5. In addition to the previously noted observed holidays, all eligible employees working in Regular, full-time budgeted positions shall receive any other days off, or compensation in

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
TITLE: Observed Holiday Pay	Number: 2.05
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PREPARED BY: Human Resources Department	AUTHORIZED BY: County Administration

lieu of time off, if scheduled to work on days that are observed as holidays by County Council.

6. Regular full-time employees qualify for one (1) paid floating holiday each year.
 - 6.1. Eligible employees are awarded the floating holiday on January 1st of each year. This floating holiday may be scheduled and taken on any regular workday, subject to advance scheduling and supervisory approval.
 - 6.1.1. Eligible employees hired after the January 1st allocation of the floating holiday will be able to use the floating holiday after their first scheduled pay day.
 - 6.2. A floating holiday will not carry over to the next calendar year and, therefore, if not used during the calendar year will be forfeited.
 - 6.3. The floating holiday must be used in a full-day increment (only in 7.5 or 8.5 hours) depending on work schedule. Partial use of floating holiday is not permitted.
 - 6.4. In addition, terminating employees will not receive pay for an unused floating holiday, nor can employees take a floating holiday during the resignation notice period, unless scheduled prior to resignation notice.
7. An eligible employee must be in active pay status on his/her normal or scheduled workday before and after the observed holiday in order to receive holiday pay. Eligible employees do not receive holiday pay based on the daily work schedule.
8. The value paid for an observed holiday is based on the number of hours in the regular work schedule for the position, as follows:

NORMAL 14 DAY /TWO WEEK WORK SCHEDULE	HOLIDAY PAY ELIGIBLE HOURS
75 hour work schedule	7.5
85 hour work schedule	8.5

9. Observed holiday pay will be calculated at an employee's regular hourly rate. Observed holiday hours are not considered hours worked for the purpose of computing overtime.
10. Exempt employees who are required to work on an observed holiday may request administrative leave with pay (not to exceed seven and one-half (7.5) hours per pay period) as their schedules allow and if their Department Head authorizes. The administrative time off may or may not fall in the same pay period as the holiday and does not necessarily equal or exceed the exact time worked on the holiday.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
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PREPARED BY: Human Resources Department	AUTHORIZED BY: County Administration

11. At the discretion of the Department Head, non-exempt employees who are scheduled to work on an observed holiday receive an additional day's pay or are provided with an alternate day off to be scheduled by the supervisor.
12. When an observed holiday falls during a period of paid approved sick or paid annual leave for an eligible employee not normally scheduled to work on an observed holiday, the employee will receive observed holiday pay instead of paid sick or paid annual leave pay. This is provided in compliance with #7 above.
13. All employees shall be required to work on observed holidays if directed to do so by their Department Heads. If an employee is required to work on an observed holiday and has an unapproved absence, the employee will not receive any pay for the day and may be subject to disciplinary action.
14. Eligible employees in pay status continue to accrue annual leave and sick leave during paid observed holidays.
15. An observed holiday should not be reported as a hire date.
16. If an observed holiday falls on a day when an eligible employee is not scheduled to work, s/he will be considered to have taken the observed holiday.
17. All offices and Departments will adhere to the County's observed holiday schedule (with the exception of those involved in inclement weather assignments, public safety, courts, emergency operations, or Departments that may have unique work schedules), unless otherwise approved by the County Administrator.

RESPONSIBILITIES:

1. Employee
 - 1.1. Request and obtain prior approval from Department Head to be absent on an observed holiday if scheduled or requested to work.
2. Supervisor / Department Head
 - 2.1. Determine whether or not employees are eligible for observed holiday pay.
 - 2.2. Consider for approval employee time-off requests for observed holidays if the demands and workload of the department permit and work will continue to flow in a smooth and efficient manner.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
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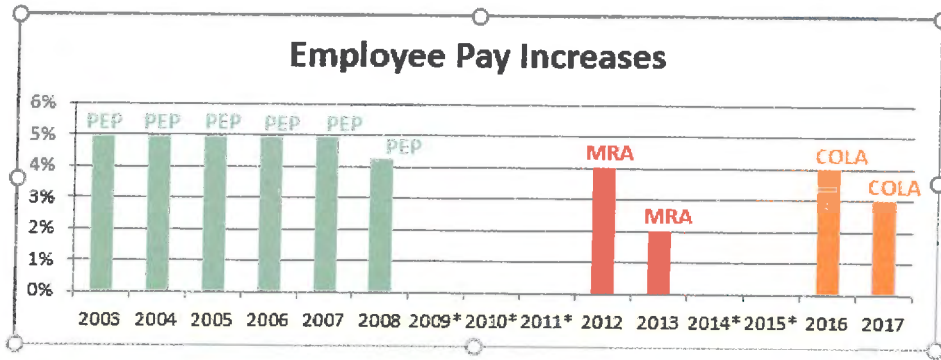
3. Human Resources Department

- 3.1. Publish (to all Department Heads) County's observed holiday schedule for the upcoming calendar year by November 1st of the preceding year.

Revised

Mr. C. Jackson stated he noticed in the document it talked about no base salary increase has been given between 2009 – 2015.

Mr. C. Jackson stated he thought, when we approved the funding for the one-time adjustments in salaries for the EMT workers a year ago, it would have brought them up to the market level. He stated, for clarification, what he is hearing is that it did not.



*Employees did not receive pay increase this year

Year	PEP (max)	Longevity	MRA	Pay Range Increase	Sheriff Rank Structure Increases	COLA	CPI (Elected and Appointed)	Health Insurance Increase	Other Increases and Notes
2003	5.00%				2%-4%		1.60%	2%	
2004	5.00%				2%-4%		2.30%	9%	
2005	5.00%	1%-3%			2%-4%		2.70%	12%	
2006	5.00%	1%-3%			2%-4%		3.40%	2%	
2007	5.00%	1%-3%			2%-4%		3.20%	1%	
2008	4.25%	1%-3%			2%-4%		2.80%	-6%	
2009					2%-4%		3.80%	8%	
2010					2%-4%		-0.40%	6%	
2011					2%-4%		1.64%	11%	
2012			4%		2%-4%		3.16%	14%	
2013		1%-3%	2%	6%	2%-4%		2.10%	11%	Employees below the new range min increased
2014		1%-3%			2%-4%		1.46%	-2%	Increases to Sheriff employees
2015		1%-3%			2%-4%		1.62%	20%	ASGDC - Starting pay increase
2016		1%-3%			2%-4%	4%	0.12%	4%	
2017		1%-3%			2%-4%	3%	1.26%	28%	Building Custod, EMS & Detention Center increases*
2018		1%-3%			2%-4%		2.13%	6%	



Richland County

HUMAN RESOURCES

*Beginning effective November 13, 2017, the beginning pay for new hires in the following jobs will increase by 10%.

Emergency Medical Technician Basic--\$16.987 per hour
Emergency Medical Technician Intermediate--\$18.483 per hour
Paramedic--\$20.668 per hour
Detention Officer--\$14.262 per hour

*Beginning effective November 25, 2017, pay will be increased a minimum of 5% for current employees in the following jobs. Pay was increased more than 5% for some employees in the following jobs to ensure pay was not less than new hire starting pay.

Emergency Medical Technician Basic
Emergency Medical Technician Intermediate
Paramedic
Paramedic Crew Leader
Senior Paramedic
Detention Officer

*Effective 2017, hiring pay rates for custodial workers were increased by 40% from \$7.25 to \$10.14.

		Richland Coun	Final Stru			
Division	Title	#	RC Avg Base	New Grade Midpoint	Current Mid	Grade Midpoint Change
Emergency Medical Servic	Emergency Medical Techn-Basic	83	\$33.7	\$41.9	\$39.1	7.07%
Emergency Medical Servic	Emt - Intermediate	4	\$36.1	\$46.1	\$42.6	8.19%
Emergency Medical Servic	Paramedic	12	\$41.2	\$50.7	\$47.6	6.48%
Emergency Medical Servic	Senior Paramedic	26	\$48.0	\$55.7	\$53.5	4.22%

Mr. N. Jackson inquired if Mr. Hanna was referring to the private or government market.

Mr. Hanna stated they chose to use a combination; a 75% government/25% private sector mix because we do compete with the private sector for many County jobs.

Mr. Malinowski stated, again, Mr. Hanna referred strictly to the salary amount, but did not mention the cost of living in those areas. Certainly some areas that have a higher cost of living may pay higher salaries, that was not mentioned if that was taken into account.

Overview of Methodology – Labor Market Definition

- Buck worked with Richland County to determine the primary labor markets against which the County competes for talent.
 - In addition, Buck and Richland County worked to identify secondary labor markets that the County should be aware of, against which they may compete for talent.
- Buck reviewed primary and secondary market assignments for all benchmark jobs with the County, which were modified based on the County's feedback.
- With a few exceptions as determined in partnership between the County and Buck, the following methodology was used to assign the primary and secondary labor markets:

Labor Market	Job Category	Description
Labor Market A	Assistant/Deputy Director and above	National / Blend (75% Government / 25% General Industry) / Scoped by # Employees
Labor Market B	Exempt up to Manager (IT, Human Resources, Accounting, Finance)	Southeast / (75% Government / 25% General Industry) / Scoped by # Employees
Labor Market C	Exempt up to Manager (Utilities, Public Works)	Southeast / Government / Scoped by # Employees
Labor Market D	All Non-Exempt	Columbia, SC Metro Area / All Orgs / All Employees

Mr. C. Jackson stated, as a result of the increases that are occurring with the insurance, this will obviously help employees to offset that. What mechanism is in place for Council members to offset those same increases?

Mr. Hanna stated there is not a specific mechanism for Council members, as it relates to this process. They will provide a comparative report for Council members, but there is a requirement for a separate motion to be passed. Once it is passed, it does not become effective until the next Council members come on board.

From: BRAD FARRAR
Sent: Thursday, November 29, 2018 2:55 PM
To: LARRY SMITH
Subject: Salaries of Council Members

Mr. Smith,

Here's the Home Rule section on Council pay:

SECTION 4-9-100. Council members shall not hold other offices; salaries and expenses of members.

No member of council, including supervisors, shall hold any other office of honor or profit in government, except military commissions and commissions as notaries public, during his elected term. After adoption of a form of government as provided for in this chapter, council shall by ordinance prescribe the salary and compensation for its members. **After the initial determination of salary, council may by ordinance adjust the salary but the ordinance changing the salary is not effective until the date of commencement of terms of at least two members of council elected at the next general election following the enactment of the ordinance affecting the salary changes at which time it will become effective for all members.** A chairman of a county council who is assigned additional administrative duties may receive additional compensation as the council may provide. The additional compensation becomes effective with the passage of the ordinance increasing the compensation of the chairman. Members may also be reimbursed for actual expenses incurred in the conduct of their official duties. The restriction on salary changes does not apply to supervisors under the council-supervisor form of government whose salaries may be increased during their terms of office but supervisors shall not vote on the question when it is considered by council.

HISTORY: 1962 Code Section 14-3707; 1975 (59) 692; 1980 Act No. 300, Section 5; 1985 Act No. 114, Section 1.

Please note also in this section the language that, "Members may also be reimbursed for actual expenses incurred in the conduct of their official duties." This approach is preferable to having or using "individual discretionary funds."

Brad

Bradley T. Farrar
Chief Deputy County Attorney
Richland County Attorney's Office
2020 Hampton Street, Room 4018
Post Office Box 192
Columbia, South Carolina 29202
(803) 576-2076 (fax) (803) 576-2139
bradfarrar@richlandonline.com or FARRARB@rcgov.us

ATTORNEY-CLIENT OR OTHER PRIVILEGED COMMUNICATION NOT FOR DISSEMINATION
BEYOND ORIGINAL ADDRESSEE(S) AND ORIGINAL COPIED RECIPIENT(S).

Richland County Council Request for Action

Subject:

Alvin S. Glenn Detention Center Inmate Food Services Contract

Notes:

November 15, 2018 – The committee recommended Council approve the contract to Summit for the approximate amount of \$1,098,285.00 per year.



Briefing Document

Agenda Item

Alvin S. Glenn Detention Center Inmate Food Services Contract

Background

The County, on behalf of the Alvin S. Glenn Detention Center (ASGDC) solicited proposals from qualified firms to provide comprehensive food services for the inmates, staff and visitors. The ASGDC is a major jail facility administered by Richland County, Columbia, SC. The average daily population ranges from 800-850 based on a six month average. The successful offeror will be required to deliver food management services meeting all American Correctional Association (ACA) standards, delivered in a cost effective manner, with full reporting and accountability to the Director. Summit provides a qualified, well-trained staff to ensure smooth operation of the kitchen and is prepared to increase staffing levels as necessary.

The contractor, Summit shall furnish all labor, food, beverages, materials, supplies and chemicals necessary to provide food services for the ASGDC inmates and staff. The contractor will provide approximately 930,750 meals for FY19/20. The contractor will also provide a food service training program for inmate workers for the purpose of providing vocational training to be used when seeking employment upon release. Summit utilizes Operations Support Managers who solely report to the VP Operations. They have no financial ties and are utilized to conduct training and audits. Summit is committed to exceeding County expectations and will ensure American Correctional Association Accreditation is maintained.

Issues

None.

Fiscal Impact

RC-103-P-2019 Inmate Food Services was solicited and an independent evaluation team was established to review the submittals. Three submittals were received and after evaluation of all submittals, Summit was ranked the highest offeror. The estimated expenditure is \$1,098,285.00 annually. ASGDC has the available funding in their operational services budget. The current contract expires on December 31, 2018.

Past Legislative Actions

None.

Alternatives

1. Approve to enter into contract with Summit.
2. Do not approve to enter into contract with Summit.

Staff Recommendation

It is recommended that the County approve the contract to Summit for the approximate amount of \$1,098,285.00 per year.



Richland County Finance Department
Division of Procurement & Contracting

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

Date: October 23, 2018
To: Offerors of RC-103-P-2019 Inmate Food Services
From: Melissa Watts, Procurement Assistant Manager
Subject: Notice of Ranking

After a thorough evaluation of the submittals for the above named Request for Proposals, the evaluation team has ranked the firms in the following order:

- ✓ 1. Summit
- 2. Trinity Services Group
- 3. Aramark

The county will seek to enter into negotiations with the top ranked Offeror. If a successful contract cannot be reached, negotiations will cease and the process will begin with the next highest Offeror. The County will post the Notice of Intent to Award to the website once negotiations have been successfully completed.

Thank you for your interest in doing business with Richland County.

S. Yundice
10/29/18

Consolidated Evaluations				
Evaluation Criteria RC-103-P-2019 Inmate Food Services	Maximum Points	Aramark	Summit	Trinity
Current Relevant Experience	25			
Evaluator #1		25	25	25
Evaluator #4		24	23	23
Evaluator #5		25	25	25
Total		74	73	73
Accreditation and Standard Compliance	25			
Evaluator #1		25	25	25
Evaluator #4		24	22	21
Evaluator #5		25	25	25
Total		74	72	71
Past Experience	20			
Evaluator #1		10	18	15
Evaluator #4		18	18	18
Evaluator #5		19	20	19
Total		47	56	52
Transition Plan	15			
Evaluator #1		15	15	15
Evaluator #4		14	11	14
Evaluator #5		15	15	15
Total		44	41	44
Cost				
		12.7	15	14.6
		12.7	15	14.6
		12.7	15	14.6
Total		38.1	45	43.8
GRANDTOTAL		277.1	287	283.8

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

Third Reading: December 4, 2018 {Tentative}

Public Hearing: December 4, 2018



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: November 13, 2018

Third Reading: December 4, 2018 {Tentative}

Public Hearing: December 4, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND 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: December 4, 2018
Third Reading: December 4, 2018

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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- 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	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 Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A Koyo Corporation of U.S.A.), to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: October 16, 2018
Second Reading: November 13, 2018
Third Reading: December 4, 2018 {Tentative}
Public Hearing: December 4, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND KOYO BEARINGS NORTH AMERICA, LLC (F/N/A KOYO BEARINGS USA, LLC) AS ASSIGNEE OF JTEKT NORTH AMERICA CORPORATION (F/N/A/ KOYO CORPORATION OF U.S.A.) 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, Koyo Bearings North America, LLC (F/N/A KOYO BEARINGS USA, LLC) as assignee of JTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A.) (“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: December 4, 2018
Third Reading: December 4, 2018

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

KOYO BEARINGS NORTH AMERICA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY 1, 2019

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- Exhibit A – Description of Property
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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	Koyo Bearings North America, LLC	
Project Location	1006 Northpoint Blvd, Blythewood, SC 29016	
Tax Map No.	14900-01-16; 15005-01-02	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$50 million	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	589.3	
• 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 Koyo Bearings North America, LLC, 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) 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 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 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 Koyo Bearings North America, LLC 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 589.3, 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:

Koyo Bearings North America, LLC
Attn: []
1006 Northpoint Blvd.,
Blythewood, SC 29016

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]

KOYO BEARINGS NORTH AMERICA, LLC

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

RICHLAND COUNTY TMS NOS. 14900-01-16; 15005-01-02

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 Koyo Bearings North America, LLC (“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 Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A Koyo Corporation of U.S.A.), 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: November 13, 2018

Third Reading: December 4, 2018 {Tentative}

Public Hearing: December 4, 2018

**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 KOYO BEARINGS NORTH AMERICA, LLC (F/N/A KOYO BEARINGS USA, LLC) AS ASSIGNEE OF JTEKT NORTH AMERICA CORPORATION (F/N/A/ KOYO CORPORATION OF U.S.A.), 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, Koyo Bearings North America, LLC (f/k/a Koyo Bearings USA, LLC), as assignee of JTEKT North America Corporation (f/n/a Koyo Corporation of U.S.A.) (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.

(c) 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: December 4, 2018
Third Reading: December 4, 2018

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 December 4, 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 Koyo Bearings North America, LLC (f/k/a Koyo Bearings USA, LLC), a limited liability company organized and existing under the laws of the State of Delaware and assignee of JTEKT North America Corporation (f/n/a Koyo Corporation of U.S.A.) (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, Koyo Bearings North America, LLC (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

KOYO BEARINGS NORTH AMERICA, LLC

By: _____
Its: _____

Richland County Council Request for Action

Subject:

An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated July 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder

Notes:

First Reading: February 6, 2018
Second Reading: February 20, 2018
Third Reading: December 4, 2018 {Tentative}
Public Hearing: December 4, 2018

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

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE FEE AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE INC., R.C. MCENTIRE TRUCKING INC., AND MCENTIRE LIMITED PARTNERSHIP, DATED JULY 25, 2006, TO PROVIDE FOR AN EXTENSION OF THE TERM THEREOF AND AN AMENDMENT TO THE FEE AGREEMENT AMONG RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE INC., R.C. MCENTIRE TRUCKING INC., AND MCENTIRE LIMITED PARTNERSHIP, DATED JUNE 5, 2012, TO PROVIDE FOR AN EXTENSION OF THE TERM THEREOF, AUTHORIZE AN EXTENSION OF THE INVESTMENT PERIOD THEREOF, AND PROVIDE FOR THE ISSUANCE OF INFRASTRUCTURE CREDITS THEREUNDER.

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 Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into a fee in lieu of tax (“FILOT”) agreement with companies meeting the requirements of the Act; and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee Agreement dated July 25, 2006, with McEntire Produce Inc., R.C. McEntire Trucking Inc., and McEntire Limited Partnership (collectively, the “Company”) (the “2006 Fee Agreement”); and

WHEREAS, pursuant to the Act, and in order to induce certain additional investments in the County, the County entered into a second Fee Agreement with the Company dated June 5, 2012, providing for a FILOT incentive (the “2012 Fee Agreement,” together with the 2006 Fee Agreement, the “Fee Agreements”); and

WHEREAS, the Company has far surpassed its investment and job creation commitments under both the 2006 Fee Agreement and 2012 Fee Agreement; and

WHEREAS, the Company is considering an additional investment in the County of approximately \$8,000,000.00 that is anticipated to create at least 21 new, full-time jobs in the County (the “Project”), and the Company further anticipates that its overall workforce will consist of a greater percentage of higher-skilled labor as a result of its expansion efforts, and the Company has requested that the County amend the Fee Agreements in order to provide enhanced benefits that will induce the additional investment and job creation in the County; and

WHEREAS, the Company has caused to be prepared and presented to the County the form of an Amendment to Fee Agreements (the “Amendment”), which is attached as Exhibit A, providing for an extension of the terms of the 2006 and 2012 Fee Agreements, an extension of the Investment Period under the 2012 Fee Agreement, and the addition of a ten-year, twenty percent (20%) infrastructure credit applicable to the economic development property placed in service under the 2012 Fee Agreement; and

WHEREAS, it appears that the Amendment, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Richland County, the Richland County Council, as follows:

Section 1. It is hereby found, determined, and declared by the County Council as follows:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

(b) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and

(c) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, and the benefits of the Project are greater than the costs.

Section 2. The forms, terms, and provisions of the Amendment presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chair of the County Council is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Amendment in the name of and on behalf of the County and the Clerk to County Council is hereby authorized and directed to attest the Amendment, and thereupon the County is authorized to deliver the Amendment to be delivered to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before this meeting.

Section 3. The Chair of the County Council, the County Administrator, the Director of Economic Development, and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair of County Council, the County Administrator, the Director of Economic Development or Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent

jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 6, 2018
Second Reading: February 20, 2018
Public Hearing: December 4, 2018
Third Reading: December 4, 2018

EXHIBIT A

AMENDMENT TO FEE AGREEMENTS

AMENDMENT TO 2006 AND 2012 FEE AGREEMENTS

This Amendment (the "Amendment") to the 2006 and the 2012 Fee Agreements by and among RICHLAND COUNTY, SOUTH CAROLINA (the "County"), MCENTIRE PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., AND MCENTIRE LIMITED PARTNERSHIP (collectively, the "Company") is made and entered into this day of _____, 201__.

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into fee in lieu of tax agreements with companies meeting the requirements of the Act; and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a Fee Agreement with the Company dated July 25, 2006 (the "2006 Fee Agreement"); and

WHEREAS, pursuant to the Act, and in order to induce certain investments in the County, the County entered into a second Fee Agreement with the Company dated June 5, 2012 (the "2012 Fee Agreement," together with the 2006 Fee Agreement, the "Fee Agreements"); and

WHEREAS, the Company is considering an additional investment in the County of approximately \$8,000,000.00 that is anticipated to create 21 new, full-time jobs in the County (the "Project"), and the Company further anticipates that its overall workforce will consist of a greater percentage of higher-skilled labor as a result of its expansion efforts, and the Company has requested that the County amend the Fee Agreements in order to provide enhanced benefits that will apply to the additional investment; and

WHEREAS, the Company applied for an extension of the investment period under the 2012 Agreement prior to December 31, 2017, in accordance with Section 12-44-30(13) of the Act; and

WHEREAS, pursuant to an Ordinance of the County Council of even date herewith, the County Council has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company agree as follows:

1. The Project shall be eligible for the benefits provided under and shall be included as part of the 2012 Fee Agreement subject to the terms and conditions stated therein.
2. Section 4.1 of the 2006 Fee Agreement is amended to read as follows:

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31st of the 30th year after the last year during which any portion of the Project is placed in service, but in no event later than December 31st of the 30th year following the Project Period.

3. Section 5.1(A) of the 2006 Fee Agreement is amended to replace "20 annual FILOT Payments" with "30 annual FILOT Payments."

4. The 2006 Fee Agreement is further amended to revise all additional references to the period of time in which the FILOT incentive remains in place to reflect the thirty-year period as provided above.

5. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of "Completion Date" and insert the following definition in its place:

"Completion Date" shall have the meaning set forth in Section 3.2 of this Fee Agreement.

6. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of "Investment Period" and insert the following definition in its place:

"Investment Period" means the 10 year period beginning with the Commencement Date.

7. Section 1.1 of the 2012 Fee Agreement is amended to delete the definition of "Completion Date" and insert the following definition in its place:

"Completion Date" means December 31, 2022 or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

8. The 2012 Fee Agreement is further amended to revise all additional references to the Investment Period and/or Completion Date to reflect the five-year extension of the Investment Period as provided above.

9. Section 4.1 of the 2012 Fee Agreement is amended to read as follows:

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31st of the 30th year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

10. Section 5.1(A) of the 2012 Fee Agreement is amended to replace "20 annual FILOT Payments" with "30 annual FILOT Payments."

11. Section 1.1 of the 2012 Fee Agreement is amended to insert the following definitions:

“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 Company pursuant to Section 12-44-70 of the Act and Section 5.4 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“MCIP Act” means Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended.

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

12. Section 5 of the 2012 Fee Agreement is amended to add Section 5.4 as follows:

5.4. Infrastructure Credits

To assist the Company in paying for costs of Infrastructure, the Company is entitled to an Infrastructure Credit against its FILOT Payments due for property tax years 2018-2027 in the amount of twenty percent (20%) of the FILOT Payment. In no event may the Company’s aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Company on Infrastructure.

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

Except as otherwise provided herein, the 2006 Fee Agreement and the 2012 Fee Agreement each shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, MCENTIRE PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., AND MCENTIRE LIMITED PARTNERSHIP, each pursuant to due authority, have executed this Amendment as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to Richland County Council

MCENTIRE PRODUCE, INC.

Signature: _____
Name: _____
Title: _____

R.C. MCENTIRE TRUCKING, INC.

Signature: _____
Name: _____
Title: _____

**MCENTIRE LIMITED PARTNERSHIP
By: MCENTIRE GP #2, LLC, ITS GENERAL
PARTNER**

Signature: _____
Name: _____
Title: _____

Richland County Council Request for Action

Subject:

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 system to be known as the Richland County Combined Utilities System; providing for addition of other utility systems to the combined system; providing for the operation thereof; providing for the establishment of rates to be charged for services; providing for issuance of bonds; and other matters related thereto

Notes:

First Reading: October 16, 2018

Second Reading: December 4, 2018 {Tentative}

Third Reading: December 11, 2018 {Tentative}

Public Hearing: December 4, 2018

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

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 SYSTEM TO BE KNOWN AS THE RICHLAND COUNTY COMBINED UTILITIES SYSTEM; PROVIDING FOR ADDITION OF OTHER UTILITY SYSTEMS TO THE COMBINED SYSTEM; PROVIDING FOR THE OPERATION THEREOF; PROVIDING FOR THE ESTABLISHMENT OF RATES TO BE CHARGED FOR SERVICES; PROVIDING FOR ISSUANCE OF BONDS; AND OTHER MATTERS RELATED THERETO.

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

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

b. In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina (the “State”), and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a waterworks system or systems and to provide sewage services in any of the unincorporated areas of the County.

c. The County currently operates the following water and sewer systems:

- (i) The Broad River Regional Sewer System including the Waste Water Treatment Plant;
- (ii) The Broad River Regional Water System (dba White Rock Water System);
- (iii) The Eastover Sewer System including the Waste Water Treatment Plant;
- (iv) The Franklin Park Sewer System;
- (v) The Hopkins Waterworks System; and
- (vi) The Pond Drive Water System.

d. It is in the County’s best interest to combine its existing water and sewer systems to be known as the Richland County Combined Utilities System (the “Combined System”); provided however, the County may, in its discretion, add other utility systems to the Combined System.

e. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that a county or political subdivision may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license. Article X, Section 14 of the Constitution further provides each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

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

g. Pursuant to Title 6, Chapters 17 and 21 of the Code (together, the “Act”), the County may issue revenue bonds to defray the cost of improvements, enlargements and extensions to the Combined System.

h. The Combined System will be operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

i. By the enactment of this Ordinance, the County intends to provide for the issuance of bonds at the time and on the terms and conditions set forth in one or more bond ordinances to be enacted by the Council prior to the issuance of any bonds.

SECTION 2. Establishment of the Richland County Combined Utilities System.

a. Pursuant to the Constitution and statutes of the State, and in conformity with the provisions thereof, the County hereby creates the Combined System.

b. The Combined System will be administered as a department of the County by the Richland County Utilities Department.

SECTION 3. Establishment of Rates; Operation of Combined System.

a. The County hereby obligates itself to operate the System in an efficient and economical manner and to establish, levy, maintain, revise and collect such uniform fees, rates and other charges for the use of the services and facilities furnished by the Combined System in an amount necessary to operate and maintain the System as well as service any debt that may be issued.

b. Prior to the beginning of each fiscal year, the County will prepare an annual or biennial budget for the ensuing fiscal year which shall set forth in reasonable detail the estimated revenues and operation and maintenance expenses, debt service requirements, if any, payments to the depreciation fund, if any, and contingent fund, if any, and other expenditures of the Combined System for such fiscal year. The County also may at any time adopt an amended annual or biennial budget for the remainder of the then current fiscal year.

SECTION 4. Authorization of Bonds and Bond Anticipation Notes. The County intends to issue, from time to time, general obligation bonds pursuant to the County Bond Act, the proceeds of which will be used for projects related to the Combined System, or revenue bonds pursuant to the Act, the proceeds of which will be used for projects related to the Combined System. The County will enact a separate bond ordinance containing the provisions for and specific authorization for a particular series of bonds. The County may issue bond anticipation notes prior to and in anticipation of the issuance of a series of bonds.

SECTION 5. Security for and payment for bonds.

a. For the payment of the principal and interest on any general obligation bonds or general obligation bond anticipation notes issued as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County will be irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the

County, sufficient to pay the principal of and interest on the general obligation bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that Council must pledge the revenues derived from the operation of the Combined System after defraying the costs of operation and maintenance of the Combined System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code; provided, further, that Council will covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the general obligation bonds when due, and sufficient revenues must be available for the payment of principal of and interest on any general obligation bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on any general obligation bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code, by the amount of revenue derived from the operation of the Combined System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on any general obligation bonds at the time the tax for the year is required to be levied; provided, further, that any general obligation bonds issued are primarily the obligation of the Combined System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the Combined System, and resort to the County tax levy must be made only in the event that revenues derived from the operation of the Combined System prove insufficient to meet the payment of principal of and interest on any general obligation bonds issued. Any general obligation bond anticipation notes shall be additionally secured by the pledge of proceeds of general obligation bonds.

b. Any revenue bonds or revenue bond anticipation notes issued, together with the interest thereon, shall be payable solely from, and secured equally and ratably by, a statutory lien and pledge upon the Combined System and the net revenues of the Combined System. Such bonds do not constitute an indebtedness of the County within any State Constitutional provisions (other than Article X, Section 14, Paragraph 10 of the Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and do not and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the County shall not be pledged to the payment of the principal of and interest on any revenue bonds or revenue bond anticipation notes. Any revenue bond anticipation notes shall be additionally secured by the pledge of proceeds of revenue bonds.

SECTION 6. Hopkins Waterworks System. Pursuant to General Bond Ordinance No. 048-10HR duly enacted on July 27, 2010 (the “General Bond Ordinance”), County Council created the Hopkins Waterworks System and undertook certain covenants, terms and conditions relating to the issuance of tax-exempt bonds. On October 14, 2011, pursuant to the General Bond Ordinance and Second Supplemental Ordinance No. 039-11HR enacted by County Council on July 26, 2011, the County issued its \$2,033,000 Waterworks System Improvement Revenue Bond (the “2011 Bond”). As part of consolidating the utilities systems, the County intends to pay the 2011 Bond in full during calendar year 2019. This Ordinance will not include the Hopkins Waterworks System as part of the Combined System until such time as the 2011 Bond is paid in full. Once the 2011 Bond is paid in full, the Hopkins Waterworks System will become a part of the Combined System without further action of County Council.

SECTION 7. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2018:

Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: October 16, 2018 (Title Only)
Date of Second Reading: December 4, 2018 (Tentative)
Date of Third Reading: December 11, 2018 (Tentative)

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: November 13, 2018

Second Reading: December 4, 2018 {Tentative}

Third Reading: December 11, 2018 {Tentative}

Public Hearing: December 11, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES 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: December 4, 2018
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	
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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:

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

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

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

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

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

For example, and by way of example only, if the County granted \$[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:

Jobs Achievement Percentage = [A]/[Contract Minimum Jobs Requirement] = [C]%

Investment Achievement Percentage = \$[D]/\$[Contract Minimum Investment Requirement] = [F]%

Overall Achievement Percentage = ([C]% + [F]%) / 2 = [G]%

Claw Back Percentage = 100% - G% = H%

Repayment Amount = \$[I] x [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:

18-038MA
Ken Jones
RS-LD to NC (1.62 Acres)
3409 Hard Scrabble Road
TMS # R17300-06-08

Notes:

First Reading: November 15, 2018
Second Reading: December 4, 2018 {Tentative}
Third Reading: December 11, 2018 {Tentative}
Public Hearing: November 15, 2018

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17300-06-08 FROM RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17300-06-08 from Residential Single-Family Low Density District (RS-LD) to Neighborhood Commercial District (NC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 15, 2018
First Reading: November 15, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018

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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 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 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:

[Handwritten Signature]

Date:

12/15/16

Name (Print):

GERALD SEALE

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

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Richland County Attorney's Office

[Handwritten Signature] 12/14/16

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

RESOLUTION

AUTHORIZING THE EXPENDITURE OF UNSPENT BOND PROCEEDS OF RICHLAND COUNTY, SOUTH CAROLINA; DELEGATING AUTHORITY; AND MATTERS RELATING THERETO.

WHEREAS, the County Council (the "Council") of Richland County, South Carolina (the "County"), has heretofore enacted Ordinance No. 043-17HR enacted on November 7, 2017 (the "Ordinance"), authorizing the re-direction and expenditure of on unspent proceeds of certain of the County's bond issues totaling \$42,010,623; and

WHEREAS, pursuant to the Ordinance, one category for use of the re-directed proceeds was for the Richland Renaissance project; and

WHEREAS, of the amount re-directed to the Richland Renaissance project, there is \$2,200,000 remaining in unspent bond proceeds; and

WHEREAS, County Council is further advised by County Administration that it would be in the best interest of the County to re-direct a portion of the amount designated to the Richland Renaissance project to projects with more immediate needs totaling \$1,869,668 including:

- a. Countywide GIS Program Update - \$350,000;
- b. Revised Lower Richland Sewer Plan - \$750,000;
- c. Architectural and Engineering Evaluation of the County's Columbia Place Mall Properties Initiative - \$400,000; and
- d. Additional Capital Purchase for the Sheriff's Department - \$369,668.

WHEREAS, such proposed expenditures would be lawful expenditures for an appropriate public purpose;

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 RESOLVED BY RICHLAND COUNTY COUNCIL:

1. The County Council hereby authorizes the expenditure of a portion (\$1,869,668) of the remaining unspent bond proceeds (\$2,200,000) designated to the Richland Renaissance project, for the purposes identified above. The balance of the unspent bond proceeds (\$330,332) shall be included in the County's Capital Improvement Plan which is scheduled to be presented to the County Council during the upcoming budgetary process.

2. The Chair of County Council, Interim County Administrator and County Finance Director are hereby authorized and directed to take any necessary action to effectuate the expenditures authorized in this Resolution.

3. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the offices of the County.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2018:

Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

Shakespeare Crossing Affordable Housing Development Project

Notes:

November 15, 2018 – The committee recommended Council to approve the request to award CDBG funding to Community Assistance Provider in the amount not to exceed \$166,448.00 for the completion of infrastructure at Shakespeare Crossing.



Administration and Finance Committee Meeting Briefing Document

Agenda Item

Shakespeare Crossing Affordable Housing Development Project

Background

Request County Council approval to award Federal Community Development Block Grant funds in the amount of \$166,448.00 for the completion of Phase III to Community Assistance Provider (CAP) (Attachment A). This would provide for the construction of infrastructure at Shakespeare Crossing located at 6319 Shakespeare Road, Columbia, SC 29203, Council District 3, in the New Castle/Trenholm Acres Master Plan area. This activity will complete the construction of infrastructure needed to assist 24 new multi-family affordable rental units for low-moderate income households.

Since 2015 Richland County Planning and Community Development has worked with CAP to provide financial support for the redevelopment of the former Columbia Mobile Home Park now known as Shakespeare Crossing. CAP agreed to secure non-county funding to initiate this development and to continue seeking other sources of funding, as well, as to complete phases I thru IV within a 48-month period. Items completed to date are:

- acquisition of the property
- construction of a blast barrier wall
- construction of infrastructure to include roads, sewer lines, taps, lighting and signage and
- construction of 8 of the planned 24 residential units.

In March 2015, County Council approved use of Neighborhood Improvement funds in the amount of \$38,584.00 for the acquisition of 6319 Shakespeare Road, Columbia, SC 29203. In May 2016, County Council approved \$100,000.00 Community Development Block Grant funds (CDBG) for the construction of a blast barrier wall in accordance with HUD Environmental Review regulations. In July 2016, County Council approved \$210,000 for infrastructure.

This project will count toward the County's Assessment of Fair Housing 5 year goal to create 1000 units of affordable housing by year 2021.

The infrastructure is expected to be completed by December 2018 and Phase IV – residential development will begin January 2019. Community Assistance Provider CDC has worked with the County as a Community Housing Development Organization since 2002 when the County became an Entitlement Community. CAP has a proven record of accomplishments by developing affordable housing throughout the State of SC.

The agreement has been reviewed to form by Richland County Legal.

Issues

As reviewed by County Staff, the project is behind schedule but there are no foreseeable issues that will prohibit this project from moving forward to completion.

Fiscal Impact

All CDBG funds come from the US Department of Housing Urban Development grant managed by the County's Community Development Division. In January 2017, HUD authorized the use of \$376,448.00 CDBG funding for this activity, as approved and submitted by Richland County. There is no fiscal impact to the County's general fund budget.

Past Legislative Actions

July, 2016 - County Council has previously awarded \$210,000 of \$376,448.00 costs needed for the construction of infrastructure at Shakespeare Crossing.

Alternatives

1. Approve the request to award CDBG funding to Community Assistance Provider in the amount not to exceed \$166,448.00 for the completion of infrastructure at Shakespeare Crossing.
2. Do not approve the request to award to Community Assistance Provider, and the project may not proceed. If we do not proceed and the contract is not executed, Richland County may not accomplish its Fair Housing goal and it will risk not meeting its 2018/19 CDBG expenditure timeliness.

Staff Recommendation

Staff recommends approving the request to award CDBG funds in the amount of \$166,448.00 to Community Assistance Provider to move forward with the development of Shakespeare Crossing.

Submitted By: Tracy Hegler, Community Planning and Development **Date:** October 25, 2018





**Professional Services Contract Amendment between Richland County and
The Community Assistance Provider (CAP)**

WHEREAS, **Richland County** (hereinafter referred to as the County) is participating in a program to provide Federal assistance under the Housing and Community Development Act of 1974 (hereafter referred to as CDBG); and;

WHEREAS, The Community Assistance Provider (CAP) (hereinafter referred to as Subrecipient) wishes to apply for CDBG funds from the County as a housing developer to construct infrastructure to continue the development of a 24 unit rental complex to benefit up to 50 low to moderate income clients in the Shakespeare Crossing community.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follows:

Contract Goals: The **Subrecipient** agrees to complete the construction of site infrastructure at 6315 Shakespeare Road, Columbia, SC 29223, to include underground utilities (sewer/water lines); storm water management systems (curb and gutters); retention pond, asphalt signage and general landscape as described in the project proposal amendment (Attachment A) submitted. These efforts will make way for new construction of a 24 unit rental complex to benefit up to 50 low to moderate income persons. The funds provided for herein are subject to regulations found at 24 CFR 570.201(e).

1.1 Program Schedule/Contract Period:

1. This Professional Services Contract Amendment is made and entered into this 29th day of October 2018.
2. Termination of the Contract will occur automatically upon the expiration of the Contract period, which is June **30, 2019**; however, either party may terminate this Contract at any time by providing written notification of termination to the other party within fourteen (14) business days of the proposed date of termination.
3. The program schedule agreed to between the **Subrecipient** and the **County** is a timetable representing thresholds to be met. The project is expected to proceed according to the construction timeline provided by the **Subrecipient (Attachment C)**.
4. **Subrecipient** is required to submit monthly performance reports on program/project status and activities through project completion, by the 15th of each month.
5. CDBG awards may be terminated at any time prior to the award expiration date, due to documented absence of program/project productivity. The **County** will make this determination based upon evidence of insufficient project and/or financial progress, tardiness or non-existent drawdown requests, or other factors as deemed appropriate by the **County**.

1.2 Award: Upon execution of this contract, the **County** agrees to provide to **Subrecipient** Federal Assistance under the Housing and Community Development Act 1074, known as Community Development Block Grant or CDBG Program, subject to the terms and conditions of this Contract, applicable Laws, regulations and all other Federal and **County** requirements now or hereafter in effect. This Contract is effective with respect to such

assistance as of the date of the Contract and consists of the Contract included as **Attachment A**, as approved by the **County**. The **County** has allocated **One Hundred Sixty Six Thousand Four Hundred Fourty Eight Dollars (\$166,448.00)** for the scope of work described throughout this Contract and by executing this Contract, agrees to award said amount to **Subrecipient**. This Contract cannot exceed this allocated amount.

1.3 Scope of Work/Conditions:

1. **Subrecipient**, in accordance with the terms of this Contract, shall perform all professional services (obligations, duties, requirements, and responsibilities required for the successful completion of infrastructure needed to complete Shakespeare Crossing and this Contract) which are further outlined in **Subrecipient's** proposal with such documentation being attached hereto and incorporated herein by reference (**Attachment A, B, C**).
2. **Subrecipient** will perform the work necessary to affirmatively market to attract persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability.
3. **Subrecipient** will construct infrastructure as designed by Cox and Dinkins Inc. and approved by Richland County, required to accommodate the development of 6 quads totaling a 24 town home style rental complex to benefit 50 low to moderate income clients.
4. **Subrecipient** will provide monthly progress reports to the **County**, due the 15th of each month to include if applicable, budget amendments and detailed construction reports, project, and time delays or potential problems. The monthly progress report will be an evolving document as the project moves forward.
5. The professional services and work tasks will be performed in the manner proposed in **Subrecipient's** proposal (**Attachment A**) that was received by the **County May 25, 2018**.

1.4 **Budget:** The project budget (**Attachment B**) and sections throughout this Contract show funding sources and uses of funds. The **Subrecipient** shall notify the **County** in writing of any budget revisions.

1.5 **Financial Commitments:** **Subrecipient** using CDBG funds in conjunction with other funding sources must submit executed commitments of all other financial sources to the **County** not later than 90 days from date of execution of this Contract.

1.6 **Prohibited Activities:** The **Subrecipient** is prohibited from using CDBG funds for the following uses:

1. General government expenses. Except as otherwise specifically authorized under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
2. Political activities, such as lobbying, campaigning, etc.
3. Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible.
4. Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with disabilities, parking, and other public facilities and improvements.
5. Costs charged to local governments for preparation of their audits.

Costs that are not included in the above list MUST be approved by the **County** in writing in advance.

- 1.7 **Release of Funds:** The **County** will conduct site visits and inspections before approval of all request for payment prior to the release of funds.

The following conditions must be met before requests for funds can be made or funds will be released:

1. Any changes or modifications to project or activities after executing this Contract must be in writing and approved by the **County**.
2. After the **County** receives all approved monthly reports.
3. **Subrecipient** must submit all supporting documentation with the request for payment in order to receive payment. Payment requests should be submitted on a monthly basis.

- 1.9 **Program Limitations:** Program participation is limited to individuals who are determined to be very low or low to moderate income.

2.1-2.10 Other Federal Requirements

- 2.1 **General Requirements:** The **Subrecipient** agrees to conform to all federal and state regulatory requirements covered in the following sections 2.1 - 2.10, as well as all other applicable state and federal laws or regulations, whether cited herein or not. The Federal and **County** requirements include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

The award and Contract is made available in conformity with the non-discrimination and equal opportunity requirements set forth in 24 CFR Part 511.10(m), as follows:

1. The requirements of Executive Order 11063, and with Title VI of the Civil Rights Act of 1964, 42 USC2000d. as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307). The Act prohibits discrimination against individuals on basis of race, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 USC 6101-07, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 USC 794.
3. The nondiscrimination requirements at Section 282 of the Act are applicable.

Nondiscrimination and equal opportunity: *The Fair Housing Act* (42 U.S.C. 3601- 19) and implementing regulations at 24 CFR part 100 *et seq.*; The Act prohibits the discrimination in the sale or rental of housing, the financing of housing or the provisions of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

Title II of the Americans with Disabilities Act of 1990: Requires that State and local governments (1) may not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability; (2) must eliminate unnecessary eligibility standards or rules that deny individuals with disabilities an equal opportunity to enjoy their services, programs or activities unless "necessary" for the provisions of the service, program or activity; (3) are required to make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities, unless a fundamental alteration in the program would result; (4) must furnish auxiliary aids and services when necessary to ensure effective communication, unless an undue burden or fundamental alteration would result; (5) may provide special

benefits, beyond those required by the regulation, to individuals with disabilities; (6) may not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters; (7) shall operate their programs so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities.

Architectural Barriers Act of 1968: The ABA requires access to facilities designed, built, altered, or leased with federal funds. CDBG **Subrecipient** is responsible for ensuring compliance with Uniform Federal Accessibility Standards (UFAS) when designing, constructing, altering or leasing facilities.

2.2 Workers Compensation

The **Subrecipient** shall carry Worker's Compensation Insurance coverage in accordance with South Carolina Law for all its employees involved in the performance of this Contract. The **Subrecipient** is required to provide documentation of Worker's Compensation Insurance to the **County**.

2.3 Insurance and Bonding

Subrecipient shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, **Subrecipient**, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and **Richland County**, and must have a Best Rating of A-, VII or higher. The **County** shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on **Subrecipient**.

A. Commercial General Liability Insurance

Subrecipient shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage and personal injury. The policy shall include the following:

1. It shall have contractual liability.
2. It shall have a waiver of subrogation in favor of a) Richland County, its officials, employees, agents, leased, and temporary employees and volunteers and b) any other Subcontractor, Subcontractor and sub-subcontractors.
3. Richland County, its officials, employees, agents, temporary and leased employees and volunteers shall be endorsed as additional insured's with no special limitations on their additional insured coverage.
4. It shall provide that this policy is primary over any other County insurance or self- insurance.
5. It shall have severability of interest.

B. Professional Liability Insurance

Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.

C. Business Auto Coverage:

Subrecipient shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-

owned, and hired vehicles with a combined single minimum limit of \$1,000,000 per occurrence. Physical damage is at the option of RCFE. The policy shall also include the following:

1. contractual liability;
2. a waiver of subrogation against the **County**, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.

D. Workers Compensation and Employers Liability Insurance:

Subrecipient shall maintain worker's compensation and employer's liability insurance in accordance with the laws of the State of South Carolina. "Other States" coverage is not sufficient. Employer's Liability limits shall not be less than \$500,000 each accident / \$500,000 each disease / \$500,000 policy limit. The policy shall contain a waiver of subrogation in favor of Richland County, its officials, employees, agents, temporary, and leased workers and volunteers.

E. Builder's Risk

Subrecipient shall maintain a builder's "all risk" or equivalent policy in the amount of the initial contract price, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.

F. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Subrecipient shall provide the **County** thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change.

G. Certificates of Insurance

Subrecipient shall furnish the **County** at the below address with certified copies of certificates of insurance within five (5) calendar days of date of the notice to proceed. Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder. Certificates shall state the insurance applies to work performed by or behalf of **Subrecipient**. Certificates shall state any retention and identify insurers.

H. Subcontractors

Subrecipient must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of **Subrecipient** or its subcontractors to maintain insurance coverage shall not relieve **Subrecipient** of its contractual obligation or responsibility hereunder.

2.4 Disclosure Requirements

The **County** prohibits **Subrecipient** of Federal funds, whether grants, contracts, or cooperative agreements, from using these funds to lobby to obtain, extend, or modify a Federal award. The regulation is intended to prevent the use of Federal funds for lobbying, and to monitor the lobbying expenditures of Federal funds Participants. Even though the **Subrecipient** of a Federal award is legally the institution, individuals who are employed by the institution are also specifically included in the regulation. The regulation also requires that **Subrecipient** of Federal funds who use non-Federal funds for lobbying purposes report those activities to the awarding agency.

Subrecipient may not use federal funds to influence or attempt to influence any member of the Executive or

Legislative branches of government (including any agency employee) for the purpose of securing a grant, contract, or cooperative agreement or an extension, renewal or modification of the foregoing. Charging travel expenses to a Federal award or drawing salary from a Federal award while attempting to influence the awarding of Federal funds for a specific program is defined as lobbying, and is prohibited. **Subrecipient** may neither make such expenditures nor hire paid lobbyists to do so on their behalf.

2.5 Debarred, Suspended, or Ineligible Contractors and Participants; The prohibitions at 2 CFR Part 24 on the use of debarred, suspended, or ineligible contractors and participants, state that, CDBG funded projects may not employ any contractors or subcontractors that have been debarred or suspended from participating in federally funded programs. CDBG **Subrecipient** is responsible for determining whether they are entering into a covered transaction with an excluded or disqualified person. A listing of debarred contractors can be found on the Excluded Parties Listing System's (EPLS) web-site at www.epls.arnet.gov/index. All procured contractors and subcontractors awarded contracts in excess of \$100,000 and all non-procured transactions in excess of \$25,000 must submit the "Debarment Certification Form" certifying that they are not included on the Excluded Parties Listing System and are eligible to participate in federally assisted projects. This extends the coverage of the HUD non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c).

2.6 Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 24 CFR Part 21.

Subrecipient is required to provide a drug-free workplace by taking the following steps. **Subrecipient** and its third party contractors failing to meet these requirements will be subject to penalties:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

2.7 Environmental Review: 24 CFR 92.352

The Subrecipient agrees that the environmental review for this activity will be carried out and assessed in accordance

with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58. 3. A HUD written approval for release of funds is required PRIOR to release of these contract funds.

No project funds will be advanced, and no costs can be incurred, until an environmental review has been completed for each proposed project site and/or activity as required under 24 CFR Part 58. The **Subrecipient** will submit a Site-Specific Environmental to the **County** (Attachment C), where required by the **County**. The **Subrecipient** will adhere to the conditions of the Environmental Review and provide to the **County** additional documentation of mitigation actions and/or details of project modification if so required.

2.8 **Federal Labor Standards: 24 CFR 570.603.**

The **Subrecipient** agrees to confirm to all the labor requirements regarding laborers and contracts.

2.9 **Prevailing Wage Rates (Construction) Contract Provisions:** All contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair including painting and decorating of a public building or public work, or building or work financed in whole or part by federal funds are subject to and must include the labor standards provisions of 29 CFR Part 5.5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

Davis-Bacon and Related Acts: **Subrecipient** with eight (8) or more CDBG-assisted units under one (1) contract agree to conform to the Davis-Bacon and Related Acts. Davis-Bacon and the related labor acts ensure that mechanics and laborers employed under federally-assisted contracts are paid wages and benefits equal to those that prevail in the locality in which the work is performed. This Act also provides for the withholding of funds when the **Subrecipient** is not in compliance. Apprentices enrolled in bona fide apprenticeship programs are exempt from wage requirements.

The **Subrecipient** agrees to submit any and all Davis-Bacon reports (Certified Payrolls, Employee Interviews Forms, etc.) required by HUD or the **County** on the dates mentioned in this Contract or upon request. The **Subrecipient** also agrees to submit any information requested regarding Department of Labor Standards regulations pertaining to the labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs). The **Subrecipient** agrees that it will conform to the requirements that include but are not limited to the following:

- a. Prevailing Wage Rate Contract(s) must contain the wage provisions, which includes construction.
- b. and non- construction cost, or housing.
- b. Payrolls will be submitted weekly to the **County**.
- c. Payroll compliance statements will be provided with official signature that is original.
- d. **Subrecipient** will identify first and final payroll for the project.
- e. **Subrecipient** will provide payroll(s) to include the following: contractor/subcontractor name, business address, project name and number, week ending date, day and date for each day in the workweek, employee name (employee address and SSN the first time employee shows up on a payroll only), employee work classification, rate of pay, straight/overtime hours worked per day, per week on THIS project, gross wages, deductions from wages, and net pay.

f. **County** will conduct periodic employee interviews, as deemed appropriate.

Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333): This Act provides that mechanics and laborers employed on federally assisted projects are paid time and one-half for work in excess of forty hours per week, and provides for the payment of liquidated damages when violations of these provisions occur. The Act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 U.S.C. 276c): The Copeland Anti-Kickback Act governs allowable deductions from paychecks. Copeland makes it a criminal offense to coerce anyone employed on a federally assisted project to relinquish compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Section 110 of the Housing and Community Development Act of 1974: as amended by Section 955 of the Cranston-Gonzalez National Affordable Housing Act which exempts from the wage rate requirements, individuals that perform services for which the individual volunteered; does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services; and is not otherwise employed at any time in the construction work.

Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.): The Fair Labor Standards Act establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half for the entire time that an employee is required or permitted to work. It also establishes labor standards for children.

Equal Employment Opportunity, Executive Order 11246, implemented in 41 CFR Part 60: Executive Order 11246 prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provisions to effectuate this prohibition must be included in all contracts for capital projects exceeding \$100,000. Implementing regulations may be found in 41 CFR Part 60.

1. The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by this HUD- assisted project and to the greatest extent feasible, the **Subrecipient** will provide employment and training opportunities to low and very low income individuals or Section 3 Business.

2.10 Religious Activities

1. The **Subrecipient** agrees, as directly funded under the CDBG program, not to engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the assistance funded under the CDBG program.
2. The **Subrecipient** also agrees that religious activities such as worship, religious instruction, or proselytization will be offered separately, in time and location and is a voluntary decision of the beneficiary to participate. These separate religious activities cannot be funded by the CDBG program.
3. Religious organizations, in providing CDBG assistance, will not discriminate against program

beneficiaries based on religious character, belief or affiliation.

4. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

3.1 –3.6 Accountability, Financial Management, Recordkeeping

3.1 Accounting Standards

The **Subrecipient** agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal financial controls, and maintain necessary source documentation for all costs incurred.

3.2 Cost Principles

The **Subrecipient** shall administer its program in conformance with OMB Circulars A-122, Cost Principles for Non-Profit Organization as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- 3.3 General Audit Requirements:** Audits will be conducted in accordance with 24 CFR 84.26 and 85.26. CDBG **Subrecipient** that expends \$500,000 or more in total federal financial assistance in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all federal funds received by the entity, and not just the amount in CDBG dollars. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a Federal agency, passed through a state or local government, passed through a non-profit organization, or any combination thereof.

If a **Subrecipient** expends less than \$500,000 per year in federal financial assistance, it is exempt from federal audit requirements. However, the **Subrecipient** must still have records available for review by the **County**.

If a **Subrecipient** has expended more than \$500,000 in a year under *only one federal program*, the **Subrecipient** may elect to have a program-specific audit conducted in lieu of a single audit. (*A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.*) If the **Subrecipient** elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B— Audits - Program-specific audits.

3.4 Recordkeeping Requirements of Section 24 CFR 570.490:

General: Each **Subrecipient** will establish and maintain sufficient records to enable the **County** to determine whether the **Subrecipient** has met project requirements. The **Subrecipient** must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality. HUD and the Comptroller General of the United States, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the **Subrecipient**, in order to make audits, examinations, excerpts, and transcripts. **Subrecipient** agrees to create and/or maintain all of the records outlined in this section.

At a minimum, the following records are needed:

1. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.
2. Records must be kept for each beneficiary assisted that demonstrates their eligibility, proof of class attendance and completion of the program, and proof of supportive services provided. Financial Records 24

Financial Records CFR 570.489:

1. Records identifying the source and application of program income, repayments and recaptured funds.
2. Records demonstrating adequate budget control, including evidence of periodic account reconciliations.

Program Administration Records:

1. Records demonstrating compliance with the written agreements required by 24 CFR 570.503.
2. Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 570.502.
3. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

Records Concerning Other Federal Requirements:

1. Equal Opportunity and Fair Housing Records:
 - a) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.
 - b) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implement Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u). c) Documentation of the actions the **Subrecipient** has taken to affirmatively further fair housing.
2. Affirmative Marketing and Section 3 and MBE/ WBE Records:
 - a) Records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 570.601.
 - b) Documentation and data on the steps taken to implement the **Subrecipient** outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid, with CDBG funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
3. Records demonstrating compliance with the environmental review requirements of 24 CFR 570.604 and 24 CFR Part 58, including flood insurance requirements.
4. Records demonstrating compliance with the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, and R of the title: LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

5. Records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 570.611.
6. Debarment and suspension certifications required by 24 CFR 570.609.

Period of Record Retention:

All records pertaining to each fiscal year must be retained for the most recent five year period, except as provided below.

1. Written agreements must be retained for five years after the agreement terminates.
2. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3.5 Performance Reports: The **Subrecipient** agrees to submit the performance reports listed according to the prescribed Program Schedule provided in this Contract as found in Addendum A.

3.6 Repayment of Funds:

The **Subrecipient** agrees to the repayment of CDBG funds if funds are invested in a project which is terminated before completion (either voluntarily or involuntarily), or invested in a housing project which fails to comply with the affordability requirements. The **Subrecipient** also agrees to repay any CDBG funds invested by the **County**, in the event the project fails to comply with the income limit requirements. The **County** reserves the right, with appropriate written documentation, to make this determination.

4.0 Performance Reviews

General. The **County** will review the performance of each **Subrecipient** in carrying out its responsibilities under this Contract whenever determined necessary by **County**. In conducting performance reviews, the **County** will rely primarily on information obtained from the **Subrecipient** and, as appropriate, the **Subrecipient's** records and reports, findings from on-site monitoring, audit reports, and information generated from the IDIS system established by HUD. Where applicable, the **County** may also consider relevant information pertaining to a **Subrecipient's** performance gained from other sources, including citizen comments, complaint determinations, audits and litigation. Reviews to determine compliance with specific requirements of this written agreement will be conducted as necessary, with or without prior notice to the **Subrecipient**. Comprehensive performance reviews under this section will be conducted after notice to the **Subrecipient**.

4.0(a) Performance Review:

1. If the **County** determines that a **Subrecipient** has not met a requirement of this section, the **Subrecipient** will be given notice of this determination and an opportunity to demonstrate, within the time prescribed by the **County** (not to exceed 30 days) and on the basis of substantial facts and data, that it has done so.
2. If the **Subrecipient** fails to demonstrate to the **County's** satisfaction that it has met the requirement, the **County** will take corrective or remedial action in accordance with this section.

Corrective and Remedial Actions: Corrective or remedial actions for a performance deficiency or breach of the requirements of this Contract will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its reoccurrence. The **County** may instruct the **Subrecipient** to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency or breach, including:

1. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
2. Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;
3. Canceling or revising activities likely to be affected by the performance deficiency, there by de-obligating the CDBG funds for the activities;
4. Repayment to the **County** of any amount not used in accordance with this Contract;
5. Suspending the **Subrecipient** from participating in CDBG and other **County** programs for a specific period of time.

4.0(b) Program Suspension/Debarment:

Any of the following actions may result in suspension from participating in funding from any of The **County** administered programs for the time specified, but in any case up to a period of one (1) year:

1. Failure to complete a project/development by the completion deadline specified in the Contract and implementation schedule, will disqualify the applicant for a period of one (1) year.
2. Failure to complete or comply with the environmental review requirements as specified by 24 CFR Parts 50 and 58, as amended, will result in the disqualification of the applicant for the period of one (1) year.
3. Providing false or inaccurate certification that a development meets certain standards when, in fact, it does not, will result in the disqualification of the developer and the architect. The **County** will also file a complaint against the architect with the S.C. Department of Labor, Licensing and Regulation.

Permanent debarment:

1. Any **Subrecipient** who provides false or misleading information to the **County** with regard to a project seeking CDBG funds will be permanently debarred from further participation in the **County's** programs, in any capacity whatsoever, regardless of when such false or misleading information is discovered. Any award allocation obtained on the basis of such false or misleading information shall be void. Each **Subrecipient** shall be given written notice by the Program Director stating the reason for which the sanction of debarment was imposed.
2. Any **Subrecipient** that provides a partnership formation and/or developer agreement, whether written or otherwise, that attempts to circumvent **County** requirements, will be permanently debarred from further participation in the **County** programs, in any capacity whatsoever, regardless of when the violation is discovered.

The County, in its sole discretion, may determine other acts to be infractions of the program that require suspension or debarment.

Funding Sanctions: Following notice and opportunity for consultation, the **County** may withhold, reduce or terminate the assistance where any corrective or remedial actions taken under 24 CFR 570.492 fail to remedy the **Subrecipient's** performance deficiencies, and the deficiencies are sufficiently substantial, in the judgment of **County**, to warrant sanctions.

5.0 Reversion of Assets

Upon expiration of the Contract, the **Subrecipient** must transfer to the **County** any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

5.0(a) Incorporation of The Code of Federal Regulations: The **Subrecipient** agrees to comply with all requirements as set forth in the Code of Federal Regulations:

24 CFR Part 870 - Community Development Block Grants and
24 CFR Part 58 - Environmental Review Procedures (as amended)

This agreement contains specific requirements from the Code of Federal Regulations. However, the failure to include certain other requirements should not be construed as an omission of these requirements. In instances where the County's requirements are more restrictive than the Code of Federal Regulations, the County requirements shall take precedence over the Federal regulations.

6.0 Amendment and Enforcement of the Contract

Process for Amending the Contract: CDBG activities and projects may undergo changes during project implementation which may necessitate changes in scope, schedule or budget. In those cases, the **Subrecipient** will prescribe to the following process for changes to the Contract:

1. The **Subrecipient** shall provide a written request to include the appropriate documentation (i.e. sections of this contract) and identifiers regarding the project.
2. Requests will be reviewed by **County** staff for approval. In certain cases, the scope of the budget or cost change may merit additional underwriting or reviews for cost principle analysis as they relate to HUD's definition of cost reasonableness.
3. If the request is approved, a written amendment will be provided to the **Subrecipient** to be executed to reflect the approved changes to the original executed **Contract**.

Termination of the Contract: In the event that any of the provisions of this Contract are not met or the Subrecipient materially fails to comply with any term of the Contract, the following provisions and remedies for breach will be followed:

1. The **Subrecipient** may be suspended or debarred from participation in CDBG and other **County** programs.
2. The **Subrecipient** may be required to repay the CDBG funds and any other **County** funds invested in the project. The **County**, based upon various factors and documentation, will evaluate and make said determinations at such time, as deemed appropriate.

7.0 Hold Harmless

The **Subrecipient** shall hold harmless, defend and indemnify the **County** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Contract.

8.0 Environmental and Conditions

The **Subrecipient** agrees to comply with all environmental conditions insofar as they apply to the performance of this agreement and under NEPA or National Environmental Protection Agency. These include but not limited to: Clean Air Act, 42 U.S.C; Flood Disaster Protection Act of 1973; Lead Based Paint at 24 CFR 570.608 and 24 CFR Par 35; Subpart B; and Historic Preservation Act of 1966.

9.0 Severability

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of the Contract shall nevertheless be in full force and effect.

10.0 Section Headings and Subheadings

The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

11.0 Waiver

The **County's** failure to act with respect to a breach by the **Subrecipient** does not constitute a waiver of its rights to act with respect to subsequent or similar breaches. The failure of the **County** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12.0 Entire Contract

This Contract constitutes the entire agreement between the **County** and the **Subrecipient** for the award and use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **County** and the **Subrecipient** with respect to this Contract.

Interior ~~Sandra Yudice~~ Edward B. Gomeau
Assistant County Administrator

_____ Date

Signature of Authorized Official
Community Assistance Provider

_____ Date

Print Name and Title of Authorized Official

Richland County Attorney

Laurent Hogan 10/12/18
Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

ATTACHMENT A

Shakespeare Crossing Infrastructure Project

COMMUNITY ASSISTANCE PROVIDER

2800 North Main Street, Columbia, SC 29201

Mailing Address

Post Office Box 2623, Columbia, SC 29202

Telephone / Fax

(803) 771-0050 / (803) 771-0505

September 11, 2018

Jocelyn Jennings
2020 Hampton Street
Columbia, SC 29204

Re: Infrastructure Funding for Shakespeare Crossing

Dear Ms. Jennings:

Community Assistance Provider (CAP) is requesting additional funding for the above-mentioned activity to continue to improve the former Columbia Mobile Home Park located at 6315 Shakespeare Road. The property is ready for redevelopment consistent with the recommendations from the Trenholm Acres Neighborhood Master Plan.

CAP was awarded \$210,000.00 on July 12, 2018 for infrastructure costs. We are anticipating receiving \$66,448.00 for infrastructure costs. Currently, we are requesting an additional \$100,000.00 for infrastructure cost which are hard costs for materials and labor. The total investment for infrastructure from Richland County will be \$376,448.00. CAP's investment will be \$ 55,000.00. Please find a copy of the Development Budget attached.

CAP continues to meet with the contractor and will continue construction schedule as modified. We are also meeting with our engineer Cox & Dinkins to assist with the staking of the land for the layout and placement of roads, manholes and other infrastructure needs.

CAP is committed to completing this project according to the timeline as presented with funding assistance from our Partners and other funders as requested and awarded.

Thank you for the opportunity to continue our mission of providing safe, decent, affordable and energy efficient housing.

Sincerely,



Jamie L. Devine
President/CEO

Serving Calhoun, Chester, Clarendon, Fairfield, Georgetown, Kershaw, Lancaster,
Lee, Lexington, Newberry, Orangeburg, Saluda, Sumter, Richland and Williamsburg Counties



**COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (FONSI/NOI RROF)**

Posting Date: November 30, 2016

Richland County Government
Community Development Department
2020 Hampton Street, Suite 3063
PO Box 192
Columbia, SC 29204
803-576-2230

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the Richland County Government and its Community Development Department.

REQUEST FOR RELEASE OF FUNDS:

On or about December 28, 2016, the Richland County Government and its Community Development Department will submit a request to the US Department of Housing and Urban Development (HUD) for the release of the Community Development Block Grant (CDBG) funds administered under Title I of the Housing and Community Development Act of 1974, as amended and HOME Investment Partnership funds to undertake the following projects in Council District 3 in an approved neighborhood master plan area: New Castle/Trenholm Acres and in Council District 5 within the Columbia city limits, respectively.

Project Title: Shakespeare Crossing Phase I, II and III
Location: 6319 Shakespeare Road, Columbia, SC 29223, Richland County
Purpose of the Project: Pre-development Activities to include the construction of a blast barrier wall and site development to prepare for the construction of 24 units of rental housing.
Estimated Cost: 1.1 million
\$376,448 in County CDBG funds
\$150,000 in County HOME
✓ \$327,800 in State HOME funds

Project Title: East Central In-fill Housing
Location: Scattered sites
Purpose of the Project: Partnership with Columbia Housing Authority to construct 2 of 12 single family homes for homeownership for households that are 50% of the area median income.
Estimated Cost: 1,548,488.00
\$200,000 County HOME
\$700,000 Conventional Financing
\$643,488 City of Columbia

Background:

Trenholm Acres/New Castle Neighborhood: The Trenholm Acres/Newcastle area was approved by the Richland County Council as a priority focal area for Neighborhood/Community Master Planning. A project aimed to achieve the community goals is the redevelopment of the Columbia Mobile Home Park located on 3.77-acre and sits between Humphrey Drive and Judy Street in Columbia. The property is a parcel identified by Tax Map number R14215-13-13. The County is proposing to use CDBG funds to redevelop the former Columbia Mobile Home Park, the County used CDBG funds previously for spot removal of slum and blight at this site.

East Central Scattered In-fill Housing project is located in close proximity to Gonzales Garden, the city's oldest public housing complexes. The area is designated a Neighborhood Strategy Area by the City of Columbia. Gonzales Garden made up of 236 units will be raised by the Columbia Housing Authority at the end of 2016 and redeveloped as a mixed income low density affordable housing community in downtown Columbia. The East Central Scattered sites will be a jump start project for the area. The target audience for units funded by Richland County are the disabled, families and/or Section 8 voucher holders that have a household income that is 50% of area median income.

FINDING OF NO SIGNIFICANT IMPACT:

Richland County Government has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at Richland County Community Development, 2020 Hampton Street, Suite 3063, Columbia, SC 29204 and may be examined or copied weekdays 8:30 A.M. to 5:00 P.M.

PUBLIC COMMENTS:

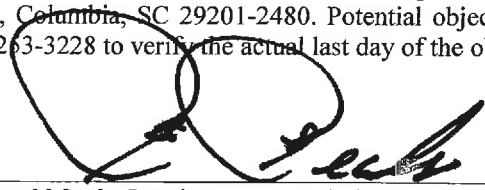
Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the Richland County Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, SC 29204, the department responsible for receiving and responding to comments. All comments received by Wednesday, December 28, 2016 should specify this notice and received comments will be considered by this date.

RELEASE OF FUNDS:

Richland County certifies to HUD/Columbia Field Office that Gerald Seals, in his capacity as Interim County Administrator, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows Community Assistance Provider and the Columbia Housing Authority to use the CDBG and HOME Investment Partnership Program funds.

OBJECTIONS TO RELEASE OF FUNDS:

HUD/Columbia Field Office will accept objections to its release of funds and The Richland County Government's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Richland County Government; (b) The Richland County Government has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the Richland County Government has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to: Bradley S. Evatt, Director, Community Planning and Development, US Department of HUD, 13th Floor, 1835 Assembly Street, Columbia, SC 29201-2480. Potential objectors should contact the HUD/Columbia Field Office at (803)263-3228 to verify the actual last day of the objection period.


Mr. Gerald Seals, Interim County Administrator, Certifying Officer

COX AND DRINKS
ENGINEERS - SURVEYORS
724 BELLEVILLE BLVD.
COLUMBIA, SC 29204
P: 803.771-0550
F: 803.771-0595
www.coxanddrinks.com

PROFESSIONAL ENGINEER
No. 1706
Cox and Drinks, Inc.
Professional Engineer
State of South Carolina

PROFESSIONAL SURVEYOR
No. 1706
Cox and Drinks, Inc.
Professional Surveyor
State of South Carolina

NO.	DATE	DESCRIPTION
1	01-09-2018	ISSUED PER COUNTY COMMENTS

COMMUNITY ASSISTANCE PROGRAM
MR. JAMIE DOVINE
2800 NORTH MAIN STREET
COLUMBIA, SC 29201
(P) 803.771-0550
(F) 803.771-0595

PHASE TWO
SHAKESPEARE CROSSING
EXISTING CONDITIONS AND DEMOLITION PLAN
LOCATED NEAR THE SOUTH OF COLUMBIA RICHLAND COUNTY, SOUTH CAROLINA
R1424.1413
SHEET NO. 20
PROJECT NO. 1828
DATE 12/12/2017
C1 of 10

DEMOLITION LEGEND
EXISTING PAVEMENTS, CONCRETE AND BASE TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
EXISTING CURBS, PORTLAND CEMENT AND ASBESTOS-CONTAINING STRUCTURES TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
EXISTING STREET TO BE REMOVED.
TREE PROTECTION. SEE DETAIL.

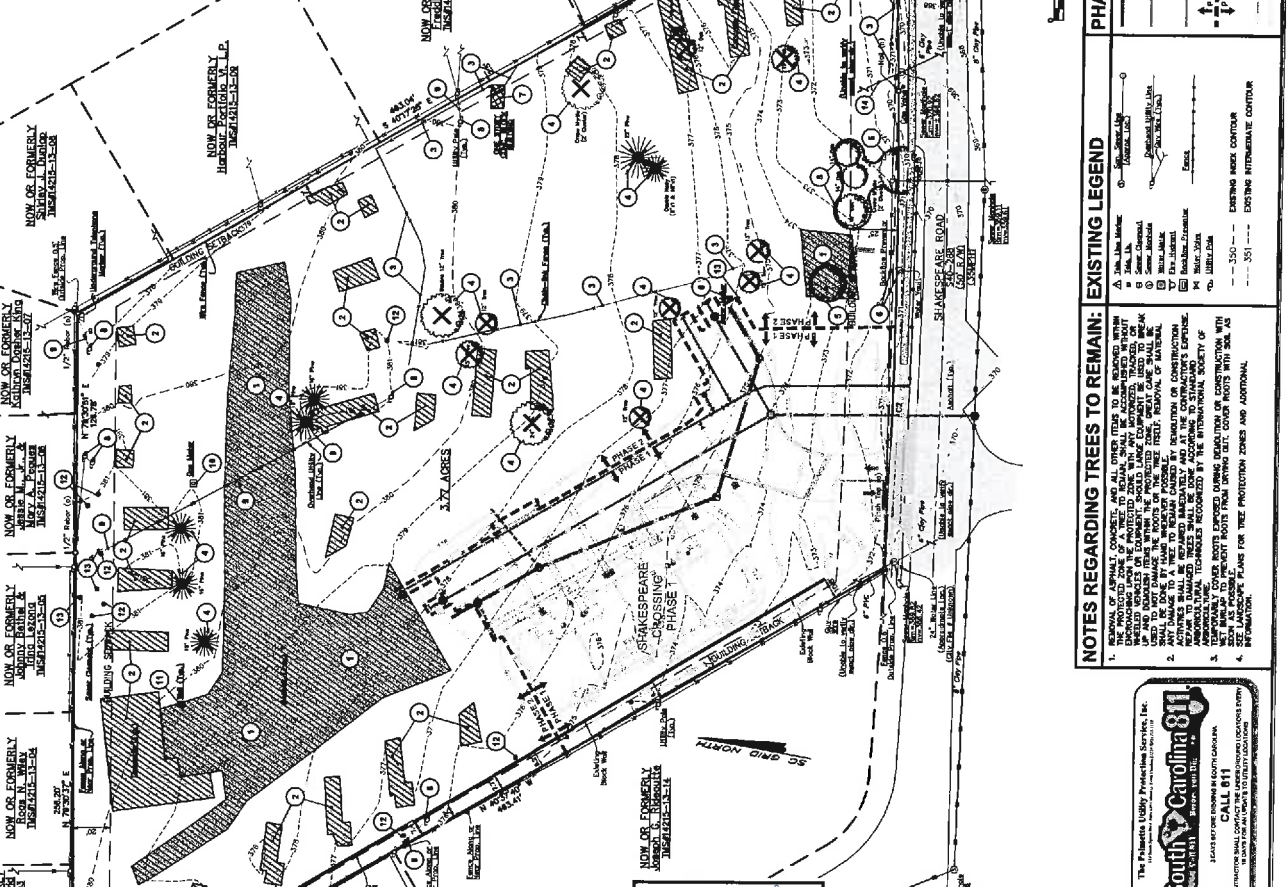
CODED DEMOLITION NOTES

- EXISTING ASPHALT PAVEMENT AND BASE TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
- EXISTING CONCRETE PAVEMENT AND BASE TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
- EXISTING CURBS TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
- EXISTING PORTLAND CEMENT AND ASBESTOS-CONTAINING STRUCTURES TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.
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- EXISTING PORTLAND CEMENT AND ASBESTOS-CONTAINING STRUCTURES TO BE DEMOLISHED AND DEPOSITED ON PROPERTY.

UNDERGROUND UTILITIES:
ONE AND DRINKS, INC. HAS ATTEMPTED TO LOCATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

DEMOLITION/CLEARING NOTES:
1. THE CONTRACTOR SHALL VERIFY ALL UTILITIES TO BE REMOVED AND REMOVED PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

REFERENCES:
1. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BY COX AND DRINKS, INC.
2. SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BY COX AND DRINKS, INC.
3. SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BY COX AND DRINKS, INC.



NOTES REGARDING TREES TO REMAIN:
1. REMOVAL OF ASPHALT, CONCRETE, AND ALL OTHER ITEMS TO BE DEMOLISHED WITHIN THE PROTECTED ZONE SHALL BE COMPLETED PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PHASE ONE LEGEND
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EXISTING INTERMEDIATE CONTOUR

South Carolina 811
CALL 811
FOR ALL YOUR UTILITY AND SERVICE CALLS
The Palmetto Utility Protection Service, Inc.
COLUMBIA, SOUTH CAROLINA

Richland County Department of Public Works Engineering
Approved
This approval expires two years from the date shown.

Richland Development Services
Land Development Approval
RCP# 2017-189
Date: 12/20/18



REVISIONS

NO.	DATE	DESCRIPTION
1	01-09-2018	REVISED PER COUNTY COMMENTS
2		
3		
4		
5		
6		
7		
8		

COMMUNITY ASSISTANCE PROVIDER (CAP)
 MR. JAMES DRIVINE
 2801 WOODBURN STREET
 COLUMBIA, SC 29201
 (P) 803-771-9050
 (F) 803-771-0505

PROJECT: SHAKESPEARE CROSSING
 PHASE TWO
 LOCATED NEAR THE CITY OF COLUMBIA
 RICHLAND COUNTY, SOUTH CAROLINA

DATE: 12/12/2017
 SHEET NO. 20
C3 of 10

- LEGEND**
- LIMITS OF PERFORMANCE
 - - - - - PROPOSED SPOT ELEVATION
 - PROPOSED GRADE BREAK
 - - - - - PROPOSED INTERMEDIATE CONTOUR
 - - - - - EXISTING INTERMEDIATE CONTOUR
 - - - - - EXISTING INTERMEDIATE CONTOUR
 - - - - - EXISTING INTERMEDIATE CONTOUR
 - FLOW ARROW INDICATING DIRECTION OF FLOW
 - PROPOSED SPOT ELEVATION TOP AND BOTTOM OF WALL
 - APPROXIMATE WALL ELEVATION FOR WALLS
 - APPROXIMATE WALL ELEVATION FOR WALLS
 - APPROXIMATE WALL ELEVATION FOR WALLS
 - APPROXIMATE WALL ELEVATION FOR WALLS

CODED NOTES

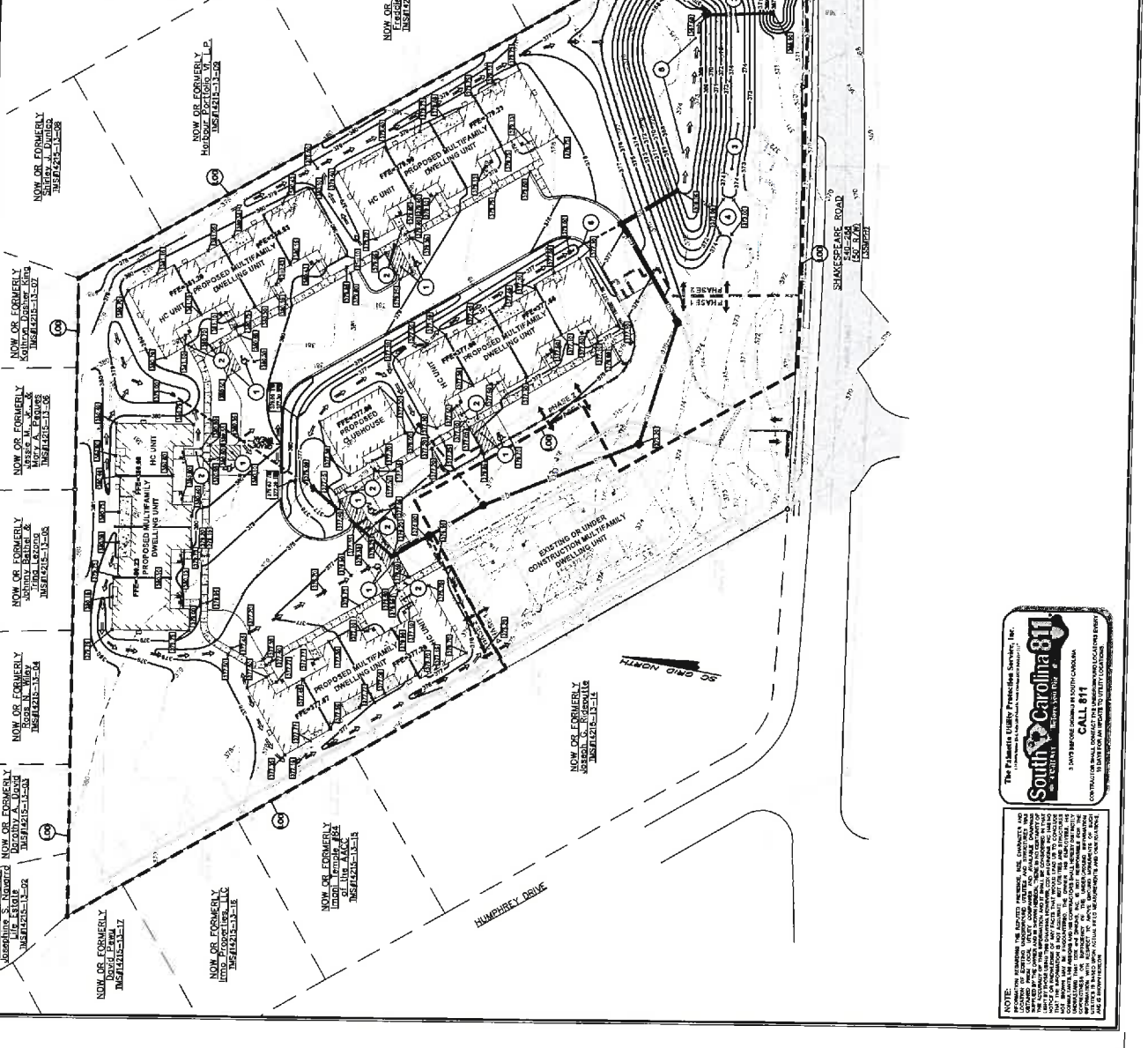
1. LIMITS OF PERFORMANCE.
2. CONTRACTOR SHALL VERIFY THAT ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS.
4. ELEVATION SHALL BE IN FEET AND DECIMALS.
5. INSTALL OF BRICKY LINED DRAINAGE PIPING AT ELEVATION - 275 BY
6. BOTTOM OF BASIN SHALL BE GRADED TO 150% MINIMUM SLOPE.
7. INLET GRATES SHALL BE INSTALLED AS SHOWN ON SHEET C3-01.
8. CONTRACTOR SHALL ENSURE A MINIMUM 1% GRADE SLOPE TO THE DRAINAGE SYSTEM.
9. CONTRACTOR SHALL ENSURE A MINIMUM 1% GRADE SLOPE TO THE DRAINAGE SYSTEM.
10. CONTRACTOR SHALL ENSURE A MINIMUM 1% GRADE SLOPE TO THE DRAINAGE SYSTEM.

NOTES

THE CONTRACTOR SHALL DETERMINE THE EXISTING GRADE AND ELEVATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

REFERENCES:

1. STANDARD SPECIFICATIONS FOR SHAKESPEARE CROSSING, BY COX AND DRINKINS, INC.
2. STANDARD SPECIFICATIONS FOR SHAKESPEARE CROSSING, BY COX AND DRINKINS, INC.
3. STANDARD SPECIFICATIONS FOR SHAKESPEARE CROSSING, BY COX AND DRINKINS, INC.
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10. STANDARD SPECIFICATIONS FOR SHAKESPEARE CROSSING, BY COX AND DRINKINS, INC.



Approval

Richard D. Cook, Professional Engineer
 Registered Professional Engineer
 State of South Carolina
 License No. 1900

Approved: 12/12/2017

NOTES:

1. THE SUBJECT PROPERTY IS DESCRIBED AS PARCEL 001 FOR MAP NUMBER 16118-15-11.
2. THE SUBJECT PROPERTY IS DESCRIBED AS PARCEL 001 FOR MAP NUMBER 16118-15-11.
3. THE SUBJECT PROPERTY IS DESCRIBED AS PARCEL 001 FOR MAP NUMBER 16118-15-11.
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9. THE SUBJECT PROPERTY IS DESCRIBED AS PARCEL 001 FOR MAP NUMBER 16118-15-11.
10. THE SUBJECT PROPERTY IS DESCRIBED AS PARCEL 001 FOR MAP NUMBER 16118-15-11.

South Carolina 811
 CALL 811
 1-800-811-8111
 24 HOURS BEFORE ANY EXCAVATION IN SOUTH CAROLINA
 CONTRACTORS MUST CALL OR VISIT OUR WEBSITE TO NOTIFY LOCATION

NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTING GRADE AND ELEVATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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PROJECT: SHAKESPEARE CROSSING PHASE TWO
 LOCATED NEAR THE CITY OF COLUMBIA
 RICHLAND COUNTY, SOUTH CAROLINA

STORM DRAINAGE & SANITARY SEWER PROFILES

PROVIDED FOR:
 COMMUNITY ASSISTANCE PROVIDER (CAP)
 MR. JAMIE DEVINE
 2000 W. BROADWAY STREET
 COLUMBIA, SC 29201
 (P) 803.771.4860
 (F) 803.771.4865

DATE: 01-09-2018
 REVISIONS: REVISED PER COUNTY COMMENTS

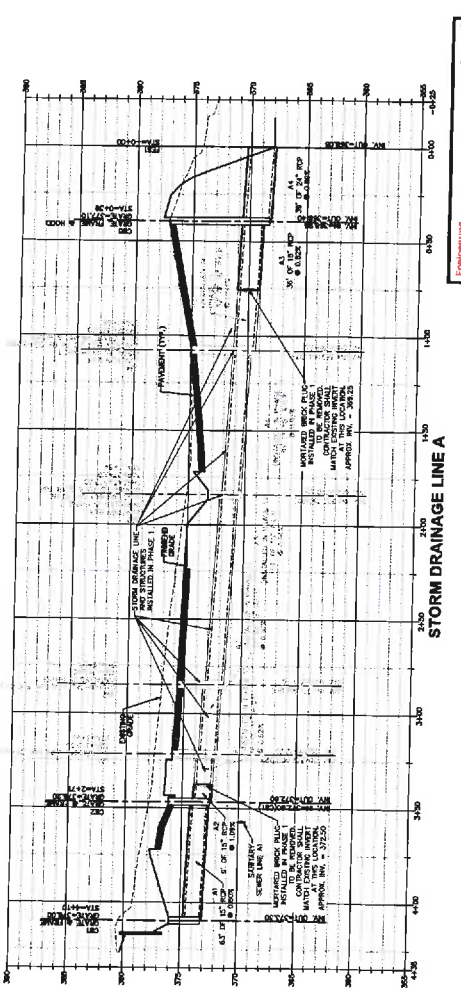
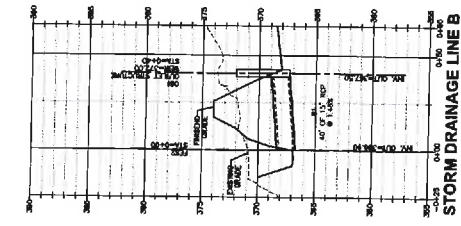
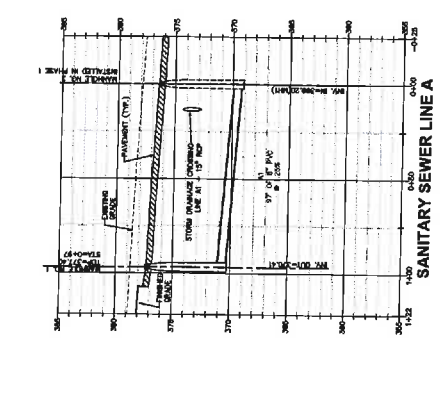
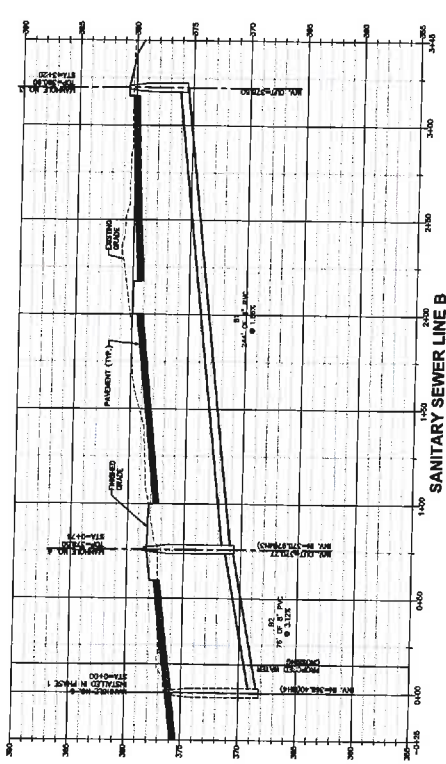
DATE: 01-09-2018
 DESCRIPTION: REVISED PER COUNTY COMMENTS

COMMITTEE OF JURISDICTION AREA

COX AND DRINKINS ENGINEERS - ARCHITECTS
 1000 W. BROADWAY, SUITE 100
 COLUMBIA, SC 29201
 (P) 803.771.4860
 (F) 803.771.4865
 www.coxanddrinkins.com

SCALE: 1" = 10'

DATE: 12/12/2017
 SHEET NO. C6 of 10
 PROJECT NO. 1525
 DRAWING NO. 1525-01



NOTES:
 1. OTHER UTILITY CROSSINGS MAY EXIST THAT ARE NOT SHOWN ON THIS DRAWING.
 2. AS SHOWN, PIPE LENGTHS ARE CENTER TO CENTER OF STRUCTURES.

SCALE: 1" = 10'

Approval

Representing

Richland County Department of Public Works Engineering

Reviewed: County Engineers has reviewed the drawings and they have been approved for construction with the exception of the changes noted on the drawing. All work to be conducted shall be pursuant to the applicable standards and specifications of the South Carolina Department of Transportation. For review and approval prior to any work being undertaken.

January 22, 2018

521 Year 100041

COX AND DRINKINS
ENGINEERS - SURVEYORS
COX AND DRINKINS, INC.
1000 W. 10TH STREET
COLUMBIA, SC 29201
(803) 733-5451
Fax: (803) 733-5452
Email: info@coxanddrinkins.com

PROFESSIONAL ENGINEER
No. 1000
Cox and Drinkins, Inc.
Professional Engineer
No. 1000

REVISIONS

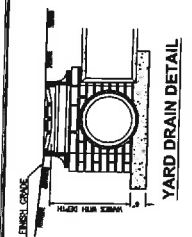
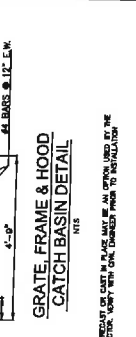
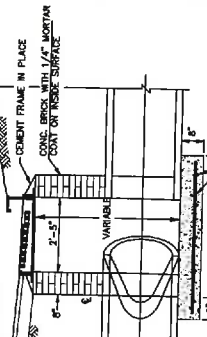
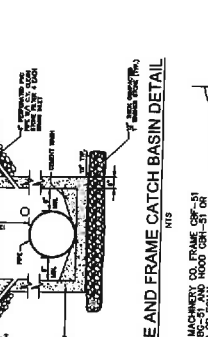
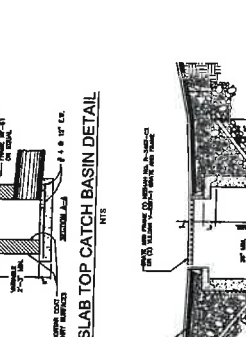
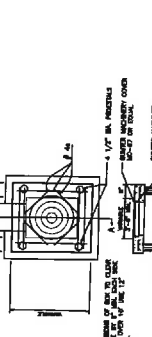
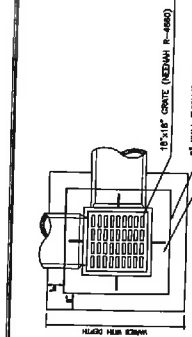
NO.	DATE	DESCRIPTION
1	01-08-2018	REVISED PER COUNTY COMMENTS

CERTIFICATE OF APPROPRIATION
COMMUNITY ASSISTANCE PROVIDER (CAP)
MR. JAMIE BEVINE
200 W. 10TH STREET
COLUMBIA, SC 29201
(803) 733-0650
(803) 771-6685

SHAKESPEARE CROSSING
PHASE TWO
RICHLAND COUNTY, SOUTH CAROLINA
DETAIL SHEET

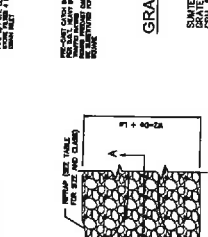
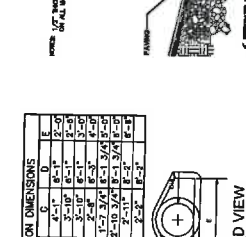
PROJECT NO. 2017-07
SHEET NO. 1588
DATE 12/12/2017

PROJECT: SHAKESPEARE CROSSING
LOCATED NEAR THE CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA



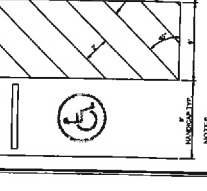
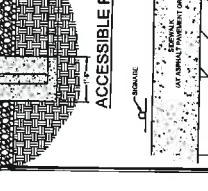
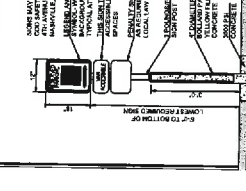
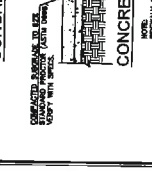
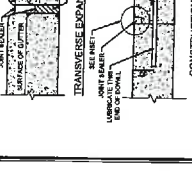
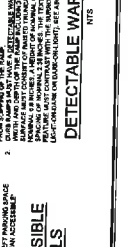
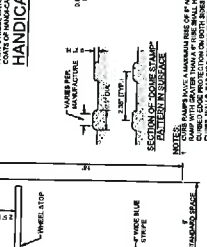
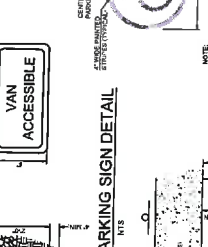
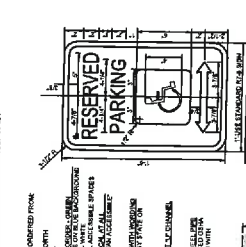
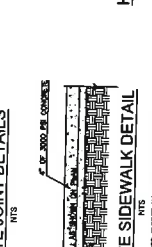
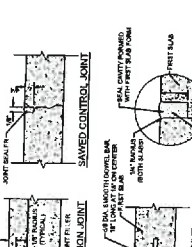
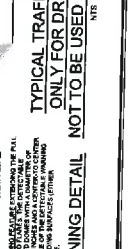
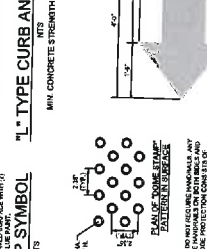
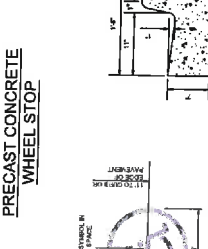
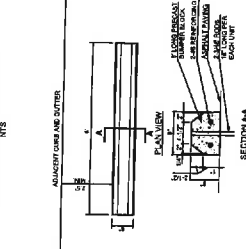
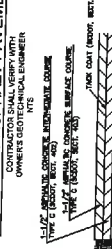
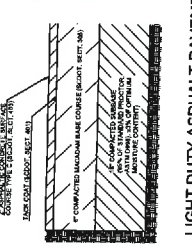
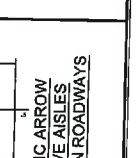
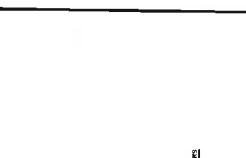
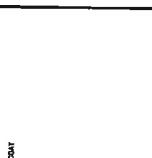
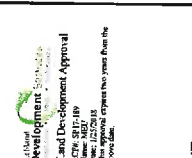
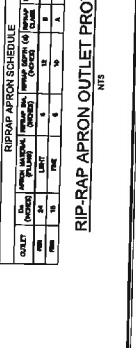
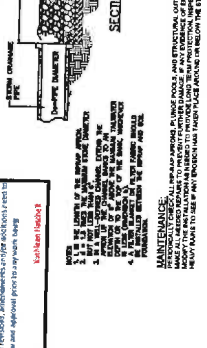
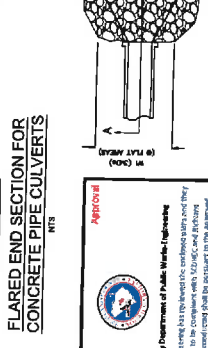
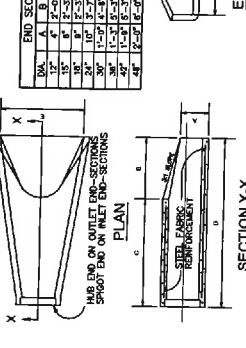
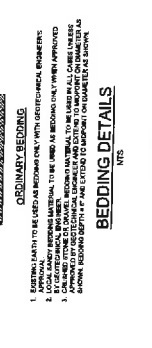
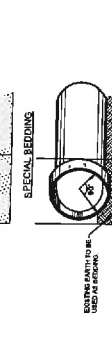
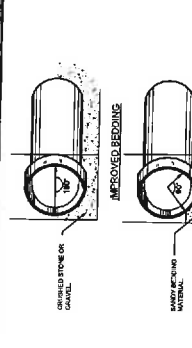
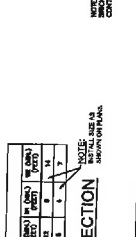
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SIZE	A	B	C	D	E
12"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
18"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
24"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
30"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
36"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
42"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"
48"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"



RIP-RAP APRON SCHEDULE

OUTLET	APRON	APRON WIDTH (ft)	APRON LENGTH (ft)	APRON HEIGHT (ft)	APRON SLOPE
12"	12"	12	12	12	1:1
18"	18"	18	18	18	1:1
24"	24"	24	24	24	1:1
30"	30"	30	30	30	1:1
36"	36"	36	36	36	1:1
42"	42"	42	42	42	1:1
48"	48"	48	48	48	1:1



COX AND DRINKINS
ENGINEERS - SURVEYORS
1000 W. COLLEGE BLVD.
COLUMBIA, SC 29208
803-724-9118
FAX: 803-724-9119
Email: cdx@coxanddrinkins.com

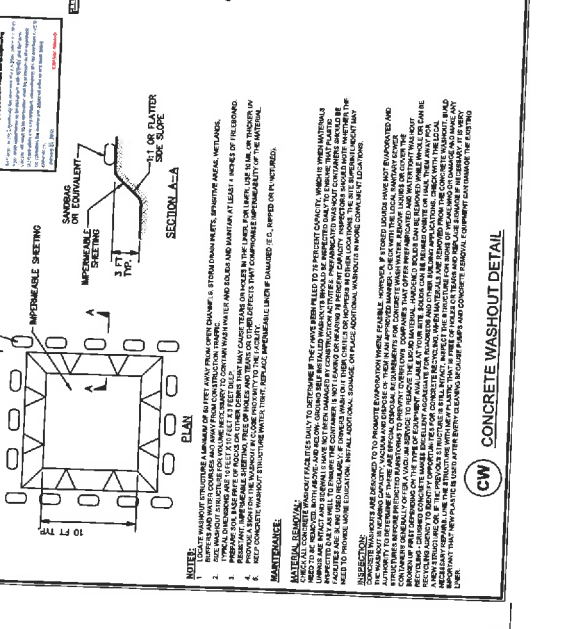
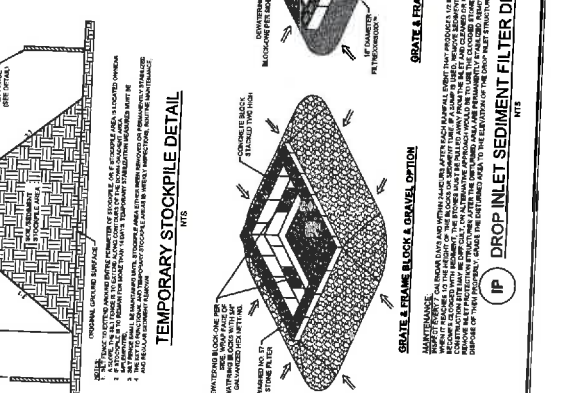
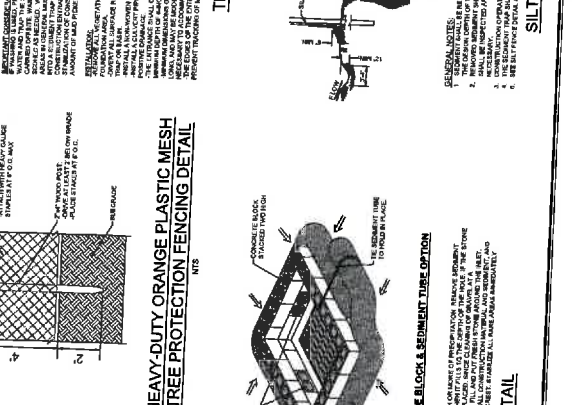
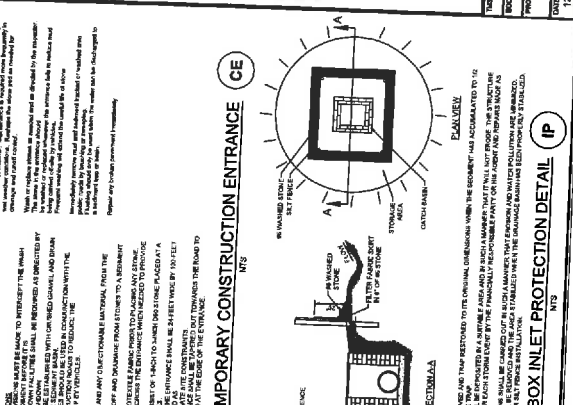
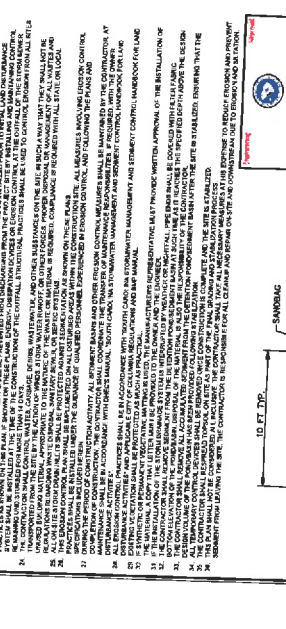
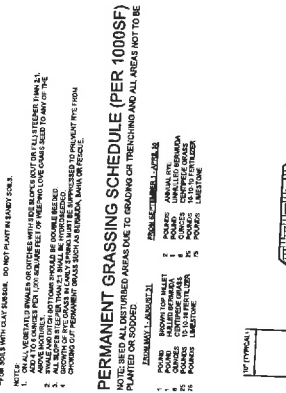
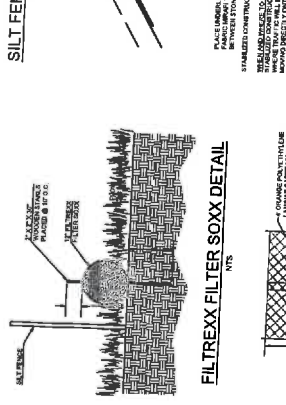
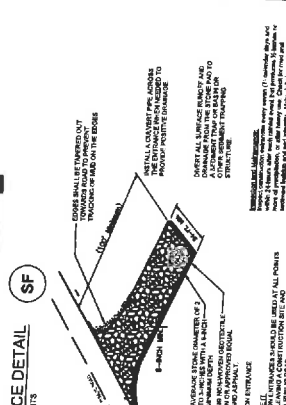
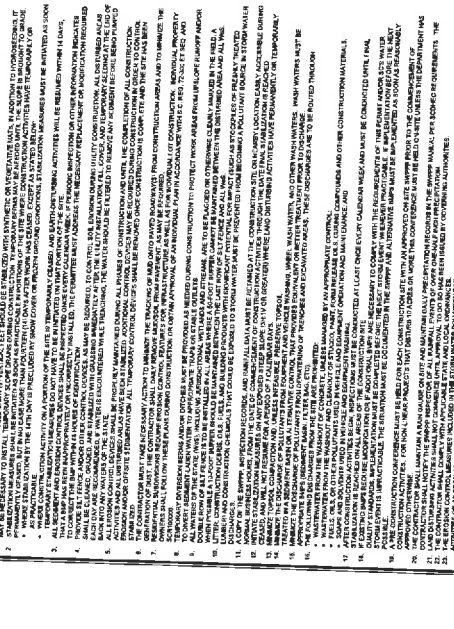
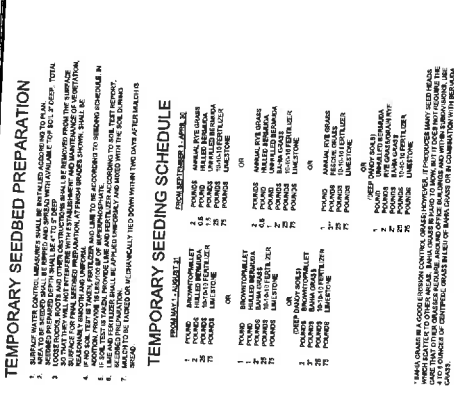
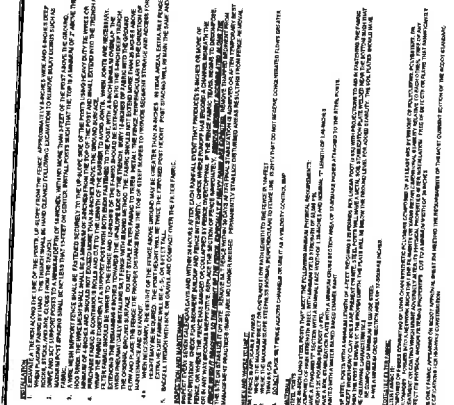
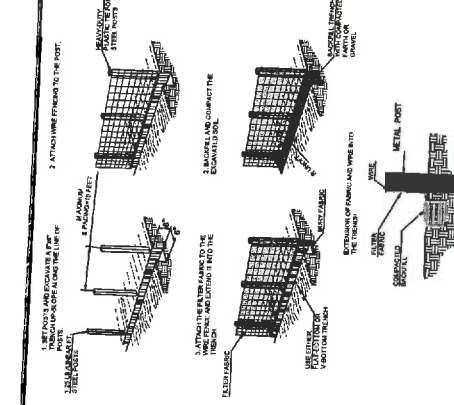
REGISTERED PROFESSIONAL ENGINEER
No. 10290
No. 10290
No. 10290

DATE: 01-08-2014
REVISIONS:

NO.	DATE	DESCRIPTION
1	01-08-2014	REVISED PER COUNTY COMMENTS

COMMUNITY ASSISTANCE PROVIDER (CAP)
MR. JAMIE DEWINE
2800 W. MAIN STREET
COLUMBIA, SC 29201
(803) 771-0060
(803) 771-0060

DETAIL SHEET
PROJECT: SHAKESPEARE CROSSING PHASE TWO
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
SHEET NO. C8 of 10
DATE: 12/12/2017



Material and Performance Specification Sheet

SC-159 Erosion Control Blanket

The standard for this material is as specified in the project manual and shall be in accordance with the specifications for this material. The material shall be a minimum of 1.5 inches thick and shall be composed of a minimum of 75% granular material and 25% organic material. The material shall be installed in accordance with the specifications for this material. The material shall be installed in accordance with the specifications for this material.

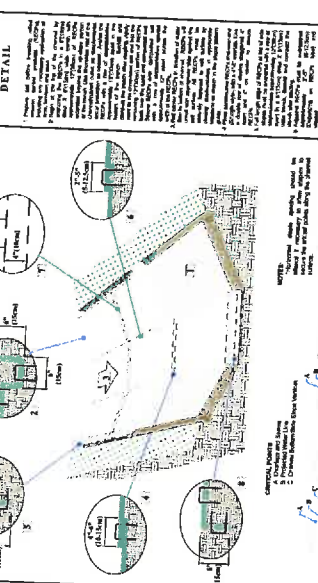
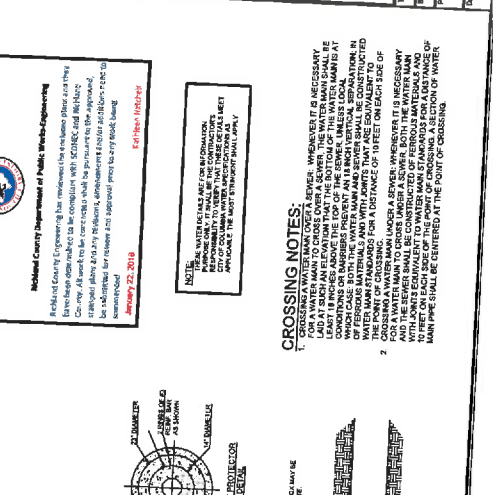
Material	Quantity	Unit	Remarks
SC-159 Erosion Control Blanket	10,000	Sq. Yd.	For 10,000 Sq. Yd. of Area

Performance Design Values

Material	Unit	Value
SC-159 Erosion Control Blanket	Sq. Yd.	10,000
SC-159 Erosion Control Blanket	Sq. Yd.	10,000
SC-159 Erosion Control Blanket	Sq. Yd.	10,000

EROSION CONTROL SPECIFICATION

The erosion control material shall be installed in accordance with the specifications for this material. The material shall be installed in accordance with the specifications for this material.

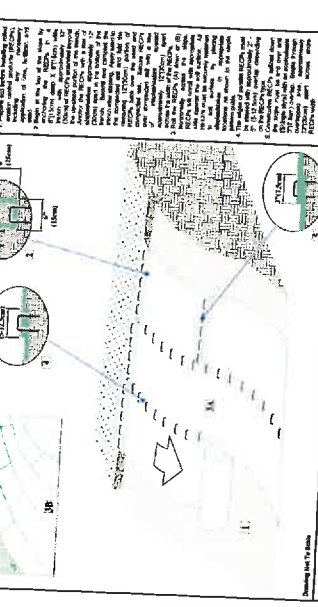
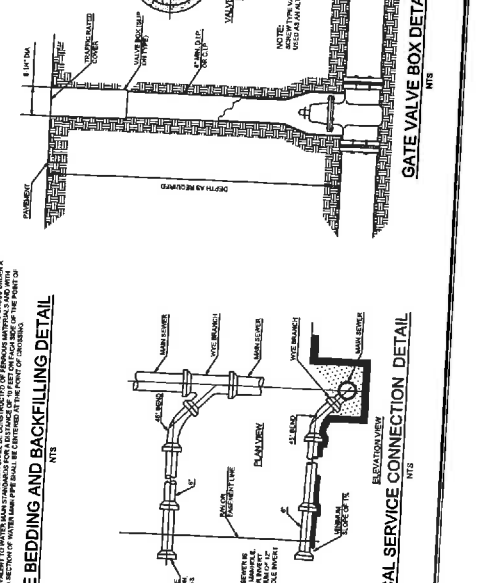


Channel Installation Detail Table

Material	Quantity	Unit	Remarks
Channel	10,000	Sq. Yd.	For 10,000 Sq. Yd. of Area

PIPE BEDDING AND BACKFILLING DETAIL

The pipe shall be installed in accordance with the specifications for this material. The material shall be installed in accordance with the specifications for this material.

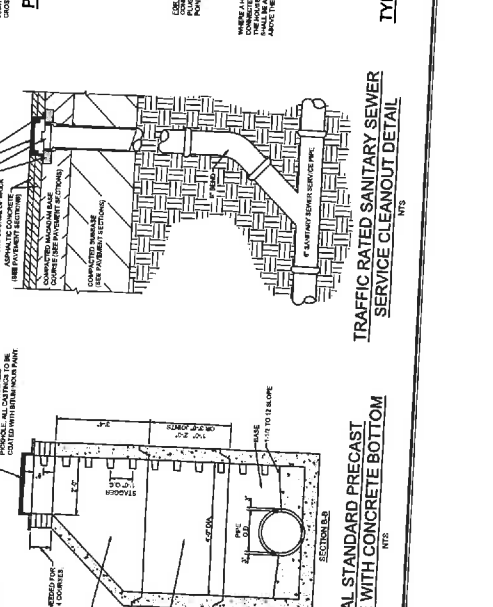


Slope Installation Detail Table

Material	Quantity	Unit	Remarks
Slope	10,000	Sq. Yd.	For 10,000 Sq. Yd. of Area

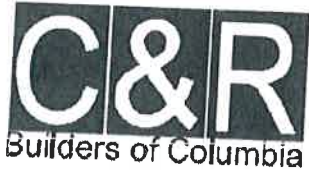
TRAFFIC RATED SANITARY SEWER SERVICE CLEANOUT DETAIL

The sanitary sewer service cleanout shall be installed in accordance with the specifications for this material. The material shall be installed in accordance with the specifications for this material.



ATTACHMENT B

Shakespeare Crossing Infrastructure Project Budget



C&R Builders of Columbia, LLC
 PO Box 210666
 Columbia, SC 29221 US
 803-386-7303
 candrbuilder@gmail.com

ADDRESS

Mr. Jamie Devine
 Community Assistance
 Provider
 2800 North Main Stree
 Columbia, South Carolina
 29203 USA

DATE 05/08/2018
EXPIRATION DATE 05/11/2018

SALES REP

Rodney Taylor

ACTIVITY

	AMOUNT
Site clearing	
Clear site in preparation for new buildings	18,112.00
Demo and haul off	
Storm drainage and systems	23,000.00
Site sewer	78,000.00
Site water	86,250.00
Site grading	62,100.00
Curbing and asphalt	40,250.00
	83,488.00

Revised shakespeare infrastructure

TOTAL

\$391,200.00

Accepted By

Jamie E. Devine

Accepted Date

5/10/18

Shakespeare Crossing Infrastructure Analysis

Activity	Unit Cost	Unit	Qty
Erosion Control (Silt Fence)	\$6.00	ft	360
Clearing & Grubbing	\$12,800.00	acres	3.5
Retention Pond	\$12.00	cubic yds	2200
Base Materials (8" Rock)	\$22.00	ton	2000
Base Materials (6" Rock)	\$22.00	ton	600
Asphalt(Installed)	\$170.00	ton	525
Curb & Gutter	\$235.00	cubic yds	55
Storm Drainage	\$75,000.00	ea	1
Sewer	\$65,000.00	ea	1
Water	\$50,000.00	ea	1

Prepared by Perkins Contractors & Engineers, LLC

Development Costs:

	Total Projected Cost	HOME (State)	HTF	HOME (PJ)	Source 1 Richland Co	Source 2 CAP
Acquisition Costs						
1. Land	0.00					
2. Existing Structures	0.00					
3. Other Infrastructure	431,448.00					
Subtotal	431,448.00					
Site Costs						
4. Demolition	0.00					
5. On-Site Improvements	0.00					
Subtotal	0.00					
Construction Costs						
6. New Building	0.00					
7. Rehabilitation	0.00					
8. General Requirements	0.00					
9. Contractor Profit & Overhead	0.00					
10. Other Contingency	0.00					
Subtotal	0.00					
Professional Fees						
11. Accountant	0.00					
12. Architect	0.00					
13. Attorney	0.00					
14. Consultant	0.00					
15. Other Survey/Engineering	0.00					
Subtotal	0.00					
Interim Costs						
16. Hazard/Liability Insurance	0.00					
17. Interest	0.00					
18. Payment/Performance Bond	0.00					
19. Title/Recording/Legal Fees	0.00					
20. Other	0.00					
Subtotal	0.00					
Financing Fees and Expenses						
21. Credit Report	0.00					
22. Loan Origination/Closing	0.00					
23. Title/Recording/Legal Fees	0.00					
24. Other	0.00					
Subtotal	0.00					
Soft Costs						
25. Appraisal	0.00					
26. Market Study	0.00					
27. Environmental Review	0.00					
28. Relocation Expenses	0.00					
29. Other Soil Borings	0.00					
Subtotal	0.00					
Development Reserves						
30. Rent-up Reserve	0.00					
31. Operating Reserve	0.00					
32. Developer Fees 5% (Acquisition)	0.00					
33. Developer Fees 15% (New, Rehab)	0.00					
34. Other 1st Year Taxes	0.00					
Subtotal	0.00					
35. TOTALS	431,448.00	0.00	0.00	0.00	376,448.00	55,000.00

Richland County Community Development Project Development Team

PROJECT NAME:	shakespeare Crossing	Project Type	Infrastructure
Street Address	6315 Shakespeare Road	Council District	3
Tax Map #	R14215-13-13	Congressional District	6

Developer	Community Assistance Provider	Non-profit	Yes	For-profit	
Street Address	2800 North Main Street	Contact Name	Jamie L. Devine		
City	Columbia	Telephone #	803.771.0050		
State	SC	Fax #	803.771.0505		
Zip	29201	Cell #	803.238.2880		
		e-mail Address	ldevine@communityassistance.com		

Co-Developer		Non-profit		For-profit	
Street Address		Contact Name			
City		Telephone #			
State		Fax #			
Zip		E-mail address			

Architect Company	RDS Design	Contact Name	Robert Simpkins		
Street address	821 Kinlock Court	Telephone #	803.447.4817		
City	Columbia	Fax #			
State	SC	E-mail address	simpkins8@aol.com		
Zip	29201				

Builder	C & R Builders	Contact Name	Rodney Taylor		
Street Address	P O Box 210666	Telephone #	803.386.7303		
City	Columbia	Fax #			
State	SC	E-mail Address	candrbuilders@gmail.com		
Zip	29221				

Sub-contractor	Johnson Construction	Contact Name	Corey Johnson		
Street Address	146 Saddlefield Road	Telephone	803.738.6483		
City	Columbia	Fax #			
State	SC	E-mail Address	coreyjohnson803@gmail.com		
Zip	29203				

Sub-contractor		Contact Name			
Street Address		Telephone #			
City		Fax #			
State		E-mail Address			
Zip					

Engineer:	Cox and Dinkins	Contact Name	Darren Holcombe		
Street Address:	724 Beltline Blvd.	Telephone #	803.254.0518		
City:	Columbia	Fax #	803.765.0993		
State:	SC	E-mail Address	darren@coxanddinkins.com		
Zip:	29205				

ATTACHMENT C

Shakespeare Crossing Infrastructure Project Timeline for Completion

Attachment C

COMMUNITY ASSISTANCE PROVIDER

2800 North Main Street, Columbia, SC 29201

Mailing Address

Post Office Box 2623, Columbia, SC 29202

Telephone / Fax

(803) 771-0050 / (803) 771-0505

Shakespeare Crossing Infrastructure Timeline

\$210,000 RC CDBG Contract - July 2, 2018 thru December 31, 2018

July 2018	Pre-construction meeting, permits, notifications, mobilization, demolition - clearing and grubbing of property, tree removal.
August - October 2018	Prepare site for construction: rough and mass grading the site, adjust temporary swales and/or diversion ditches, installation of temporary erosion control installation, sediment basins, installation of storm water management systems (retention pond)
October - December 2018	Installation of utilities, sewer and water lines, elder valves, inlet protections for each drainage structure, grading for preparation of building pads, SC DOT right of way cut-a-way and manhole.

\$176,000 RC CDBG Contract - January 2019 thru June 30, 2019

January – April 2019	Vertical Build 4 multi-family units, (funded by State Housing), crush and run install.
April – May 2019	Construction of curb and gutters and asphalt, clean out basins used for sediment control, fencing, landscaping,
May – June 30, 2019	As-Built Survey of retention pond, and other final approvals. Removal of temporary sediment controls test systems, permanent/final stabilization of all areas. Submittal of final documents, notice of termination etc...

Richland County Council Request for Action

Subject:

Request to provide funding to the Lourie Center

Notes:

November 15, 2018 – The committee recommended Council approve the Lourie Center's request of \$12,000. The funding source will be the General Fund.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Request to provide funding to the Lourie Center

Background

During the September 11, 2018 Council meeting, Councilperson Pearce brought forth the following motion:

“The Lourie Center recently lost funding from United Way necessary to continue operating a program that transports seniors to medical appointments and essential shopping. They are requesting Council provide \$12K in additional funding so that this program can continue”

The historical funding levels for the Lourie Center since fiscal year 2015 as approved by County Council is provided below:

Table 1. *Historical Funding Level for the Lourie Center*

	FY15	FY16	FY17	FY18	FY19
Lourie Center	\$159,600	\$159,600	\$159,600	\$159,600	\$159,600

Issues

Request from the Lourie Center for additional funding.

Fiscal Impact

If approved by Council, the appropriate funding source is the County’s General Fund in the amount \$12,000. This will require a budget amendment via three readings and a public hearing.

Past Legislative Actions

None.

Alternatives

1. Consider the motion and approve accordingly.
2. Consider the motion and do not approve accordingly.

Staff Recommendation

This is a Council initiated request. As such, staff will proceed as directed by Council.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RESOLUTION

**AUTHORIZING THE EXTENSION OF THE TERM OF THE LEASE
PURCHASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY,
SOUTH CAROLINA AND MARS PETCARE US, INC.; 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 4, Chapter 12, 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 a leasing arrangement 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; and

WHEREAS, on October 7, 1998, the County entered into that certain Lease Purchase Agreement (as amended, restated, supplemented and assigned, the “Lease Purchase Agreement”) by and between the County and Kal Kan Foods, Inc., a Delaware corporation (“Kal Kan”), which provided, in relevant part, that Kal Kan would locate certain property in the County (the “Project”) and that the County would provide fee-in-lieu of *ad valorem* tax incentives with respect to such property pursuant to the FILOT Act; and

WHEREAS, Mars Petcare US, Inc., a Delaware corporation (the “Company”) is the successor in interest of the Lease Purchase Agreement to Kal Kan; and

WHEREAS, at the request of the Company, which request was made prior to the end of the term of the Lease Purchase Agreement, and as an inducement for the Company’s continued operations in the County, the County pursuant to Section 4-12-30(C)(4) of the Act, desires to to extend the term of the Lease Purchase Agreement by ten (10) years.

WHEREAS, the Company and the County desire that such extension be documented by that certain First Amendment to Lease Purchase Agreement (the “First Amendment”), the substantially final form of which is attached as Exhibit A;

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Company, County Council hereby finds that an extension of the term of the Lease Purchase Agreement would provide a substantial public benefit by maintaining the tax base of the County and that the maintenance of the tax base of the County, is a proper governmental and public purpose.

Section 2. *Approval of Extension of Term.* The County hereby grants an extension of the term under the Lease Purchase Agreement pursuant to Section 4-12-30(C)(4) for ten (10) years. A copy of this Resolution and the First Amendment shall be delivered by the Company to the South Carolina Department of Revenue as provided by the Act.

Section 3. *Approval of First Amendment; Authorization to Execute and Deliver First Amendment.* The extension as described in this Resolution (“Resolution”), and as more particularly set forth in the First Amendment, with respect to the Project are hereby approved. The form, terms and provisions of the

First Amendment that is before this meeting are approved and all of the First Amendment's terms and conditions are incorporated in this Resolution by reference. The Chair of County Council ("Chair") is authorized and directed to execute the First Amendment 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 First Amendment and to deliver the First Amendment to the Company.

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 Resolution and the extension of the term of the Lease Purchaser Agreement.

Section 5. *Savings Clause.* The provisions of this Resolution are separable. If any part of this Resolution is, for any reason, unenforceable then the validity of the remainder of this Resolution is unaffected.

Section 6. *General Repealer.* Any prior resolution, or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Resolution is effective upon its approval by County Council.

RESOLVED this 4th day of December, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

Joyce Dickerson
Chair, Richland County Council

(SEAL)

ATTEST:

Kimberly Williams-Roberts
Clerk of Council, Richland County Council

EXHIBIT A
FORM OF FIRST AMENDMENT

WHEREAS, during the years 2018-2023 the Companies are considering investing up to an additional \$19 million in the County (“**Expansion Project**”); and

WHEREAS, as an inducement to the Companies to locate the Expansion Project in the County, the Companies have requested that the County (i) provide a ten-year extension of each of their Exemption Periods under the Existing FILOT Agreements (“**Extensions**”) and (ii) negotiate new FILOT agreements (“**New FILOT Agreements**”) with the Companies that provide for FILOT Payments with respect to the portions of the Expansion Project that constitute economic development property, as defined in the Act; and

WHEREAS, the County has determined that the Extensions and the New FILOT Agreements would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investments and by encouraging the retention of jobs and employment, the increase of ad valorem tax base, service, employment or other public benefits not otherwise provided locally; that the Extensions and the New FILOT Agreements give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Extensions and the New FILOT Agreements, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Extensions and the New FILOT Agreements will be greater than the costs.

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

Section 1. Statutory Findings and Determination. The County hereby finds and determines that the requested Extensions and the New FILOT Agreements would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Companies to maintain their investments and related employment in the County and to make additional investments; and give rise to no pecuniary liability of the County or a charge against the County’s general credit or taxing power.

Section 2. Approval of Ten-Year Extension of Exemption Periods under Existing FILOT Agreements. Pursuant to Section 12-44-30(21) of the Act and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly, the County hereby grants a 10-year extension of the 20-year Exemption Period under each of the Existing FILOT Agreements, for a total Exemption Period under each of the Existing FILOT Agreements of 30 years.

Section 3. Inducements. This Resolution is an inducement resolution for the Expansion Project for purposes of the Act. County Council identifies and reflects the Expansion Project by this Resolution, and adopting this Resolution permits expenditures made in connection with the Expansion Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the New FILOT Agreements and the Act.

Section 4. New FILOT Agreements. County Council commits to enter into the New FILOT Agreements, which will provide for FILOT Payments with respect to the portions of the Expansion Project that constitute economic development property. The further details of the

FILOT Payments and those agreements will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 5. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under this Resolution.

Section 6. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 7. Severability. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. Effective Date. This Resolution is effective after its approval by the County Council.

DONE, RATIFIED AND ADOPTED this ____day of _____, 2018.

RICHLAND COUNTY COUNCIL:

Chair

ATTEST:

Clerk
Richland County Council
Richland County, South Carolina

~#4821-3883-1737 v.3~11/27/18

STATE OF SOUTH CAROLINA)
)
) A RESOLUTION
COUNTY OF RICHLAND)

A RESOLUTION AUTHORIZING THE EXTENSION OF THE EXEMPTION PERIOD UNDER A DECEMBER 15, 1998 FEE-IN-LIEU OF TAXES LEASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND HURON TECH CORP., AS SUCCEEDED BY KEMIRA CHEMICALS, INC., AND AUTHORIZATION OF A NEW FEE-IN-LIEU OF TAXES AGREEMENT.

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 and the Code of Laws of South Carolina 1976, as amended, and the case law of the Courts of the State of South Carolina (the “**State**”), to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to acquire, or cause to be acquired, properties (which properties constitute “**projects**” as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize 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 provided locally;

WHEREAS, in the exercise of the foregoing powers, Huron Tech Corp. (which subsequently changed its name to FinnChem USA Inc. and which was subsequently succeeded, by merger, by Kemira Chemicals, Inc.) (the “**Company**”) and the County, have heretofore entered into a November 7, 1998 Inducement and Millage Rate Agreement (the “**1998 Inducement and Millage Rate Agreement**”) and a December 15, 1998 fee-in-lieu of taxes lease agreement (the “**1998 FILOT Agreement**”), providing for certain incentives, including, without limitation, payment of a fee-in-lieu of taxes with respect to the Project (as defined in the FILOT Agreement);

WHEREAS, the 1998 FILOT Agreement, at Sections 4.3 and 4.6(b), provides for a 20-year term (“**Exemption Period**”) during which period property placed in service under the 1998 FILOT Agreement will receive the fee-in-lieu of tax benefits provided thereunder;

WHEREAS, the Company has placed in service investments to date in the County of approximately \$48 million and presently employs approximately 52 people in the County;

WHEREAS, during the next five years, the Company anticipates making additional investments in the County of approximately \$20 million (the “**Expansion Project**”);

WHEREAS, as an inducement to the Company to locate the Expansion Project in the County, the Company has requested that the County (i) provide a ten-year extension of the Exemption Period under the 1998 FILOT Agreement (“**Extension**”) and (ii) negotiate a new FILOT agreement (“**New FILOT Agreement**”) with the Company that provides for FILOT Payments with respect to the portions of the Expansion Project that constitute economic development property, as defined in the Act; and

WHEREAS, the County has determined that the Extension and the New FILOT Agreement would directly and substantially benefit the general public welfare of the County by allowing the Company to complete the Project, by inducing the Company to make further investments and by providing the creation of jobs and employment, the increase of ad valorem tax base, service, employment or other public benefits not otherwise provided locally; that the Extension and the New FILOT Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Extension and the New FILOT Agreement, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the additional investments in the County and State are of paramount importance; and that the benefits of the Extension and the New FILOT Agreement and completion of the Project will be greater than the costs.

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

Section 1. Statutory Findings and Determination. The County hereby finds and determines that the requested Extension and the New FILOT Agreement would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to maintain its investments and related employment in the County and to make additional investments; and give rise to no pecuniary liability of the County or a charge against the County’s general credit or taxing power.

Section 2. Approval of Extension of Exemption Period. Pursuant to Section 12-44-30(13) of the Act and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly, the County hereby grants a 10-year extension of the 20-year Exemption Period under the 1998 FILOT Agreement (and, as applicable, the 20-year period referenced in the 1998 Inducement and Millage Rate Agreement), for a total Exemption Period of 30 years.

Section 3. Inducement. This Resolution is an inducement resolution for the Expansion Project for purposes of the Act.

Section 4. New FILOT Agreement. County Council commits to negotiate a New FILOT Agreement, which will provide for FILOT Payments with respect to the portion of the Expansion Project which constitutes economic development property, based on a six percent assessment ratio, a millage rate frozen at the lower of the millage rates in effect on June 30, 2018, or June 30, 2019, and a 30-year term. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 5. Identification of Project. County Council identifies and reflects the Expansion Project by this Resolution, and adopting this Resolution permits expenditures made in connection with the Expansion Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the New FILOT Agreement and the Act.

Section 6. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under this Resolution.

Section 7. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 8. Severability. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 9. Effective Date. This Resolution is effective after its approval by the County Council.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to County Council

~#4845-7042-3673 v.4~



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

Applicant must reside in Richland County.

Name: Timothy E. Davis

Home Address: 90 Hunters Pond Drive, Columbia SC 29229

Telephone: (home) 803 736-8029 (work) 803-397-6227

Office Address: 1225 Laurel Street, Columbia SC 29201

Email Address: Tdavis.acm@gmail.com

Educational Background: Business Degree, National Academy Certified Case Manager

Professional Background: Retired Air Force, Former Series 7 Financial Advisor and Insurance Agent, Former Vice President of Sales and Marketing Pharmacy

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

Name of Committee in which interested: Palmetto Health Richland Memorial Board of Trustee

Reason for interest: Have been on committees for the last 4 years. Chairperson of the Scholarship committee, Education Committee, Finance Committee

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

Geriatric Case Management, CEO Advanced Care Management, LLC, Former Pharmacy Executive, Former Financial Advisor, Former Insurance Agent, Former Manager Merrill Lynch, Former Project Manager (USAF), Retire Superintendant Information Management (USAF)

Presently serve on any County Committee, Board or Commission? Palmetto Richland Memorial

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 to 25

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

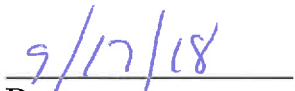
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes X _____ No _____

If so, describe: CEO Advanced Care Management, LLC. A community case management company working with Medicaid participants who are Nursing Home Eligible but want to remain in the community. _____

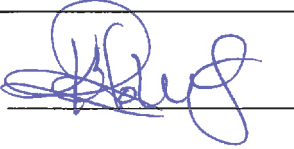

Applicant's Signature


Date

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

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

Applications are current for one year.

Staff Use Only		
Date Received: <u>9-17-18</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: Joel McCreary

Home Address: 2922 Duncan Street, Richland County, Columbia, SC 29205

Telephone: (home) (803) 603-3858 (work) Same

Office Address: Same as Home Address

Email Address: jm@msarch.net

Educational Background: BS Architecture, NC State University, 1978

Professional Background: Architecture, Firm Owner since 1992

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

Name of Committee in which interested: Richland County Airport Commission

Reason for interest: I have served one previous two year term, which expires this month. I have been Vice Chair of the Commission for some time. I have pilot instrument credentials and a background in airport design, grants, and funding. I would like to further contribute.

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

Please see attached aviation experience resume

Presently serve on any County Committee, Board or Commission? Richland County Airport Commission

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

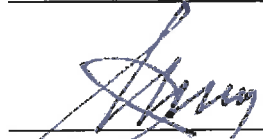
Yes _____ No No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No No _____

If so, describe: None



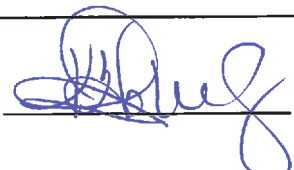
Applicant's Signature

September 6, 2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>9-6-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 445 of 535 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file

Career Aviation Experience Record

Joel McCreary, AIA
McCreary/Snow Architects, PA
P.O. Box 11143
Columbia, South Carolina 29211
Telephone (803) 771-6267

Education

University of North Carolina - Charlotte , General Studies 1970-1972
North Carolina State University, Bachelor of Environmental Design, Architecture, 1978, Cum Laude

Experience

Mr. McCreary is a registered Architect with 30 years of experience in programming, planning, design, construction documentation, bidding and negotiation, construction administration and project management.

Mr. McCreary has an extensive background in project architecture and project management ranging from low rise to high rise, new construction and renovation/rehabilitation programs throughout the country. His experience includes government agency, military, commercial, institutional, multi-family, aviation planning and design and private sector project types as well as direct heavy construction experience. Mr. McCreary has provided project management services on programs ranging from \$60,000 to \$27,000,000 in Construction and Design value.

Mr. McCreary is an instrument rated general aviation pilot.

Professional Affiliations

American Institute of Architects
South Carolina Chapter, AIA
Southern Building Code Congress
City of Columbia Board of Adjustments

Personal Aviation Project and Client Listings

East Cooper Airport, Charleston, SC
Charleston, South Carolina

Baton Rouge Metropolitan Airport
Terminal Planning, Louisiana

Fort Wayne Int'l. Airport Terminal
Modernization, Indiana

Pitt-Greenville Airport Terminal
Renovation, North Carolina

McGhee-Tyson Airport Terminal
Planning, Knoxville, Tennessee

Allentown-Bethlehem-Easton International
Terminal Planning, Pennsylvania

Southwest Georgia Regional Airport
Terminal Renovation, Albany, Georgia,

Charlotte Douglas International Airport
107.14 Security System, North Carolina

Bloomington - Normal Airport Terminal
Planning, Illinois

McEntire Air National Guard Base
Open End, Eastover, South Carolina

Muscle Shoals Regional Airport, Terminal
Design/Project Management Alabama

Columbia Metropolitan Airport Maintenance
Facility, South Carolina

Columbia Metropolitan Airport Maintenance
Facility, South Carolina

Jackson Municipal Airport Terminal
Planning/Concourse Addition, Mississippi

Albert J. Ellis Airport
Jacksonville, South Carolina

Kalamazoo International Airport, 107.14
Security System, Michigan

Capital Region Airport, 107.14 Security
System Lansing, Michigan

Air Cargo Facilities- Planning, Design,
Construction, Knoxville, Tennessee

Kent County International Airport
107.14, Grand Rapids, Michigan

Key Field Improvement Program
Meridian, Mississippi

Pope Air Force Base
Open End, North Carolina

Craven County Airport Terminal
Design, New Bern, North Carolina

Duke University Medical Center Helipad
Retrofit Feasibility Study, North Carolina

Aviation Project Descriptions

The following pages list and provide details regarding some of Mr. McCreary's project experience working with airports of all sizes throughout the midwest and eastern United States

Southwest Georgia Regional Airport, Albany, GA

Project Manager of a multi-phased terminal development program over a six year period. Program included terminal facility reroofing, baggage claim addition and renovation, terminal renovation and design and construction of an ARFF Maintenance Facility/Air Field Lighting Vault. Program costs exceeded \$2.38 million. In addition, served as client manager for airfield drainage, apron rehabilitation and airfield lighting programs. Responsibilities included, master planning, capital improvement budgeting, grant writing and procurement, Federal Aviation Administration coordination, design, construction administration, program close-out and client/Commission interface. Program was completed within 1/2 of 1% of established renovation, multi-phased budget.

Allentown-Bethlehem-Easton International

Mr. McCreary served as the Project Manager for the landside segments of a 20 year master plan including terminal facilities, parking and utilities. Planned terminal improvements exceeded \$21 million. Responsibilities included tenant/carrier interface, planning, design, budgeting, client/ Authority interface.

Baton Rouge Metropolitan Airport, Baton Rouge, Louisiana

Mr. McCreary served as the Project Manager for the landside planning segments of a 20 year master plan including terminal facilities, parking, utilities and a possible mid-field facility in conjunction with parallel runway development. Responsibilities include planning, design, budgeting, client/Authority interface.

Jackson Municipal Airport, Jackson, MS

Mr. McCreary served as Project Manager for the landside planning and design segment of a 20 year master plan including terminal and parking facilities. The program included the schematic design of a \$9,000,000 concourse expansion for MD-88 and B757 design aircraft.

Fort Wayne International. Airport Terminal Modernization, Fort Wayne, Indiana

Served as Program Manager for a \$30 million dollar Loop Access Roadway and Parking and Terminal Improvement Program and 107.14 Compliance Program. Project includes total reorganization of terminal area facilities. Responsible for design, cost estimating, grant writing, eligibility assessments, critical path management, project team management, tenant/carrier interface, disadvantaged business enterprise programming, Federal Aviation Administration coordination and Fort Wayne - Allen County Authority and Staff interface.

Albert J. Ellis Airport, Jacksonville, NC

Project Manager on a multi-phased terminal renovation and expansion program. Program entailed ticketing wing addition, holding and loading bridge addition, concessions addition, baggage claim addition and existing terminal renovation for a total program cost of approximately \$2.3 million. Responsibilities included design, program applications and grant writing, construction administration, Federal Aviation Administration coordination and client contact. Program was completed within 3% of established renovation budgets.

Pitt-Greenville Airport, Greenville, NC

Project Manager on a \$1.7 million expansion and renovation of the PGV Terminal. Program entailed ticketing, holding and rental car vendor improvements as well as total reorganization of facility circulation to accommodate a 247% increase in enplanements. Responsibilities included design, program grant applications and grant writing, construction administration and client contact. Program was completed within 2.5% of established renovation budget.

Bloomington - Normal Airport, Bloomington, Illinois

Served as Project Manager and client manager for a 20 year terminal area study and proposed new \$19 million terminal facility, access, parking and apron conceptual design, and program budgeting. Responsible for client/Authority interface. Currently involved in the conceptual design of detached rental car facilities.

McGhee-Tyson Airport, Air Cargo Facilities, Knoxville, TN

Project Manager responsible for the facilities planning and design of an \$8 million air cargo complex and redevelopment program. Responsibilities included tenant coordination for build-to-suit cargo facilities for Federal Express, United Parcel Service and Airborne Express. Facility planning, design, construction administration, project budgeting and lease documentation, project closeout and client/Authority contact services were also provided. Program was completed within 2.4% of established program budget.

McEntire Air National Guard Base

Project Manager for a two year indefinite delivery services contract which included the following projects: Reroof Miscellaneous Buildings (4), Repair F-16 Maintenance Dock, Construct Jet Engine Storage Shed, Hurricane Hugo Storm Damage Assessment and Repairs, Renovations/Repairs to Miscellaneous Buildings, Repairs to ARFF Facility, Construct Main Gate House and Construct Non-Destructive Test Lab. Project values exceed \$1.2 million. Responsibilities included Guard interface, budgeting, design and construction administration.

Glynco Jetport, Brunswick, Georgia

Project Manager for a \$400,000 remote holding room addition and terminal renovation. Responsibilities included, design, construction administration and client contact.

Key Field Improvement Program, Meridian, MS

Project Manager for a 20 year master plan for terminal development, terminal design and construction administration of a \$1.9 million renovation program. Project responsibilities entailed planning, design, construction administration, budgeting, grant procurement and administration, and client/City Council interface. Program was completed within 1/2 of 1% of established budget.

Golden Triangle Regional Airport, Columbus, MS

Program Manager for a \$3.3 million renovation and expansion of terminal facilities. Responsibilities included programming, design, budgeting, federal funding apportionment, critical path scheduling, disadvantaged business enterprise programming, client/Authority interface.

Muscle Shoals Regional Airport, Alabama

Program Manager for a \$1.4 million renovation and expansion of terminal facilities. Responsibilities included programming, design, budgeting, federal funding apportionment, critical path scheduling, disadvantaged business enterprise programming, Federal Aviation Administration coordination and client/Authority interface.

State of Michigan Contractor Prequalification Program for 107.14 Compliance Systems

Developed and authored the State of Michigan Contractor Prequalification Program for 107.14 Compliance Systems for all State of Michigan FAR 107.14 projects. Served as committee member in prequalification approval process.

Kalamazoo International Airport, Kalamazoo, Michigan

Project Manager for the Airport's \$852,000 FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

Capital Region Airport, Lansing, Michigan

Project Manager for the Airport's \$1.2 million FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

Kent County International Airport, Grand Rapids, Michigan

Project Manager for the Airport's \$2.1 million FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

East Cooper FBO

Mr. McCreary was the project architect for the development and construction of new FBO facilities for East Cooper Airport, Charleston, South Carolina. The facility included a 3,000 square foot annex and lounge area and a 5,000 square foot maintenance facility.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Christian P Norton
Home Address: 617 Old Manor Rd 29210
Telephone: (home) (803) 210-6345 (work) (803) 771-7000
Office Address: 1200 Hampton St
Email Address: NortonChristian@Att.net
Educational Background: Midlands Technical College
Professional Background: Columbia Marriott
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Hotel Board / A-tax
Reason for interest: Recommended

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

I have 14 years of a full service hotel experience

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

Any other information you wish to give?

Recommended by Council Member(s): Steve Gauthier

Hours willing to commit each month: Open

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: _____

Chetan B. A.
Applicant's Signature

10-17-18
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-19-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

CURRICULUM VITAE' OF:

**Christian Bernard Norton
624 Old Manor Road #617
Columbia, South Carolina 29210**

CAREER OBJECTIVE

To serve in a supervisory capacity, preferably in the Hotel/Motel industry, that requires the use of communication skills and technical knowledge in a job that challenges both.

WORK EXPERIENCE

Columbia Marriott, Columbia, South Carolina – Hotel Front Desk Clerk

October 2004 – Present

Welcomes guests by greeting them; answer questions; respond to requests. Register guests by obtaining/confirming room requirements; verify pre-registration; assign rooms; obtain information and signatures; issue room cards. Establish credit by verifying credit cards; directs guests to room by showing location on hotel map; provide information to guests by answering inquiries regarding hotel and other services guests may require, such as entertainment, shopping, business, and travel; collect revenue by entering services and charges; compute bills and obtain payment. Contribute to team effort by accomplishing related results as needed.

Masters Economy Inn, Columbia, South Carolina – Assistant Manager

September 1989 – October 2004

Assigned rooms to customers and ensured that they had a safe and comfortable stay at the facility; made hotel and other reservations by entering or telephoning requirements; checked availability; conveyed information to guests by receiving and transmitting messages, mail, facsimiles, packages, etc.

Carolina Coliseum, Columbia, South Carolina – Usher

April 1986 – December 1990

Directed people to their designated seats and enforced Coliseum seating rules and regulations.

SKILLS/QUALIFICATIONS

Customer Service, People Skills, Quality Focus, Professionalism, Energy Level, Multi-tasking, Dependability, Thoroughness, Phone Skills, Data Entry Skills, Listening

Curriculum Vitae' of:
Chris Bernard Norton
Page 2

EDUCATION

Midlands Technical College; Columbia, South Carolina – Communication Graphics
(November 1989 – November 1992)

W. J. Keenan High School; Columbia, South Carolina
(Graduated: June 1987)

REFERENCES

Available upon request.

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 is present and does not declare a vote or an abstention, his/her vote shall be recorded as "present but did not vote." ~~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.

A. Status of NAICS (North American Industry Classification System) Code Funding Limit (Size Standard)

Background

During OSBO AD Hoc Committee meeting that was held on July 10, 2018, the staff was directed 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.

NAICS Industry Description	Richland County Size Standards (in millions)	Charleston County Size Standards (in millions)	City of Savannah (Chatham County) Size Standards	SBA Size Standards (in millions)	SCDOT Size Standards (in millions)
Construction	\$7	\$7.5	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	\$7.5	N/A	\$7.5	\$7.5
Professional Services	\$3	\$7.5	\$500,000*	\$7.5	\$7.5
Engineering	\$2.5	\$7.5	N/A	\$15	\$15
Retail Trade and Services	N/A	N/A	N/A	\$7.5	\$7.5
Wholesale	\$2	\$7.5	N/A	N/A	N/A
Other Services (i.e. janitorial, landscape maintenance, communications, automotive,	N/A	\$7.50	N/A	N/A	N/A
Goods and Supplies	N/A	\$7.5	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	\$7.5	\$7.5

Action

The committee is asking Council to either continue with current approved size standards as is in the Ordinance or make any necessary modifications to increase it. Staff recommends no changes to the County’s current size standards. See an extracted copy of the Size Standard Ordinance No. 016-14HR.

Richland County, South Carolina

SLBE SCHEDULE OF SIZE STANDARD ELIGIBILITY REQUIREMENTS

1. Small Business Enterprise ("SBE")

A Small Business Enterprise, as defined by Section 2-639 of the Richland County Code of Ordinances, effective May 6, 2014, shall have the following size limitations:

a. The SBE must not have employed more than **fifty (50)** full-time employees at any one time during the last three years; and

b. The SBE must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than **\$7 million** for construction firms, specialty trade contractors, and manufacturing firms; not more than **\$3 million** for architectural firms; not more than **\$3 million** for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than **\$2.5 million** for engineering firms; and not more than **\$2 million** for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services).

c. If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. 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.


2. Eligibility for the SLBE Program

To be certified as being eligible to benefit from, the SLBE Program as an "SLBE" firm or an "SLBE Joint Venture", per Section 2-641(a)(2) of the Richland County Code of Ordinances, a firm (or each member firm of the Joint Venture) must comply with the size standards outlined in section 1 above. To be certified as being eligible to benefit from the SLBE Program as an "Emerging SLBE" firm, a firm must comply with the requirements of Sections 2-641 (e)(1) – (e)(4) of the Richland County Code of Ordinances.

ADOPTED THIS the 6th day of May, 2014.



Norman Jackson, Chair
Richland County Council

Attest: 
Michelle Onley
Interim Clerk of Council

B. SLBE Program Graduation 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. During the July 10, 2018 OSBO Ad Hoc Committee meeting, members of the Committee expressed concerns regarding the SLBE's programs GAR standards.

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."

Action

Pursuant to this ordinance, staff is recommending the following graduation for firms have exceeded the SLBE program's gross annual revenue (GAR) standards.

Please see below a copy of the (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

C. Status of the Mentor Protégé Program

Background

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). The Pilot Mentor Protégé Program is designed to motivate and encourage Prime Contractor (Mentor) firms to assist in developing the Small Local Business Enterprise (Protégés) located in Richland County and use one of the six (6) industry categories when developing MPP

Action

The committee recommends that Council approves the Drafted Mentor Protégé Program as a Pilot Program.

**Richland County Government
Office of Small Business Opportunity (OSBO)
2018 Mentor-Protégé Program
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 Richland County.
- 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.

- 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			

- 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.

- 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.
- 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 June30.

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 June30.
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.

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

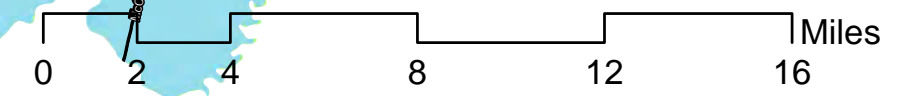
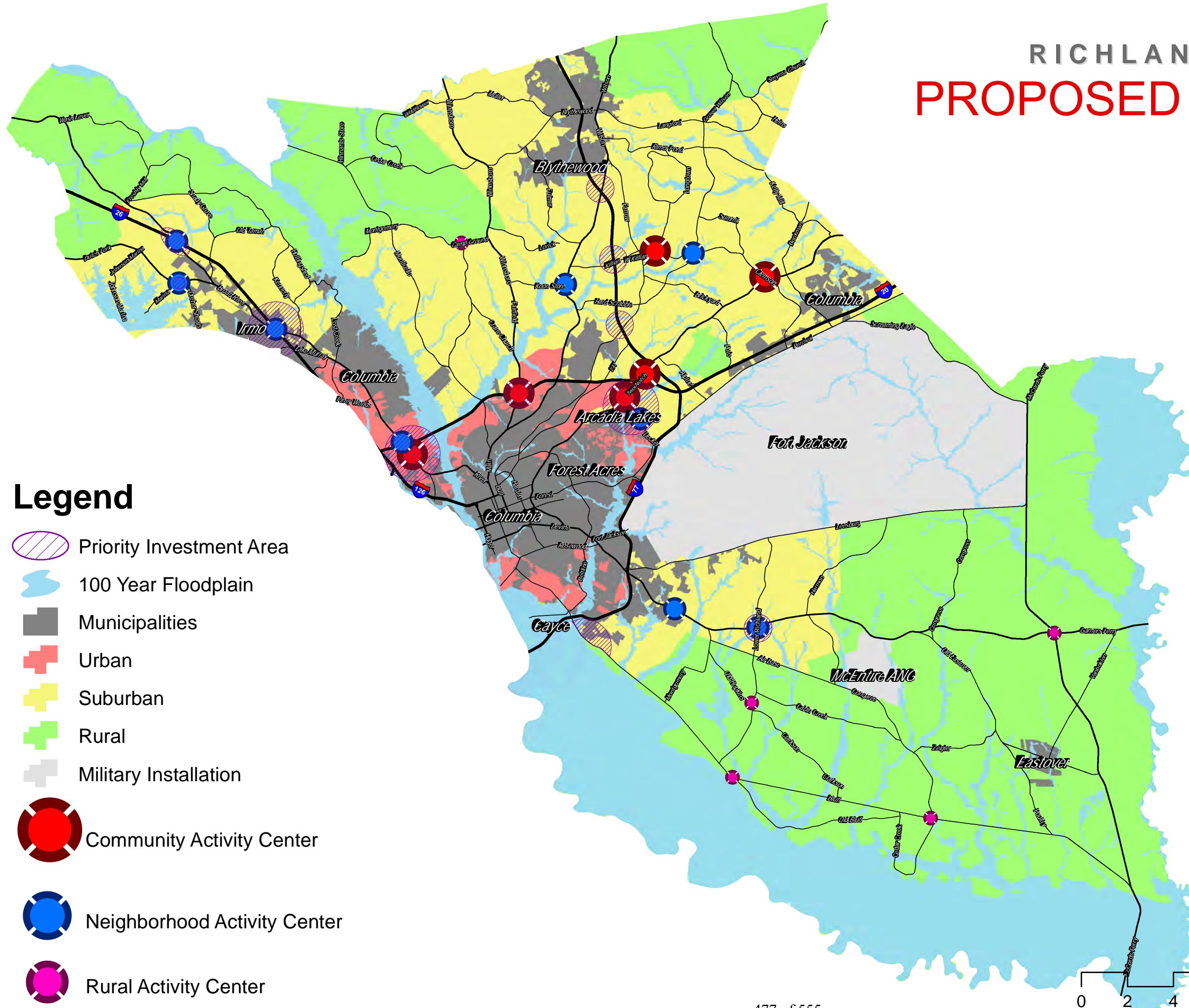
- Mixed Residential (High Density)
- Mixed-Use Corridor

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.



**County Council Meeting
Briefing Document**

Agenda Item

Pinewood Lake Park Foundation Inventory Disposition

Background

A meeting was arranged with the Pinewood Lake Park Foundation's (Foundation's) Executive Director (Director) on July 2, 2018 to discuss ongoing issues related to the activities at the Pinewood Lake Park (Park). Originally the following items were proposed for the meeting agenda:

- 1) Scheduling Activities and Reservations
- 2) Foundation Volunteers on-site
- 3) Inventory of items in house and out buildings
- 4) Status of the dam and repairs

After a request from the Director the meeting agenda was revised to also include the following items:

- Pinewood Lake Park Management Plan
- Reimbursement from managing and operating the park since May of 2015 through today. Including cleaning the house and outside restrooms through March of 2018
- Repairing the emergency spillway
CHAO and Associates are involved
- Cutting the trees from the dam (was supposed to be done since last year)
- Reimbursement for the \$75k for events at the park. (Need the Conservation Commission to send explanation of the decision of the Conservation Commission which was not relayed to the Grants Department)

The meeting was conducted on July 2, 2018. Attempts were made to discuss and resolve the agenda items (transcript can be provided upon request) including Item #3: Inventory and schedule of items in house and out buildings. During this discussion the Director stated there were items in the main house and out buildings on the property which were not owned by Richland County (County). The Director provided a list of items which were owned by the County (Attachment A), alleged a few things had gone missing, and wanted to make sure nothing else went missing.

After several requests by staff, an inventory meeting was scheduled for July 30, 2018 at the Park. During this meeting the Director went through the main house and out buildings marking all the property which was County-owned. All items not marked were items which do not belong to the County and presumably, therefore, belong to the Foundation. A list of these items was generated and provided to the Director for review and concurrence (Attachment B).

In addition to conducting the inventory, the Director stated she wanted to be monetarily reimbursed for various items such as security cameras, steel cables with yellow barricades, sinks and grill trays. County staff informed the Director during the inventory that we would complete the inventory and then get with County Administration to determine how best to proceed.

It was determined that County Council would need to provide direction on how to proceed with the inventory and reimbursement requests. The Director was informed of this decision on August 7, 2018. The Director responded on August 8, 2018 requesting us to wait until there is a new County Administrator in place (Attachment C). Please note, this correspondence does not respond to the accuracy of the inventory list developed.

Staff reviewed all invoices and requests for reimbursement, received from the Foundation, to determine if any of the inventory items claimed by the Foundation had been previously paid for by the County. Based on our research of the available records, only the security cameras and accompanying hardware, for which the Foundation is seeking monetary reimbursement, was reimbursed under hospitality tax dollars. Staff could not determine the County has paid for any of the other inventory items claimed by the Foundation.

Staff requests this issue be resolved as quickly as possible, so we can expedite the return of property to the Foundation, as it is in the best interest of the both parties: the Foundation and the County. As long as the Foundation has claims to property co-mingled with county property and on county property there is an opportunity for allegations the items have been mismanaged or misplaced.

Issues

Items claimed by the Foundation at Pinewood Lake Park should be returned to them as soon as possible as part of the implementation of the Conservation Commission's Management Plan for the Park.

Fiscal Impact

There is no cost associated with returning items to the Foundation, for which they claim ownership. Replacement of some items that are needed for the Park's efficient and effective operation would be covered by the Conservation Commission's budget.

There would be a fiscal impact should Council approve reimbursing the Foundation for the items noted above. That amount and funding source is TBD.

Past Legislative Actions

County Council approved the Conservation Commission taking over management and operations of the Pinewood Lake Park effective July 1, 2017.

Alternatives

1. Approve return of all requested items and reimburse the Foundation monetarily for items requested, except the security cameras and accompanying hardware.
2. Approve return of all requested items but do not reimburse the Foundation monetarily for items requested (instead, return items that can be returned without damage to or dismantling of county-owned property).
3. Do not return all requested items but do reimburse the Foundation monetarily for items requested, except the security cameras and accompanying hardware.
4. Do not return all requested items and do not reimburse the Foundation monetarily for items requested.
5. Consider this item and do not proceed in any way.

Staff Recommendation

Staff recommends returning all requested items which will not cause damage to or dismantling of county-owned property to the Foundation and not reimbursing them monetarily for the items the Foundation requested.

CAROLINA CONSULTANTS GROUP LLC
PO Box 186568
Columbia SC 29229
PH 803-463-0709

*County-owned property
only*

*PROVIDED by MS. HART during
2 July 2018 meeting*

CAROLINA CONSULTANTS GROUP LLC

Invoice on Furnishing; Decorating and repairs on main house at

Pine Wood Lake Park

October 12, 2015

Front Room \$4,320

Accessories, paintings (2), Pictures, window dressing, Plants (2); upgrade light fixtures

Middle Room \$5,580

Office suite, Rug, paintings; Plants (2); upgrade light fixtures

Back Room \$6,570

Office suite, Rug, paintings; Plants (2); upgrade light fixtures

Living Room \$8,448

Fireplace mantel, chairs (4) table, stand, 40" television, paintings, light fixtures over mantel, upgrade light fixtures, ceiling, rug, figurines, Potted decorative Plants (6); Sand and repaint wall and ceiling from cracks,

Dining Room \$7,880

Table and (6) chairs, paintings, accessories, curtains and accessories, cabinet fixtures, Potted plants and accessories; upgrade light fixtures

CAROLINA CONSULTANTS GROUP LLC
PO Box 186568
Columbia SC 29229
FH 802-63-0709

Sub Total **\$65,753**

Consultants Fee 11% **\$7,233**

Tax **\$4,208**

Total include Furniture; Materials; Fixtures; Tax; Accessories and Labor

TOTAL \$77,194

Liewendelyn Hart



Project Manager

CAROLINA CONSULTANTS GROUP LLC
PO Box 186568
Columbia SC 29229

BREAKFAST ROOM



DINING ROOM



BREAKFAST ROOM



DINING ROOM



KITCHEN



Tracy Hegler

From: Quinton Epps
Sent: Tuesday, August 7, 2018 5:03 PM
To: liewendelyn hart (liewendelynhart@gmail.com)
Cc: Tracy Hegler; ken@kendridders.com; sanders.virginia1@gmail.com; carolk2005@gmail.com; Nancy Stone-Collum; RANDY PRUITT
Subject: Inventory meeting follow-up
Attachments: Inventory July 31 2018 (00000002).docx

Good afternoon, Ms. Hart

As a follow-up to our inventory meeting that took place on Monday, July 30, 2018, please see attached list of items you identified as belonging to the Pinewood Lake Park Foundation (Foundation). In addition, it is my understanding you are requesting the County reimburse the Foundation for the following items:

- 1) Security camera power boxes and wiring.
- 2) The steel cables with yellow barricades that are used to block vehicular traffic in the Park.
- 3) The sink at Picnic Shelter 1 and grill tray at Picnic Shelter 3.

Administration has advised that only County Council has the authority to provide direction on this, especially as it pertains to a request for funding.

Please advise if it is your intention to remove, from the Park, the items noted on the attached list and seek reimbursement for those items noted above and we will prepare the information for County Council's consideration after their recess, in September.

Sincerely,

Quinton Epps

Division Manager
Community Planning & Development Department
803-576-2082
epps@rcgov.us

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From: Quinton Epps
Sent: Monday, July 30, 2018 2:53 PM
To: 'liewendelynhart'
Cc: Tracy Hegler; ken@kendridders.com; sanders.virginia1@gmail.com; carolk2005@gmail.com; Nancy Stone-Collum; RANDY PRUITT
Subject: RE: Notification and approval of events at Pinewood Lake Park

Ms. Hart,

We will be there to meet you at 10 am 31 July 2018 at the Main house.

Sincerely,

Quinton Epps

Division Manager
Community Planning & Development Department
803-576-2082
epps@rcgov.us

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From: liewendelynhart [<mailto:liewendelynhart@gmail.com>]
Sent: Monday, July 30, 2018 1:33 PM
To: Quinton Epps
Cc: Tracy Hegler; ken@kendriggers.com; sanders.virginia1@gmail.com; carolk2005@gmail.com; Nancy Stone-Collum
Subject: RE: Notification and approval of events at Pinewood Lake Park

Dear Mr. Epps,
The Foundation will meet on July 31, 2018 at 10:00 am to go over the inventory of what belongs to the Foundation. After the Foundation will arrange a date to remove their items.
Sincerely,
Liewendelyn Hart
Pinewood Lake Park Foundation
Executive Director

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Quinton Epps <Epps.Quinton@richlandcountysc.gov>
Date: 7/30/18 10:31 AM (GMT-05:00)
To: liewendelynhart <liewendelynhart@gmail.com>
Cc: Tracy Hegler <Hegler.Tracy@richlandcountysc.gov>, ken@kendriggers.com, sanders.virginia1@gmail.com, carolk2005@gmail.com, Nancy Stone-Collum <Stone-Collum.Nancy@richlandcountysc.gov>
Subject: RE: Notification and approval of events at Pinewood Lake Park

Ms. Hart,

Thank you for responding and letting us know the event listed for Aug 2 & 3, "Wet & Wild" is no longer scheduled for those dates so we can remove it from the reservation calendar. We appreciate your consideration in abiding by the rules. We look forward to your updated list and reservation information for your upcoming events. Please let me know if you have any questions and thanks again,

Sincerely,

Quinton Epps

Division Manager

Community Planning & Development Department

803-576-2082

epps@rcgov.us

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From: liewendelynhart [<mailto:liewendelynhart@gmail.com>]
Sent: Monday, July 30, 2018 8:21 AM
To: Quinton Epps
Cc: Tracy Hegler; ken@kendriggers.com; sanders.virginia1@gmail.com; carolk2005@gmail.com; Nancy Stone-Collum
Subject: Re: Notification and approval of events at Pinewood Lake Park

Dear Mr. Epps,

The schedule of events were sent to James Hayes with the proposal and approved by Country Council. The Foundation plans to abide by the rules as any other organization. The Foundation just received and signed the contract for the grant. The process will take a couple of weeks delaying the order of events through no fault of the Foundation but at the mercy of the County Finance Department. Whenever the requests are approved the Foundation will give you an updated list. If there is a conflict with another scheduled event the Foundation will move the event to an alternative site at the park owned by the Foundation.

Sincerely,

Liewendelyn Hart

Pinewood Lake Park Foundation

Executive Director

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Quinton Epps <Epps.Quinton@richlandcountysc.gov>

Date: 7/27/18 11:35 AM (GMT-05:00)

To: "liewendelyn hart (liewendelynhart@gmail.com)" <liewendelynhart@gmail.com>

Cc: Tracy Hegler <Hegler.Tracy@richlandcountysc.gov>, ken@kendriggers.com, sanders.virginia1@gmail.com, carolk2005@gmail.com, Nancy Stone-Collum <Stone-Collum.Nancy@richlandcountysc.gov>

Subject: Notification and approval of events at Pinewood Lake Park

Ms. Hart,

We received the attached event list regarding the Pinewood Lake Park Foundations (Foundations) proposed activities at the Pinewood Lake Park (Park) for the upcoming fiscal year FY2019. We have not received any other communications regarding these events. We encourage the use of the Park by the Foundation and other groups. In order to avoid any misunderstandings or scheduling conflicts applicants must provide proper notification of an event and receive approvals to conduct an event at the Park. If the rules are not followed and approvals not granted, we cannot ensure the facility will be available and will not accept liability for the potential unavailability of the facility. This liability is solely with the requesting group or applicant.

The first event listed by the Foundation for FY2019, "Wet and Wild Family Event", is scheduled for Aug 2 & 3 from 12 to 7 pm. If you still plan to conduct this event, please submit the necessary applications and request forms which are attached. We make this request in order to avoid any misunderstandings or scheduling conflicts within the Park. We will need the same information for each of the Special Events listed on the attached.

Please note the Conservation Commission (Commission) only manages the facility and not the use of Hospitality-Tax (H-Tax) funds. Review, approval and reimbursement for H-Tax expenditures must be coordinated with the grants office and not the Commission.

The Conservation Division on behalf of the Commission encourages the Foundation to provide quality events and promotions at the Park in keeping with the terms of the H-tax Grant program. We also encourage the continued involvement with its volunteers to keep the Park an integral part of the Lower Richland Community. Please let me know if you have any questions.

Sincerely,

Quinton Epps, CFM, CEPSCI
Division Manager
Richland County Government
Community Planning & Development Department
Conservation Division
epps@rcgov.us<<mailto:epps@rcgov.us>>

P 803-576-2082 F 803-576-2088

2020 Hampton St.
3rd Floor, Rm 3063A
Columbia, SC 29204

rcgov.us<<http://www.rcgov.us/>>

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Pinewood Lake Park Inventory Report

On Tuesday, July 31st 2018 an official inventory was conducted at the Pinewood Lake Park Main House and property structures. Four (4) people were present from the Pinewood Lake Park Foundation (Foundation) and three (3) Richland County staff. The purpose of the inventory was to detail which items in the house belonged to the Foundation. Marking material was placed on all items that belong to Richland County. Items that are not marked and therefore belong to the Foundation will be removed from the house on a date agreed upon by both parties. The following document details the items that belong to the Foundation in each room of the Main House and surrounding structures.

Main Living Room:

- Popcorn Machine
- All items in the Television Stand/Dresser
- All items in the closet locating in the living room
- Bulletin Board
- Clock on top of fireplace mantle
- "TERK" TV antenna

Kitchen

- Fire Extinguisher
- Three small hanging black mirrors
- Small hanging painting

All items contained within the lower and upper cabinets, cupboards, oven, dish washer, kitchen counters, and refrigerator belong to the Foundation. All the kitchen appliances themselves are Richland County property. It was noted by Mrs. Hart that she had some issues with her taxes when the refrigerator unit was purchased and discussion about ownership should take place.

Foyer/Waiting Room/Hallway

- All items that are on the built-in shelves in the corners of the room
- All items on top of the glass table
- Sofa
- Wood Stove
- Wooden Dining Table and decorative items
- Two wooden chairs
- Small Trash Bin
- All Items contained in the Hallway closet

Back Bedroom/Bathroom

- All items contained in and on wooden desk and low table and in fireplace

- Hanging Clock
- All items in the closet
- Three small hanging bathroom mirrors
- All Toiletry items and small trash bin

Front Bedroom

- Hanging mirror
- All items in the bedroom closet
- All items in or on top of wooden desk

Main Bathroom

- All items except for the sink and toilet

Back Entrance Room and Basement

- All Miscellaneous items in the back entrance room
- All items located in the back entrance room closet
- All items located near the entrance to the basement and on the shelves leading down the basement stairs

Front Room/Antique Room

- All historical items on the shelves and shelving units
- All items on the Glass table
- All items in closet
- APC Battery Backup and Surge Protection Unit
- Former security system cameras that were replaced by Richland County cameras

Mrs. Hart stated that when the new camera system was set up, the cameras were attached to power boxes and wiring that belongs the Foundation. Mrs. Hart stated that their modems, power boxes, and electrical wiring were now considered as defective equipment. She said the cameras were no good without the modems, power boxes, and electrical wiring and that she wanted to be reimbursed for these items. Mr. Epps stated this would need to be determined by County Administration.

Structures on Park Grounds

- All Items within the cinder block storage shed are considered Foundation property except for chairs, tables, and structural items.
- The steel cables with yellow barricades that are used to block vehicular traffic in the Park are Foundation property. Ms. Hart stated she wanted to be reimbursed for these items. Mr. Epps stated this would need to be determined by County Administration.

- The sink at Picnic Shelter 1 and grill tray at Picnic Shelter 3 were replaced by the Foundation. Ms. Hart stated she wanted to be reimbursed for these items. Mr. Epps stated this would need to be determined by County Administration.
- All Master Locks on Park grounds are Foundation property. Mr. Epps stated all the locks would be replaced and the existing locks would be returned to the Foundation.

DRAFT

Tracy Hegler

From: liewendelyn hart <liewendelynhart@gmail.com>
Sent: Tuesday, August 21, 2018 10:32 AM
To: Quinton Epps; KIMBERLY WILLIAMS-ROBERTS; Norman Jackson; LARRY SMITH
Subject: Re: Inventory meeting follow-up

On Wed, Aug 8, 2018 at 4:54 PM, Liewendelyn hart <liewendelynhart@gmail.com> wrote:

Mr. Epps,

I am not sure what you are referring to. Please wait until Richland County have an Administrator or an Acting or Interim Administrator in place before you make these decisions. There is a lot over the past four years where some things are with Administration and some with the Conservation Commission. Until you can work with the Foundation to figure it out I will await until someone is in charge to address your concerns.

Respectfully ,

Liewendelyn Hart

Pinewood Lake Park Foundation E/D

Sent from my iPhone

> On Aug 7, 2018, at 5:03 PM, Quinton Epps <Epps.Quinton@richlandcountysc.gov> wrote:

>

> Good afternoon, Ms. Hart

>

> As a follow-up to our inventory meeting that took place on Monday, July 30, 2018, please see attached list of items you identified as belonging to the Pinewood Lake Park Foundation (Foundation). In addition, it is my understanding you are requesting the County reimburse the Foundation for the following items:

>

> 1) Security camera power boxes and wiring.

> 2) The steel cables with yellow barricades that are used to block vehicular traffic in the Park.

> 3) The sink at Picnic Shelter 1 and grill tray at Picnic Shelter 3.

>

> Administration has advised that only County Council has the authority to provide direction on this, especially as it pertains to a request for funding.

>

> Please advise if it is your intention to remove, from the Park, the items noted on the attached list and seek reimbursement for those items noted above and we will prepare the information for County Council's consideration after their recess, in September.

>

> Sincerely,

>

> Quinton Epps

> Division Manager

> Community Planning & Development Department

> 803-576-2082

> epps@rcgov.us<mailto:epps@rcgov.us>

>

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>
> From: Quinton Epps
> Sent: Monday, July 30, 2018 2:53 PM
> To: 'liewendelynhart'
> Cc: Tracy Hegler; ken@kendriggers.com; sanders.virginia1@gmail.com; carolk2005@gmail.com; Nancy Stone-Collum; RANDY PRUITT
> Subject: RE: Notification and approval of events at Pinewood Lake Park

>
> Ms. Hart,
>
> We will be there to meet you at 10 am 31 July 2018 at the Main house.

>
> Sincerely,
>
> Quinton Epps
> Division Manager
> Community Planning & Development Department
> 803-576-2082
> epps@rcgov.us<mailto:epps@rcgov.us>

>
> CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately, and destroy all copies of the original message.

>
> From: liewendelynhart [mailto:liewendelynhart@gmail.com]<mailto:[mailto:liewendelynhart@gmail.com]>
> Sent: Monday, July 30, 2018 1:33 PM
> To: Quinton Epps
> Cc: Tracy Hegler; ken@kendriggers.com<mailto:ken@kendriggers.com>; sanders.virginia1@gmail.com<mailto:sanders.virginia1@gmail.com>; carolk2005@gmail.com<mailto:carolk2005@gmail.com>; Nancy Stone-Collum
> Subject: RE: Notification and approval of events at Pinewood Lake Park

>
>
> Dear Mr. Epps,
> The Foundation will meet on July 31, 2018 at 10:00 am to go over the inventory of what belongs to the Foundation. After the Foundation will arrange a date to remove their items.

> Sincerely,
> Liewendelyn Hart
> Pinewood Lake Park Foundation
> Executive Director

>
> Sent from my T-Mobile 4G LTE Device

>
> ----- Original message -----
> From: Quinton Epps <Epps.Quinton@richlandcountysc.gov><mailto:Epps.Quinton@richlandcountysc.gov>>

> Date: 7/30/18 10:31 AM (GMT-05:00)
> To: liewendelynhart <liewendelynhart@gmail.com<mailto:liewendelynhart@gmail.com>>
> Cc: Tracy Hegler <Hegler.Tracy@richlandcountysc.gov<mailto:Hegler.Tracy@richlandcountysc.gov>>, ken@kendriggers.com<mailto:ken@kendriggers.com>, sanders.virginia1@gmail.com<mailto:sanders.virginia1@gmail.com>, carolk2005@gmail.com<mailto:carolk2005@gmail.com>, Nancy Stone-Collum <Stone-Collum.Nancy@richlandcountysc.gov<mailto:Stone-Collum.Nancy@richlandcountysc.gov>>
> Subject: RE: Notification and approval of events at Pinewood Lake Park
>
> Ms. Hart,
>
> Thank you for responding and letting us know the event listed for Aug 2 & 3, "Wet & Wild" is no longer scheduled for those dates so we can remove it from the reservation calendar. We appreciate your consideration in abiding by the rules. We look forward to your updated list and reservation information for your upcoming events. Please let me know if you have any questions and thanks again,
>
> Sincerely,
>
> Quinton Epps
> Division Manager
> Community Planning & Development Department
> 803-576-2082
> epps@rcgov.us<mailto:epps@rcgov.us>
>
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>
> From: liewendelynhart [[mailto:\[liewendelynhart@gmail.com\]\(mailto:liewendelynhart@gmail.com\)](mailto:liewendelynhart@gmail.com)]<mailto:[[mailto:\[liewendelynhart@gmail.com\]\(mailto:liewendelynhart@gmail.com\)](mailto:liewendelynhart@gmail.com)]>
> Sent: Monday, July 30, 2018 8:21 AM
> To: Quinton Epps
> Cc: Tracy Hegler; ken@kendriggers.com<mailto:ken@kendriggers.com>; sanders.virginia1@gmail.com<mailto:sanders.virginia1@gmail.com>; carolk2005@gmail.com<mailto:carolk2005@gmail.com>; Nancy Stone-Collum
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> Pinewood Lake Park Foundation
> Excutive Director
>

> Sent from my T-Mobile 4G LTE Device

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> ----- Original message -----

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> Date: 7/27/18 11:35 AM (GMT-05:00)

> To: "liewendelyn hart (liewendelynhart@gmail.com<mailto:liewendelynhart@gmail.com>)"
<liewendelynhart@gmail.com<mailto:liewendelynhart@gmail.com>>

> Cc: Tracy Hegler <Hegler.Tracy@richlandcountysc.gov<mailto:Hegler.Tracy@richlandcountysc.gov>>

<ken@kendriggers.com<mailto:ken@kendriggers.com>

>, sanders.virginial@gmail.com<mailto:sanders.virginial@gmail.com>

>, carolk2005@gmail.com<mailto:carolk2005@gmail.com>

>, Nancy Stone-Collum <Stone-Collum.Nancy@richlandcountysc.gov<mailto:Stone-Collum.Nancy@richlandcountysc.gov>>

> Subject: Notification and approval of events at Pinewood Lake Park

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>

> Sincerely,

>

> Quinton Epps, CFM, CEPSCI

> Division Manager

> Richland County Government

> Community Planning & Development Department

> Conservation Division

> eppsq@rcgov.us<mailto:eppsq@rcgov.us<mailto:eppsq@rcgov.us%3cmailto:eppsq@rcgov.us>>

>

> P 803-576-2082 F 803-576-2088

>

> 2020 Hampton St.

> 3rd Floor, Rm 3063A
> Columbia, SC 29204
> [rcgov.us](http://www.rcgov.us)<<http://www.rcgov.us>/>
>

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> <winmail.dat>

Richland County Council Request for Action

Subject:

Department of Juvenile Justice – Staff Recommendation of O’Neil Court for a new location

Notes:

November 27 – The committee recommended to allow the use of the County’s 144 O’Neil Court property to house the Department of Juvenile Justice and authorize the funding for the up-fit of the building.

**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



Memorandum

07 November 2018
CP 01-06

From: Michael A. Niermeier, Capital Projects Manager
To: Dr. Sandra Yudice, Assistance Administrator

CC: Mr. Edward Geumeo, Interim County Administrator
Ms. Jeanette McBride, Richland County Clerk of Court
Mr. Freddie Pough, Director, South Carolina Department of Juvenile Justice
Ms. Katherine Pierson, Juvenile and Family Relations, South Carolina Department of Juvenile Justice
Ms. Monique McDaniels, Senior Strategist, South Carolina Department of Juvenile Justice
Mr. Randy Pruitt, Director, Operational Services
Hon. Tomothy Edmond, Chief Magistrate, Richland County Summary Court

Subject: Department of Juvenile Justice (DJJ) Space Needs Meeting, November 7, 2018

This memorandum serves as a record of decisions made during the subject meeting among Richland County, Clerk of Court, and Department of Juvenile Justice. The purpose of the meeting was to clarify information and develop an acceptable plan for relocation of DJJ from the Richland County Court House. A staff recommendation will be presented to County Council for action.

The following decisions and actions were agreed upon.

1. DJJ favors using the County's 144 Oneil Court property as a long term solution to address their space needs.
2. The Clerk of Court has agreed to allow DJJ personnel to remain in the Courthouse no later than March 31, 2019, to allow the County to up fit the Oneil Court property and for DJJ to begin procurement actions for relocating their server and network.
3. County Staff will submit a recommendation for property use to the Property Distribution Management Ad Hoc Committee asking permission to up-fit the Oneil Court property for use by DJJ. This request will include a cost estimate.

Please let me know if there are further questions.

Michael A. Niermeier
Capital Projects Program Manager

Recommendations- DJJ Space Needs

- Issue: DJJ will lose all of its space in the Court House in December 2018. Richland County is responsible to provide an adequate facility for DJJ.
- Discussion: Richland County has property available for immediate reconfiguration and use to meeting the space needs of the DJJ personnel.
- Recommendation: Utilize the County Property located at 144 O'Neil Court for DJJ offices.

Department of Juvenile Justice

- In July 2017, DJJ had and estimated 6,278 usable square feet in the Judicial Center
- The 144 O'Neal Court property provides 7,865 sf plus parking on .735 acres



Richland County Council Request for Action

Subject:

COMET Request for a temporary bus stop on the Dillard's property at Columbia Place Mall

Notes:

November 27, 2018 – The committee recommended to authorize the COMET to construct a permanent bus stop and transfer site (aka “Protection Connection Zone at Columbia Place Mall”) on the County’s Columbia Place Mall property contingent on the COMET providing a revised location that addresses the concerns noted in Committee.



TO: Chair of Richland County Council

FROM: John Andoh, Executive Director/CEO

CC: N/A

DATE: October 2, 2018

SUBJECT: Proposal for Columbia Place Mall Connection Protection Zone

Purpose: Provide a brief background on the need for a transfer facility within the Columbia Place Mall (CPM) property, which is now owned by Richland County

Background: The Central Midlands Regional Transit Authority (CMRTA), hereafter The COMET, operates several routes within the vicinity of CPM:

- **The 501:** mainline trunk route operating service between Downtown Columbia and CPM via Two Notch Rd;
- **Route 53X:** express route operating between Downtown Columbia and the Killian Rd Walmart via SC-277 and I-77 with an intermediate stop at CPM;
- **Route 55:** local route operating between Columbia Place Mall and The Village at Sandhill via Two Notch Rd;
- **Route 75:** local route operating between the Forest Drive Walmart and Midlands Technical College Northeast via Percival Rd, Decker Blvd, and Parklane Rd. This route is scheduled to begin serving CPM in Spring 2019.

Three routes (The 501, Route 53X, and Route 55) directly serve CPM. For the month of July of 2018, these routes generated a total of 27,336 boardings, the equivalent to 12.1% of all boardings for The COMET.

The COMET has for many years served the Columbia Place Mall, using a substandard and ADA non-compliant stop that is heavily used as the agency has not had a means to improve the stop in the past. Since 2014 the The COMET has attempted to outfit several of the bus stops within the mall property with shelters and other related amenities. Unfortunately, these efforts have proven unsuccessful. Before now, neither the City of Columbia, Richland County, nor the South Carolina Department of Transportation owned any right-of-way within the mall property or an adjacent parcel. As such, The COMET has been compelled to negotiate easement agreements with private property owners. To date, none of the property owners approached have agreed to grant the CMRTA permission for the construction and operation of a transit amenity.

For this reason, the Northeast Connection Protection Zone (CPZ) lacks the amenities common to other transit corridors in our system. A CPZ usually consist of a facility providing places to sit, protection from sun, and curb space with a boarding and alighting area that complies with the Americans with Disabilities Act. Image 1 illustrates the Forest Drive Connection Protection Zone, a facility outfitted with sidewalks, curb cut (not pictured) a 16' and 30' shelter, and three benches.

Central Midlands Regional Transit Authority
3613 Lucius Road, Columbia, SC 29201
P 803 255 7133
F 803 255 7113
CATCHTHECOMET.ORG
info@catchthecomet.org

John Andoh, CCTM, CPM Executive Director/CEO
Ron Anderson, Chair
John Furgess, Vice Chair
Andy Smith, Secretary
Dr. Robert Morris, Treasurer
Board Members: Jacqueline Boulware, Lill Mood,
Carolyn Gleaton, Leon Howard, Derrick Huggins, Roger Leaks,
Joyce Dickerson, Skip Jenkins, Debbie Summers, Bobby Horton
503 of 555



Image 1. Forest Drive Connection Protection Zone



Image 2. Northeast Protection Connection Zone

Image 2 illustrates the Northeast CPZ. The unwillingness of property owners to grant easements has prevented this corridor from receiving the transit and pedestrian improvements warranted to make the location more accessible. Absent a facility for transit operations within CPM, The COMET is forced to operate on the outskirts. As a result, transit operations are dispersed along two unpaved curbs with the bare minimum of amenities. In its current condition, the Northeast CPZ is not merely unattractive for both pedestrians and transit passengers, it is completely inaccessible for individuals with limited mobility.

As part of the Richland Renaissance Plan, Richland County acquired a section of Columbia Place Mall. As a result, The COMET now has an opportunity to negotiate an agreement with a public entity that could allow for the construction of a unified transfer facility inside of the CPM property. Based on preliminary conversations with county officials, the CMRTA is proposing the construction of a transfer facility on the vicinity of Parking Island Five (old Dillar's department store). Image 3 illustrates a quick sketch of the proposed facility. At minimum, this facility would contain four to six bus bays on a sawtooth configuration and space for shelters, benches, and other amenities.

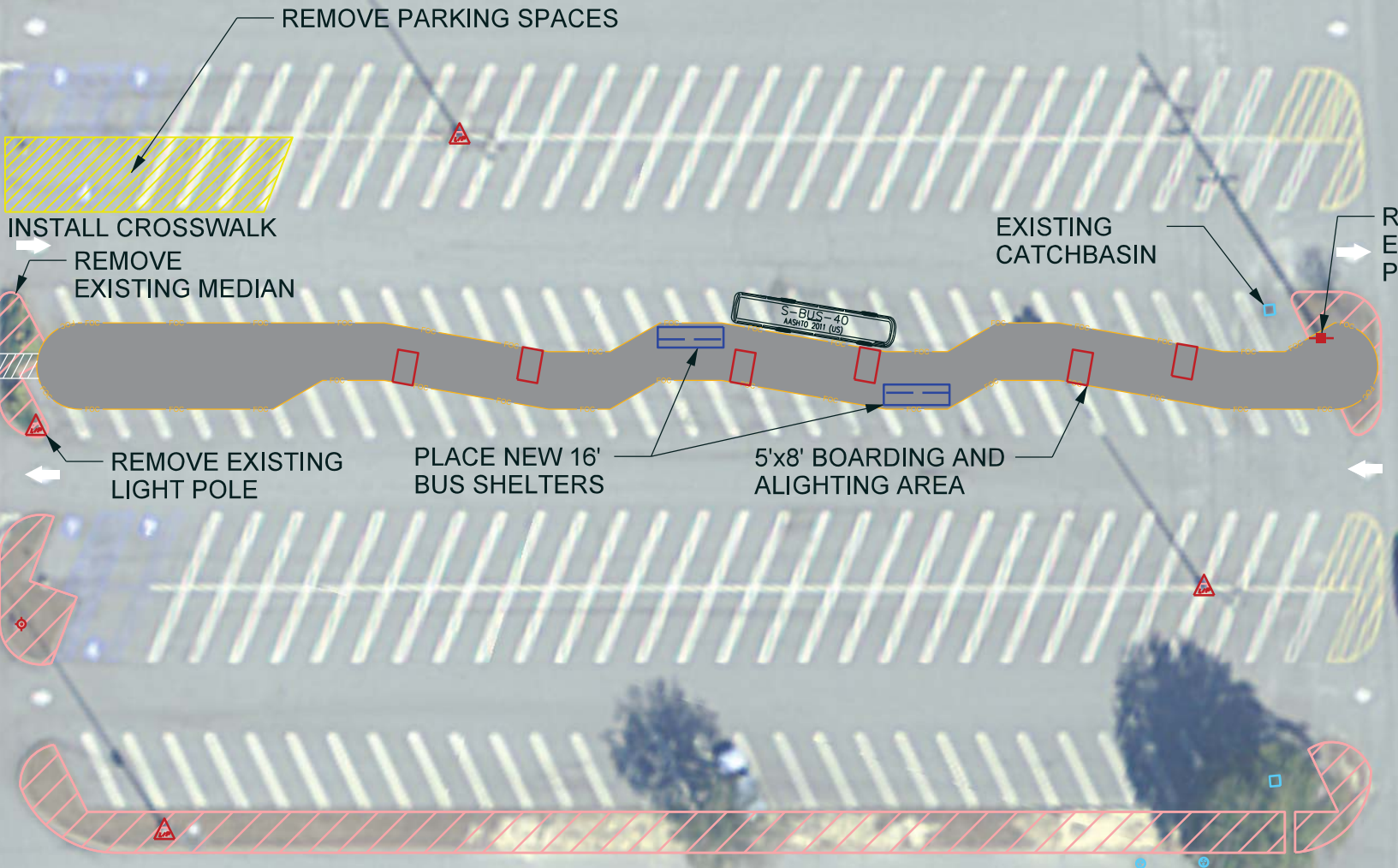
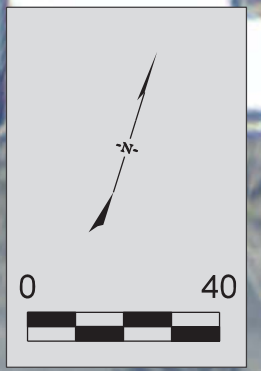


Image 3. Draft sketch of the proposed Northeast Connection Protection Zone. Sketch was made for illustration purposes only, it is not a final design.

The COMET recognizes the parking lot of the CPM was not constructed for use with heavy duty transit buses. Indeed, this reason was often cited for not wanting the bus to enter the property. The COMET is prepared to assist Richland County with upgrading a path for buses to use with higher grade asphalt. The COMET also understands this agency would be responsible for the construction and maintenance of the facility. This agency requires only the appropriate easement documents from Richland County.

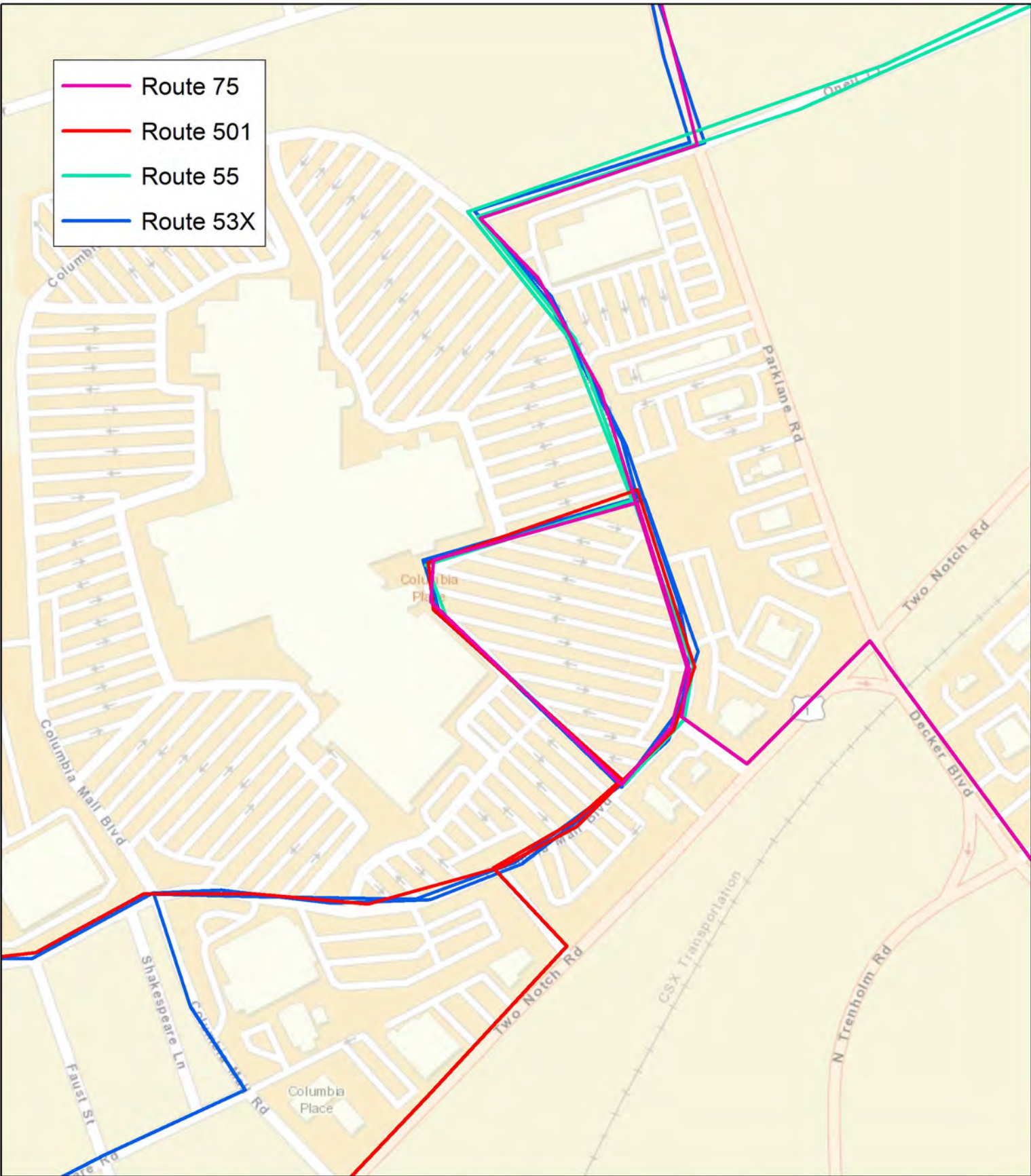
We have been advised by County staff that this connection protection zone should be an example of intergovernmental cooperation and a “jewel” of our system. We appreciate you working with us to make this project happen.

TRANSFER FACILITY
COLUMBIA PLACE MALL



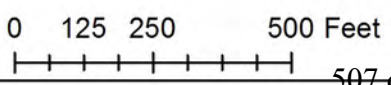
DATE: 10/10/2018
PENTABLE: COMET-PDF.tbl
FILE: J:\Jobs\Evening\19468-00\Production\Layout\Phase 45 - Columbia Mall Transfer Facility\Transfer Facility.dgn
SCALE: 40,000 ft. / in.

- Route 75
- Route 501
- Route 55
- Route 53X



**Protection Connection Zone
Columbia Place Mall**

Proposed



Prepared: July 31, 2018



TO: Michael Niermeier, Capital Projects Manager

FROM: Samuel L. Scheib, director of planning and development

CC: John Andoh, executive director/CEO

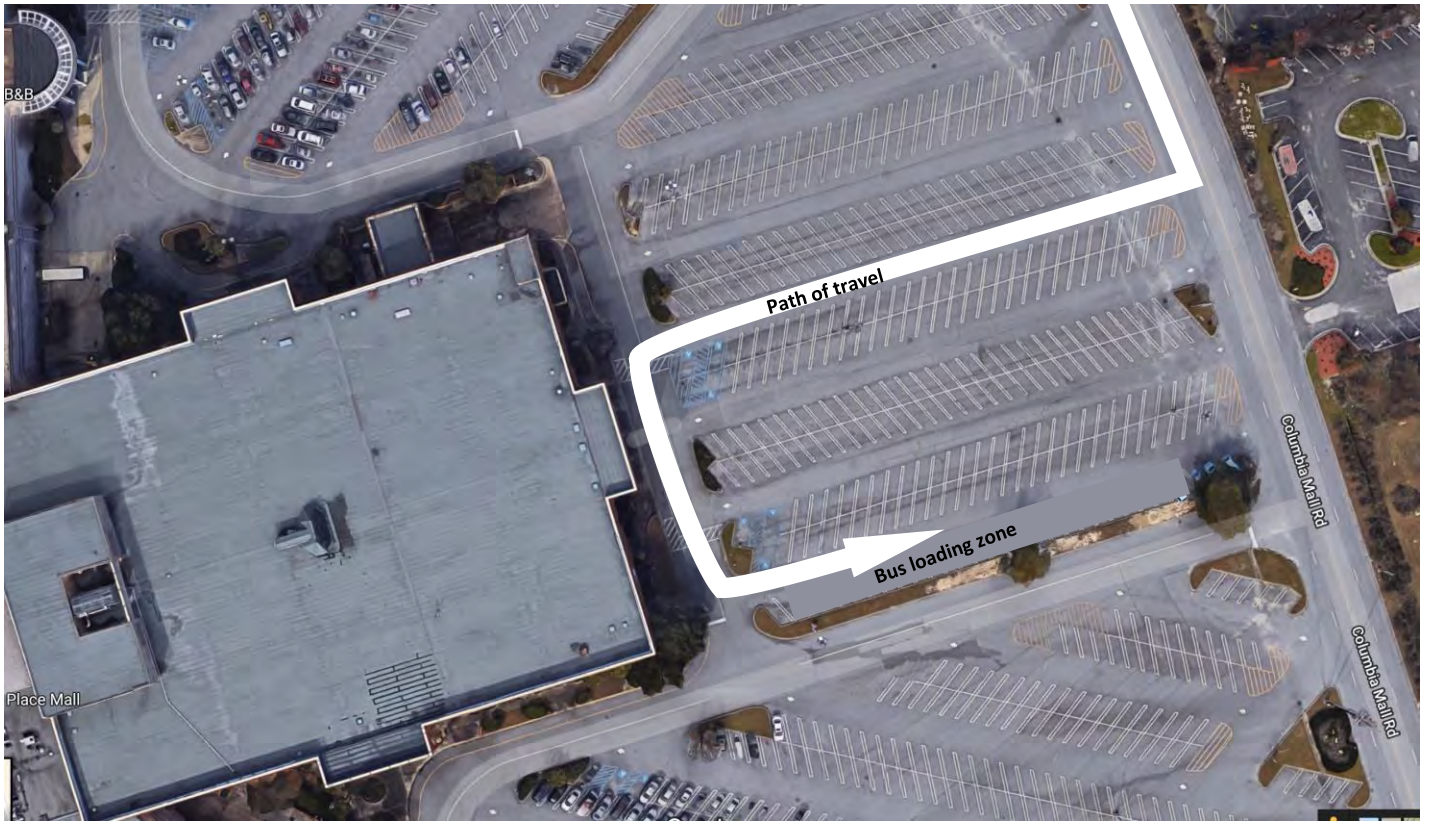
DATE: November 21, 2018

SUBJECT: Temporary Columbia Place Mall Connection Protection Zone

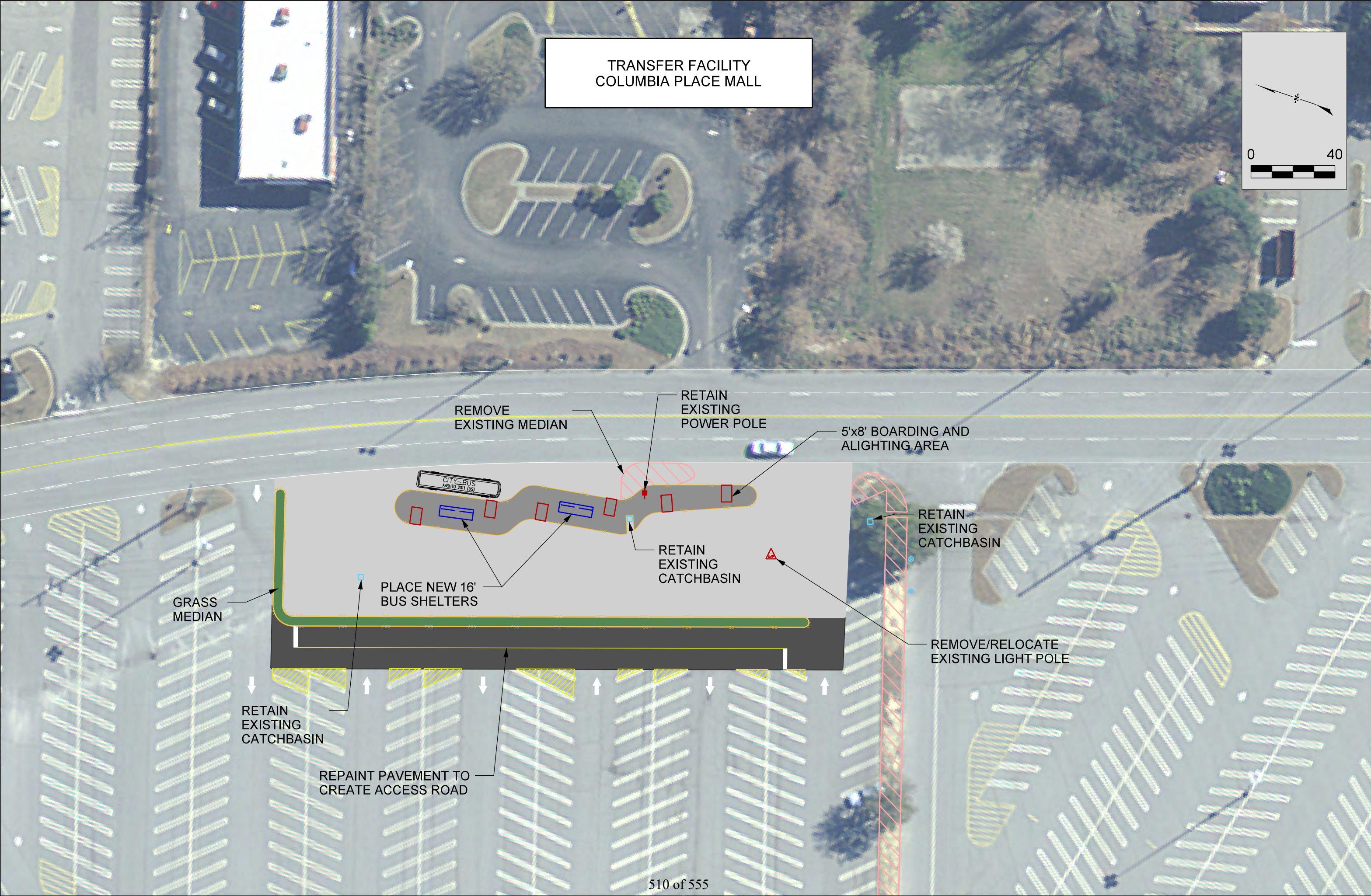
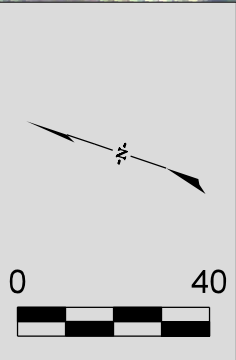
As discussed in meetings, phone calls, and email exchanges, The COMET has for many years served the Columbia Place Mall using a substandard and ADA non-compliant stop that is heavily used as the agency has not had a means to improve the stop in the past. Since 2014 The COMET has attempted to outfit several of the bus stops within the mall property with shelters and other related amenities. Unfortunately, these efforts have proven unsuccessful. Before now, neither the City of Columbia, Richland County, nor the South Carolina Department of Transportation owned any right-of-way within the mall property or an adjacent parcel. As such, The COMET has been compelled to negotiate easement agreements with private property owners. To date, none of the property owners approached have agreed to grant the CMRTA permission for the construction and operation of a transit amenity.

You have expressed interest in improving the Columbia Place Mall for transit as part of Richland County's acquisition and reuse of the mall for multiple county administration functions. County Council's need for deliberation, however, is here at odds with The COMET's pressing needs to use the site for operations, allowing multiple routes to converge for transfers. We would like to propose an interim solution that would be impermanent—allowing the county to study the entire property appropriately—but still a functional near-term solution for The COMET.

The photo on the following page shows the area in front of the former Dillard's department store. Using only paint and removable bollards, The COMET could mark the pavement next to parking island #5 (labeled as "Bus loading zone") and make a safe place for passengers to transfer between buses. The vehicles would travel through the parking lot according to the white arrow ("Path of travel"). There would be no shelters in place and this would be considered by both parties a temporary arrangement put in place for the comfort and efficient travel of our passengers. The COMET could put this in place within weeks of the approval by Richland County.



TRANSFER FACILITY
COLUMBIA PLACE MALL



DATE: 11/29/2018
PENTABLE: COMET-PDF.tbl
FILE: J:\Jobs\Evening\13468-001\Production\Layout\Phase 45 - Columbia Mall Transfer Facility\Transfer Facility.dgn
SCALE: 1/8" = 1'-0"

Richland County Council Request for Action

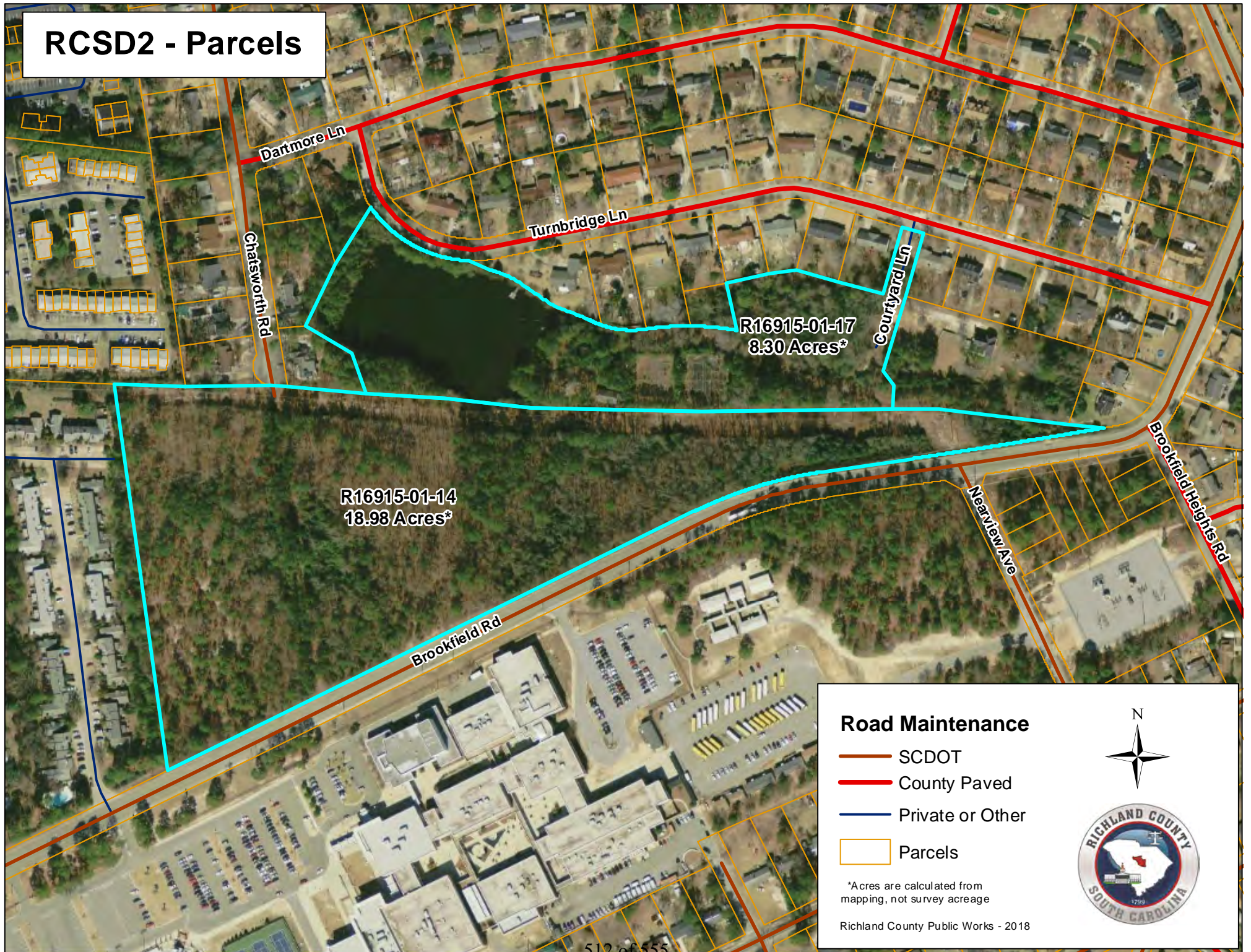
Subject:

Report on the possible use of the Brookfield Drive property

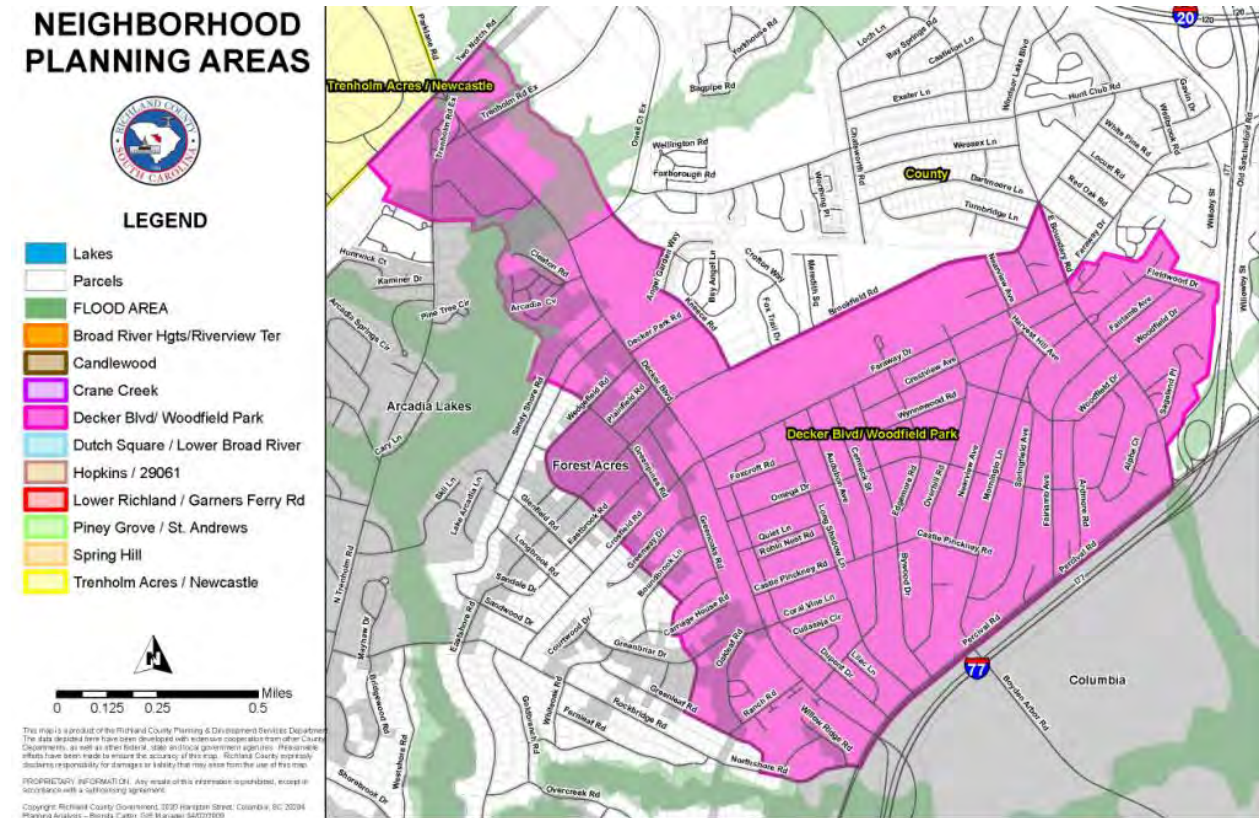
Notes:

November 27, 2018 – The committee recommended to authorize the staff to only accept the 18.8 acre parcel (R16915-01-14) directly along Brookfield Drive for future use as outlined in the Decker/Brookfield Neighborhood Plan and research funding to develop the property.

RCSD2 - Parcels



Decker/ Brookfield:



- Richland School District Two owns a 19 acre undeveloped tract of land directly across Brookfield Road from the high school. The District has contemplated using this land for additional playing fields / for the school, but such fields could potentially be made available to area residents as well through a joint-use agreement with the Recreation Commission. – page 17



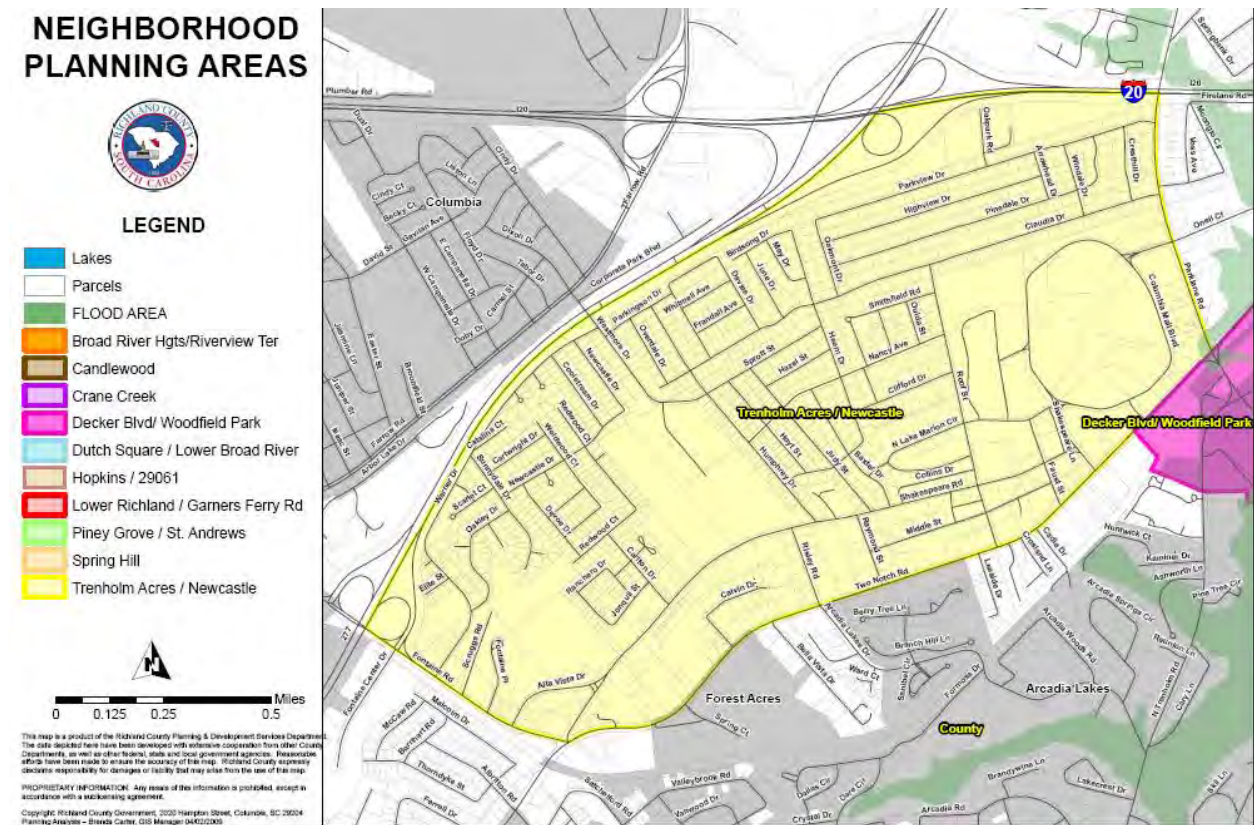
- Area schools, in conjunction with the Recreation Council if necessary, could publicize, program, and make more accessible the use of school facilities for area residents. For example, at Richland Northeast High School, one of the main points of access to the campus playing fields

from the Woodfield Park neighborhood is typically locked. Having a pedestrian accessible entrance might facilitate more casual use of the school's facilities. – page 17

- Portion of the parcel is a priority need for side walk – page 34
- Pedestrian/bike connector/path is suggested to go through the property – page 34
- Promoting active community uses, such as parks and greenways, in the undeveloped, natural areas of the corridor will help to provide positive activity that will deter criminal activity in these locations that are currently hidden and unobserved. – page 47
- As noted in the previous section and in the community survey, crime and safety are priority issues for the study area -- both the reality of crime as well as the perception of crime. Area residents who completed the Community Survey indicated that "Safety" was the most critical factor in the success of the revitalization of the Decker Boulevard area. – page 47

<http://www.richlandcountysc.gov/Portals/0/Departments/Planning/NeighborhoodPlanning/MasterPlans/Decker.pdf>

Trenholm/ Newcastle:



- The plan is from 2009
- Focuses on missed-use development for living and retail as well as neighborhood parks

<http://www.richlandcountysc.gov/Portals/0/Departments/Planning/NeighborhoodPlanning/MasterPlans/Trenholm.pdf>

Comprehensive Plan:

- Does not directly state anything about the parcel or the area around Brookfield Road

http://www.richlandcountysc.gov/Portals/0/Departments/Planning/ADOPTED_RC_2015CompPlan.pdf

Richland County Council Request for Action

Subject:

Letter requesting County to purchase property at 215 Monticello Road

Notes:

November 27, 2018 – The committee recommended to decline the invitation to purchase the property and to authorize staff to respond to the sellers agent appropriately.

Doris Starkes

1817 Hampton Street, Columbia, SC 29201

Office: 803.758.2882/Cell: 803.587.2335 Email: doris@starkesrealty.com



November 8, 2018

Richland County Government
ATTN: Capital Projects
2020 Hampton Street, 4th Floor
Columbia, SC 29202

RE: Proposal for Sale: 1.88 acres
215 Monticello Road
Columbia, SC 29203
TMS R06600-03-09

Dear Richland County Government,

My name is Doris Starkes, Agent, Starkes Realty LLC. I have an out of state client who owns a parcel of land as referenced above and wishes to sell.

It is my understanding that this parcel is located near a public golf course. Since the parcel is located near a public golf course, I am sending this proposal to Richland County to ascertain the County's interest and possible sale.

Please advise on the County's interest in purchasing referenced property. If the county is interested, please provide the proper paperwork required to consummate the sale.

I look forward to hearing from you with a positive response. Thank you for your time and effort on this matter.

Sincerely,

Doris Starkes, Agent



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

AN ORDINANCE AMENDING THE TRANSPORTATION TAX LINE ITEM IN THE FISCAL YEAR 2019 BUDGET ORDINANCE OF RICHLAND COUNTY, SOUTH CAROLINA; DELEGATION OF AUTHORITY; AND MATTERS RELATING THERETO.

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

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

b. On February 28, 2018, the County issued its \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018 (the “BAN”), the proceeds of which are to be used for the referendum-approved transportation projects (“Transportation Projects”).

c. On June 21, 2018, the County Council enacted Ordinance No. 032-18HR (the “Budget Ordinance”) which contained a transportation tax line item approving the expenditure of approximately \$148.9 million on Transportation Projects for the fiscal year ending June 30, 2019, with \$83.8 of that amount being paid from BAN proceeds and \$65.1 million being paid from revenue from the Transportation Penny,

d. Since the enactment of the Budget Ordinance, the County Council has been advised that in light of certain Internal Revenue Service Regulations related to the expenditure of the proceeds of tax-exempt debt, it would be in the County’s best interest to expend the proceeds of the BAN for the Transportation Projects before expending revenues received from the Transportation Penny.

SECTION 2. Amendment of Budget Ordinance. The County Council hereby authorizes and directs that the revenue sources in the transportation tax line item of the Budget Ordinance shall be amended to reflect that BAN proceeds shall be used to fund the Transportation Projects prior to the expenditure of revenues received from the Transportation Penny.

SECTION 3. Delegation of Authority. The Chair of County Council, the Interim County Administrator, the County Finance Director, the County Transportation Director and the County Director of Budget and Grants Management are hereby authorized and directed to take any necessary action to effectuate the expenditures authorized in this Ordinance.

SECTION 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2018:

Kim W. Roberts, Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

**RICHLAND COUNTY GOVERNMENT
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



November 15, 2018

Teresa Wilson
City Manager
P.O. Box 147
Columbia, SC 29217

RE: Penny Bikeway Projects - Sharrows

Dear Ms. Wilson,

The Richland Penny Program has 87 routes in its bikeway program. Of the 87 routes, 26 are sharrows that consist of both City and State roads. The attached maps identify these City and SCDOT routes. Previously the City and the Richland County Program Development Team (PDT) agreed on 10 routes to pursue first. 95% plans were developed for the 10 routes. The other 16 routes were to be designed after the first 10 were developed.

In an email dated December 23, 2015, SCDOT stated they would not maintain the sharrows that were on SCDOT routes. The PDT is now revisiting the sharrows and would like to request that the City agree to maintain the sharrow markings and signage on both the City and SCDOT routes. The sharrows maintenance would include thermoplastic sharrow markings and "Share the Road" signs. This would allow for roughly 23 miles of sharrows to be constructed in Columbia. Once the City agrees to sharrows maintenance on City and SCDOT routes, the PDT will update the plans for the 10 that were originally developed and begin work on the remaining 16. Please let us know if the City plans to maintain the sharrow markings and signage on both the City and SCDOT notes.

Sincerely,

Edward Gomeau
Interim County Administration

cc: Members of Richland County Council
Dr. Sandra Yudice, Assistant County Administrator
Dr. John M. Thompson, Transportation Director



MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Project Jushi – Gas Main Transmission Line
<u>Location:</u>	Shop Road Ext. - gas main work extends from near the intersection of Bluff Road and Longwood Road and extends in a northeastern direction to near the CSX rail line.
<u>Buyer:</u>	South Carolina Electric & Gas Company
<u>Buyer's USACE 404 Permit #:</u>	SAC-2018-01132
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	3.20 (1.60 restoration/enhancement; 1.60 preservation)
<u>Stream Credits:</u>	0.00
<u>Credit Gross Proceeds:</u>	\$64,000.00
<u>Richland County Share:</u>	\$58,880.00 (92% of \$64,000.00)
<u>MCMH Share:</u>	\$5,120.00 (8% of \$64,000.00)

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 15 day of ~~OCTOBER~~, ²⁰¹⁸ 2017 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and South Carolina Electric & Gas Company, a South Carolina corporation (Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Shop Road Gas Main Extension" pursuant to USACE Charleston District permit SAC-2018-01132;

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. **Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) ONE and 60/100 (1.60) freshwater wetland enhancement/restoration mitigation credits and ONE and 60/100 (1.60) freshwater wetland preservation mitigation credits (the "Wetland Credits", and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Purchase Price. The purchase price for the (a) Stream Credits shall be TWO HUNDRED and 00/100 Dollars (\$200.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 Dollars (\$0.00); and (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of SIXTY FOUR THOUSAND and 00/100 (\$64,000.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of SIXTY FOUR THOUSAND and 00/100 Dollars (\$64,000.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

4. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: South Carolina Electric & Gas Company
Gas Engineering and Construction
609 Old Taylor Road
Cayce, SC 29033

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable

and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either

seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: SOUTH CAROLINA ELECTRIC & GAS COMPANY

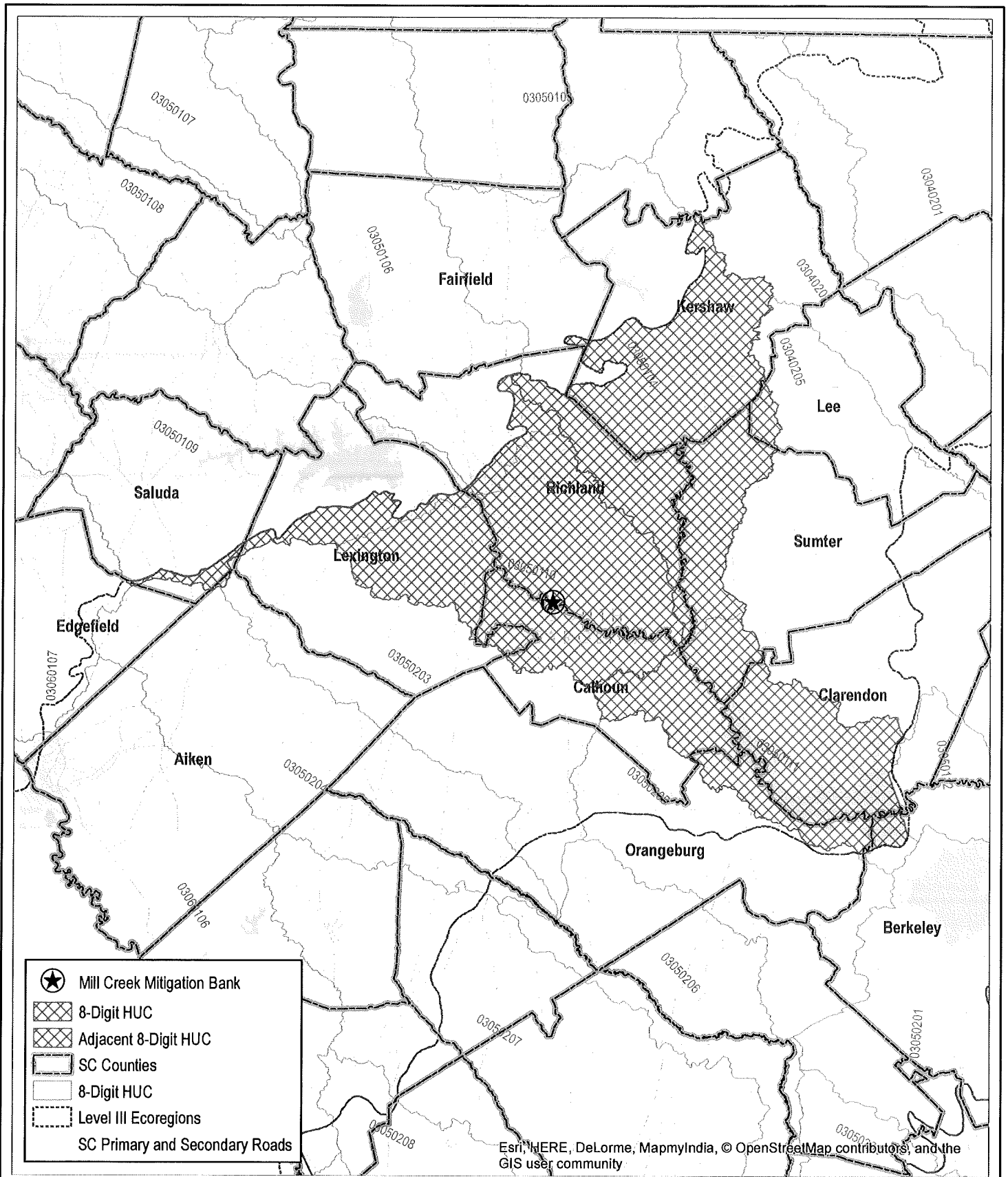
By: *Owens Hardison*


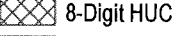
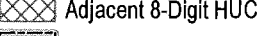
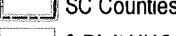
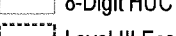
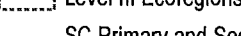
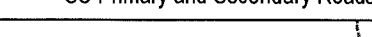
Printed: *OWENS HARDISON*

Its: *ENGINEER III.*

EXHIBIT A

[Attach map of Service Area]



-  Mill Creek Mitigation Bank
-  8-Digit HUC
-  Adjacent 8-Digit HUC
-  SC Counties
-  8-Digit HUC
-  Level III Ecoregions
-  SC Primary and Secondary Roads

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

TIDEWATER
 A **JMT** Division
 952 Houston Northcutt Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2624 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

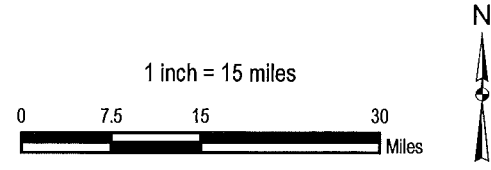


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

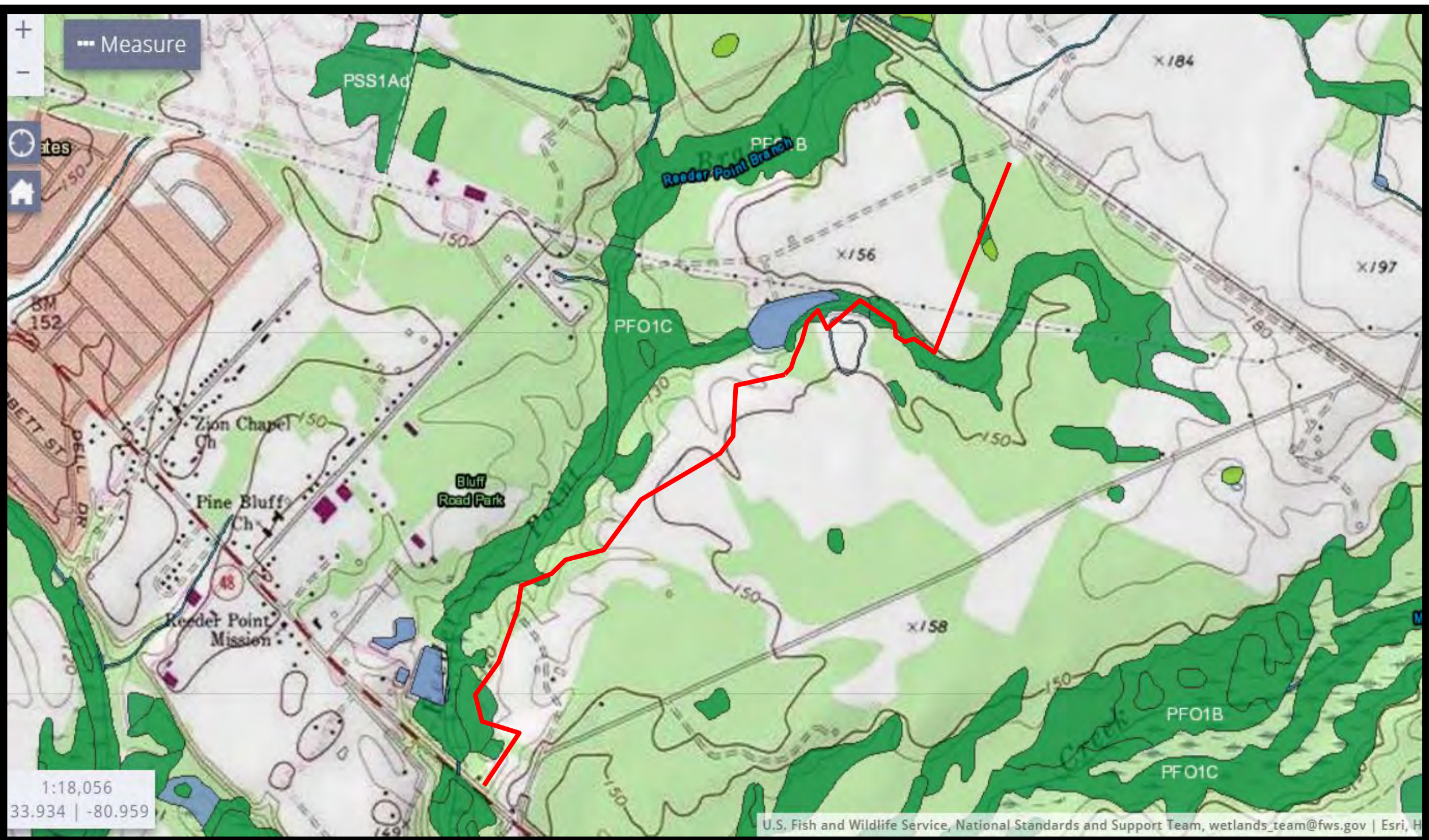
In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ___/100 Stream Credits and _____ and ___/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

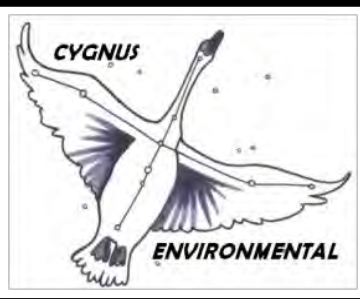
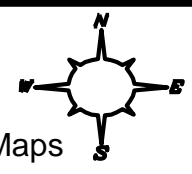


LEGEND

 Approximate Location of Site Boundary

SOURCE:

USGS Topographic Maps
NTS
NOT TO SCALE



**FIGURE 1
USGS TOPOGRAPHY MAP**

Project Jushi Gas Main
Columbia, Richland Co., SC
Cygnus Project No. 2018-238

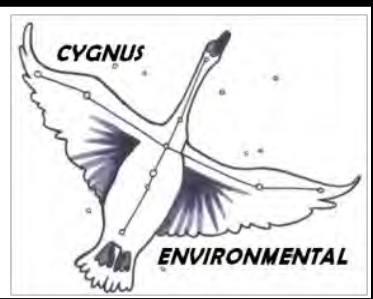
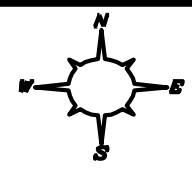
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BaB	Blanton sand, 0 to 6 percent slopes	18.6	1.0%
Ca	Cantey loam	161.3	8.4%
Cd	Chastain silty clay loam	7.3	0.4%
Ce	Chewacla loam, 0 to 2 percent slopes, frequently flooded	0.8	0.0%
Cn	Clarendon sandy loam	85.5	4.4%
Co	Congaree loam	0.4	0.0%
Cx	Coxville fine sandy loam	11.2	0.6%
DoA	Dothan loamy sand, 0 to 2	176.8	9.2%



LEGEND

Approximate Location of Site Boundary

SOURCE:
 NRCS
 Web Soil Survey
 Not to Scale




**FIGURE 2
 SOILS MAP**

Project Jushi Gas Main
 Columbia, Richland Co., SC
 Cygnus Project No. 2018-238

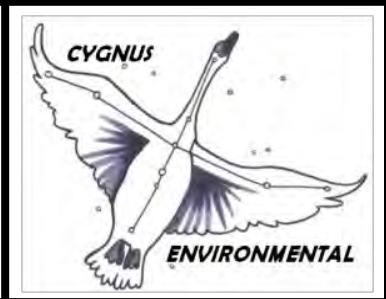


LEGEND

 Approximate Location of Site Boundary

SOURCE:

National Wetlands Inventory
NTS








**FIGURE 3
NATIONAL WETLANDS INVENTORY
MAP**

Project Jushi Gas Main
Columbia, Richland Co., SC
Cygnus Project No. 2018-238



LEGEND

-  Approximate Location of Site Boundary
-  Approximate Location of UPL Ditch
-  Data Point Location
-  Wetland A

SOURCE:

GOOGLE EARTH
NOT TO SCALE

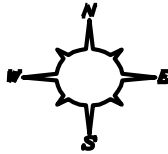
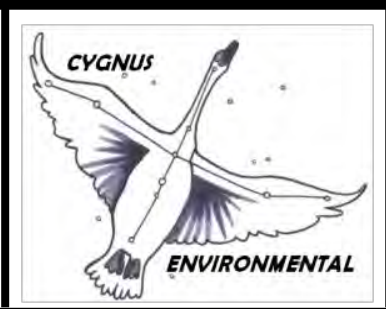
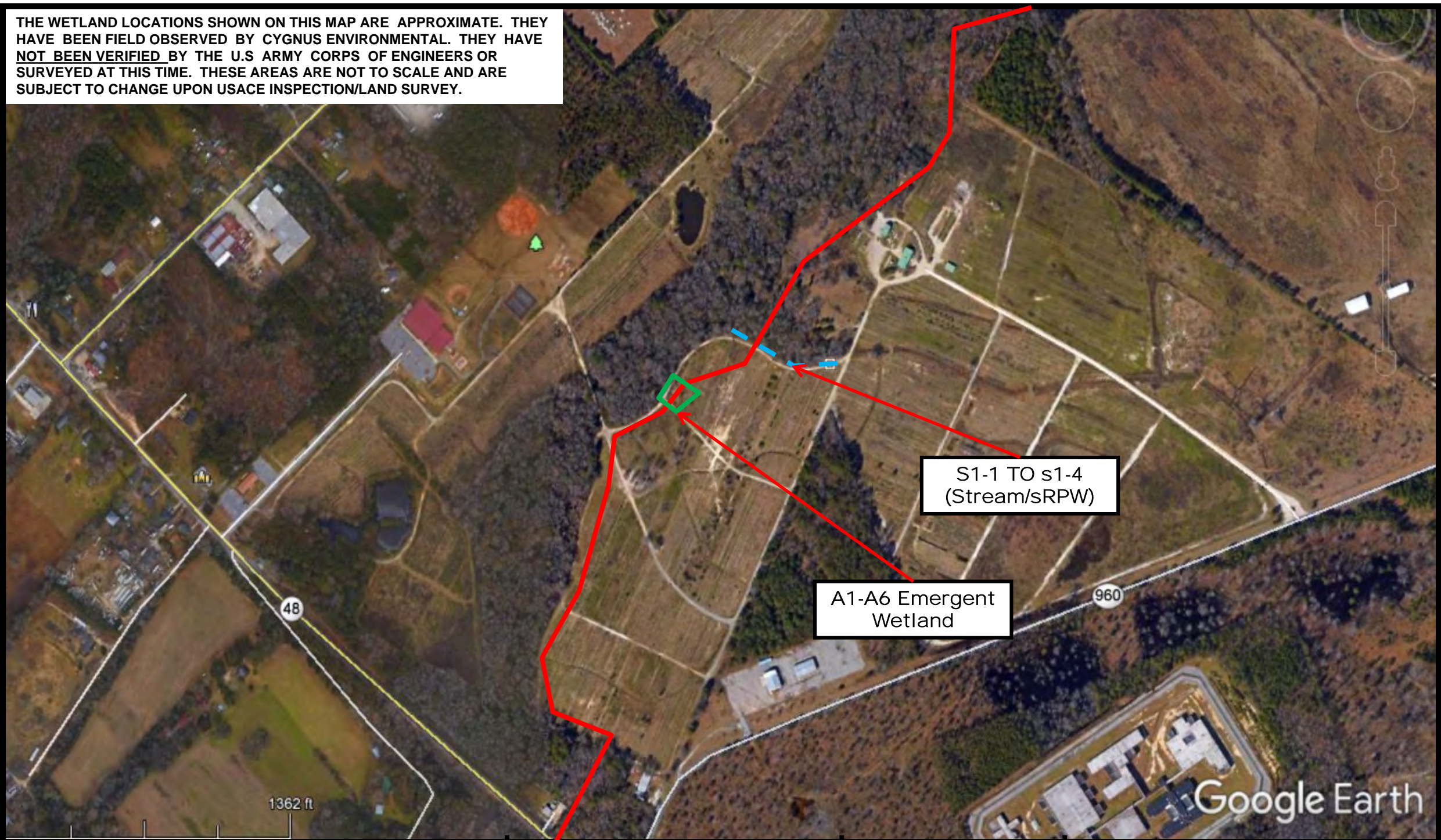







FIGURE 4a
WETLAND DETERMINATION MAP

Project Jushi Gas Main
Columbia, Richland Co., SC
Cygnus Project No. 2018-238

THE WETLAND LOCATIONS SHOWN ON THIS MAP ARE APPROXIMATE. THEY HAVE BEEN FIELD OBSERVED BY CYGNUS ENVIRONMENTAL. THEY HAVE NOT BEEN VERIFIED BY THE U.S ARMY CORPS OF ENGINEERS OR SURVEYED AT THIS TIME. THESE AREAS ARE NOT TO SCALE AND ARE SUBJECT TO CHANGE UPON USACE INSPECTION/LAND SURVEY.

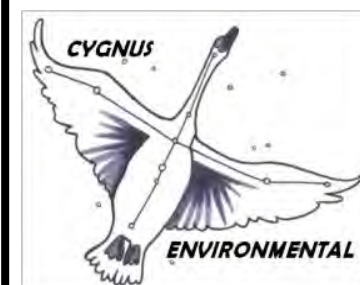
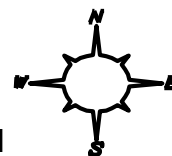


LEGEND

-  Approximate Location of Site Boundary
-  Approximate Location of UPL Ditch
-  Data Point Location
-  Wetland A

SOURCE:

GOOGLE EARTH
NOT TO SCALE



**FIGURE 4b
WETLAND DETERMINATION MAP**

Project Jushi Gas Main
Columbia, Richland Co., SC
Cygnus Project No. 2018-238



TRANSPORTATION PROGRAM

Request to Condemn Property
Polo Road (S-2214,S-2919) Shared Use Path
SCDOT Project ID P029410
Richland County Project 0180

Parcel Numbers: 3 & 4
Tax Map Numbers: R19810-01-02 – (Parcel 3) & R19810-01-08 (Parcel 4)
Property Owner(s): EBSCO Polo Village, LLC

Area of Acquisition: 0.26 Acre/11,479 SF of land for a permanent right of way easement
0.21 Acre/9,184 SF of land for a temporary right of way easement

Amount of Appraised Offer: \$19,500 for 11,479 SF/0.27 acre of land for the permanent right of way easement and \$3,120.00 for 9,184 SF/0.21 acre of land for the two (2) year temporary right of way easement, plus \$26,180.00 for loss of contributing landscaping.

TOTAL- \$48,800.00

History of Acquisition: Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$48,800.00 was made. Property owner has been unable to secure a mortgage release or mortgage agreement for the permanent right of way easement.

Map of Property is attached. (three sheets)

Enclosed is the agent's worksheet containing additional information for both parcels 3 & 4.

October 17, 2018
Page 1 of 1

Condemnation Worksheet

County: RICHLAND
 Road/Route: Polo Road (S-2214,S-2919) Shared Use Path
 File: NA
 Item: NA
 SCDOT Project ID – P029410
 RPP Project – No. 0180

Landowner: EBSCO Polo Village, LLC – 5724 Highway 280, E. Birmingham, AL 35242
 Leslie Yeilding (owner) - Office Phone – 205-981-5135 – Cell -205-306-3795
 Attorney: Jason Avery – 205-521-8618

Other Condemnee: Captial One Multifamily Finance, LLC – 7600 Wisconsin Avenue, Suite 800, Bethesda, MD 20814
 Assigned to: (without recourse) - U.S. Bank National Association, As Trustee for the Registered Holders of J.P. Morgan Chase Commerical Mortgage Securities Corp. Mortgage Pass-Through Certificates, Series 2016-K53

Mortgage Date: 1/31/15 – SEE ATTORNEY TITLE OPINION
 Recorded Date: 2/2/15
 Record Book 2002 at Page 2693 – in the Richland County Register of Deeds
 Amount of \$20,450,000.00
 Assignment: Date 3/29/16 and recorded 4/1/16

Deed Date: 1/29/15 As to Parcel 3
 Recorded Date: 2/2/15
 Purchased From: Polo Village II, LLC
 Recorded In: Richland County Register of Deeds in Record Book 2202, at Page 2688.

Deed Date: 1/29/15 As to Parcel 4
 Recorded Date: 2/2/15
 Purchased From: Polo Village, LLC
 Recorded in: Richland County Register of Deeds in Record book 2201 at Page 2682.

Tax Map #: R19810-01-02 (Parcel 3) and R19810-01-08 (Parcel 4)

Description of Real Property: obtain – 11,479 SF/0.27 acre of land for permanent easement and 9,184 SF/0.21 acre of land for temporary easement

Property Source for the construction of a section of Polo Road (S-2214,S-2919) Shared Use Path

Consideration: \$19,500 for 11,479 SF/0.27 acre of land for the permanent right of way easement and \$3,120.00 for 9,184 SF/0.21 acre of land in the two (2) year temporary right of way easement plus \$26,180.00 for loss of contributing landscaping.

TOTAL- \$48,800.00

Damages: -0-

Parcels: 3&4

All that parcel or strip of land, being a permanent right of way Easement, containing 0.27 of an acre (11,479 square feet) 0.27 acre, more or less, and all improvements thereon, if any, owned by EBSCO Polo Village, LLC as shown on Exhibits A&B for parcel 3 and Exhibit A for parcel 4, attached hereto and made a part hereof, on the left, of the Polo Road (S-2214, S-2919) existing survey centerline between approximate survey stations 107+99.32 to 112+06.67; and 113+71.45 to 117+17.78 (parcel 3), also on the left, of the Polo Road existing survey centerline (S-2214, S-2919) between survey station 112+02.86 to 113+71.45 (parcel 4). Being a portion of the property conveyed to EBSCO Polo Village, LLC by deed of Polo Village II, LLC recorded on February 2, 2015 in Deed Book 2002 at Page 2688 in the Register of Deeds for Richland County and shown as a portion of TMS numbers R19810-01-02 and R19810-01008.

Also here condemned is a temporary right-of-way Easement totaling 9,184 SF/0.21 AC, as shown on exhibits A&B for (Parcel 3) containing 7,571 SF/0.17 AC and exhibit A for (parcel 4) containing 1,613 SF/0.04 AC, attached and made a part hereof, on the left, of the Polo Road survey centerline, between approximate survey stations 107+93.15 and 112+02.86 and 113+71.50 to 117+21.90 (parcel 3) and on the left, of the Polo Road survey centerline, between approximate survey stations 112+99.07 and 113+71.48 (parcel 4.) The temporary right-of-way easement shall be for a two (2) year period beginning from construction commencement or upon construction completion and acceptance of the project, after which time shall revert back to the condemnee. Parcels 3 and 4 are more specifically referenced as TMS Nos. R19810-01-02 (parcel 3) and R19810-01-08 (parcel 4.)

Tax Map Number 19810-01-02 – Parcel 3

Tax Map Number 19810-01-08 – Parcel 4

EXHIBIT A

PLEASE READ THIS SHEET CAREFULLY
 PER TITLE SPECIFICALLY
 FILE: 51614

ALL STATION/OFFSETS ARE
 BASED OFF EXISTING CENTERLINE

RICHLAND COUNTY (S-2214/R-2919 POLO RD)
 Area of Acquisition From Tract No. 3
 Scale: 1" = 50'
 Project ID: P028410
 Original prepared: 05/09/2018
 Revised: 07/02/2018

DAVIS & FLOYD
 SHEET 1844

MATCHLINE STA 113+00 SEE EXHIBIT B

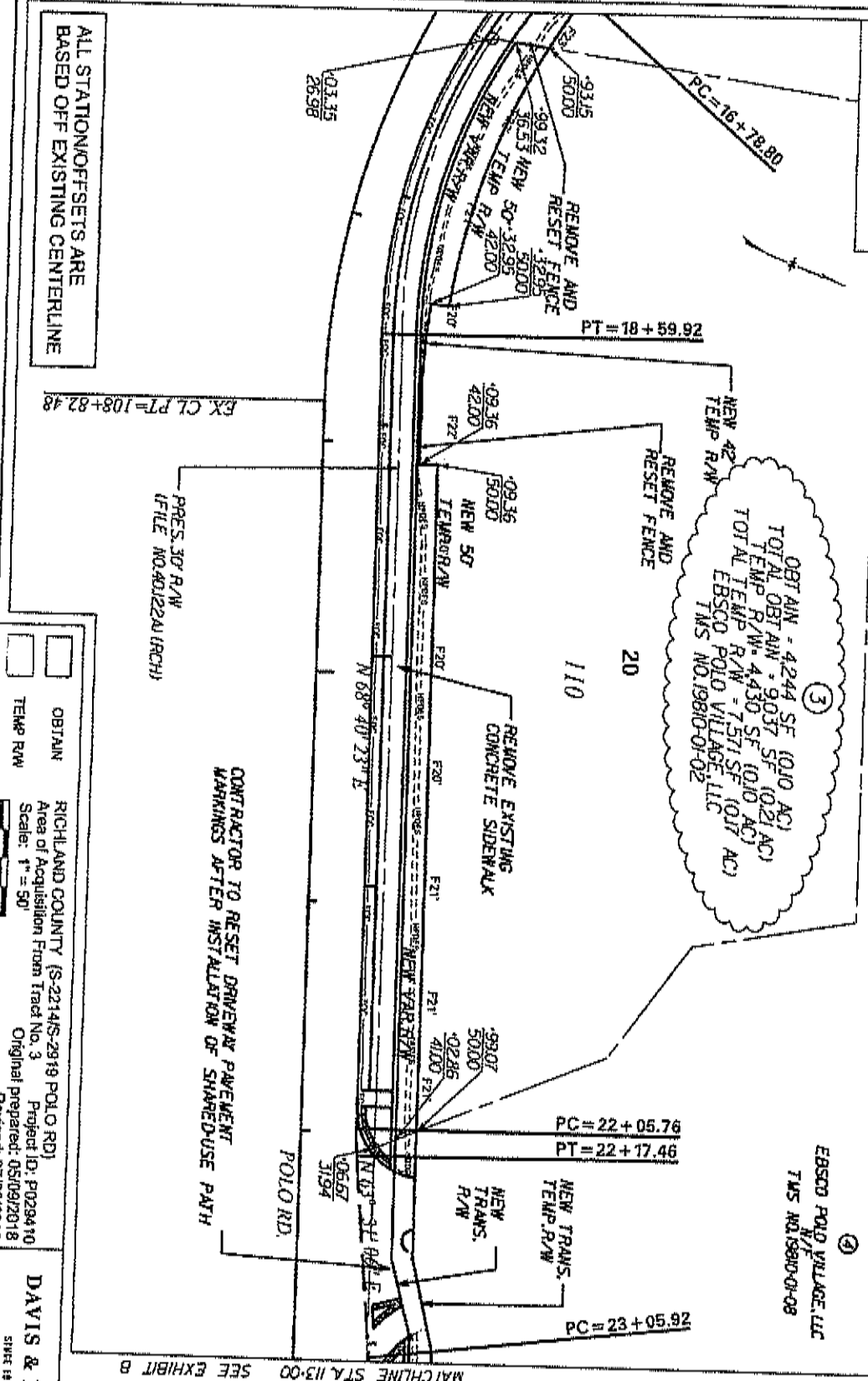
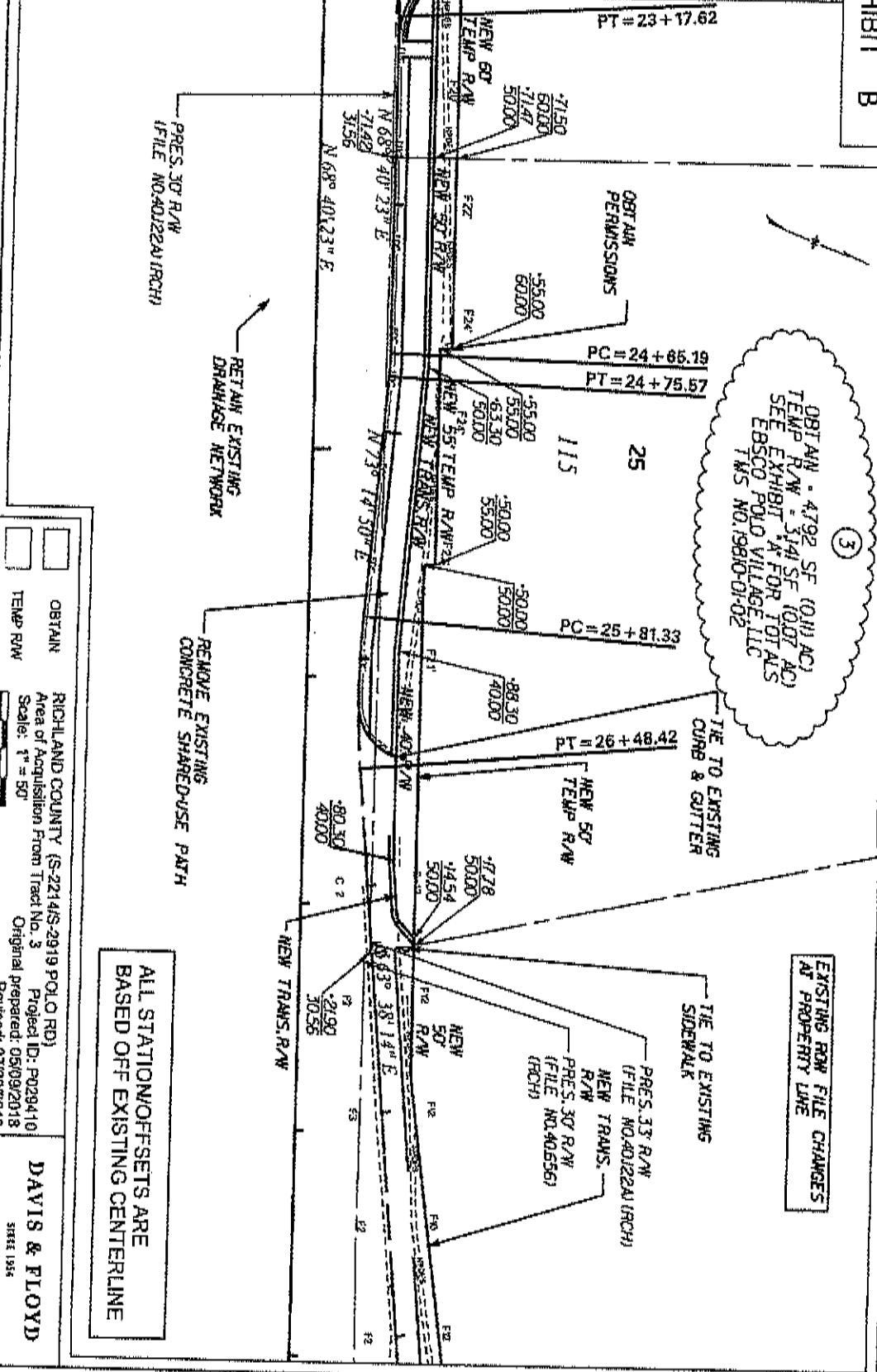


EXHIBIT B

P 0' 0" = 1" 3PLTWOVL
 SCALE: 30' = 1" 3PLTWOVL
 PLOTTED: 04/25/18

MATCHLINE STA. 113+00 SEE EXHIBIT A



3
 OBTAIN - 4792 SF (0.11 AC)
 TEMP R/W = 3141 SF (0.07 AC)
 SEE EXHIBIT A FOR TOTALS
 EBSCO FOLD VILLAGE, LLC
 TMS NO.19810-01-02

ALL STATION/OFFSETS ARE
 BASED OFF EXISTING CENTERLINE

OBTAIN
 TEMP R/W

RICHLAND COUNTY (S-22141S-2919 POLO RD)
 Area of Acquisition From Tract No. 3
 Scale: 1" = 50'

Project ID: P029410
 Original prepared: 05/09/2018
 Revised: 07/02/2018

DAVIS & FLOYD
 SHEET 1354

EXHIBIT A

EBSCO POLO VILLAGE, LLC
N/A
TMS NO.19810-01-02

TOTAL OBTAIN = 2442 SF (0.06 AC)
TOTAL TEMP R/W = 1613 SF (0.04 AC)
EBSCO POLO VILLAGE, LLC
TMS NO.19810-01-08

EBSCO POLO VILLAGE, LLC
N/A
TMS NO.19810-01-02

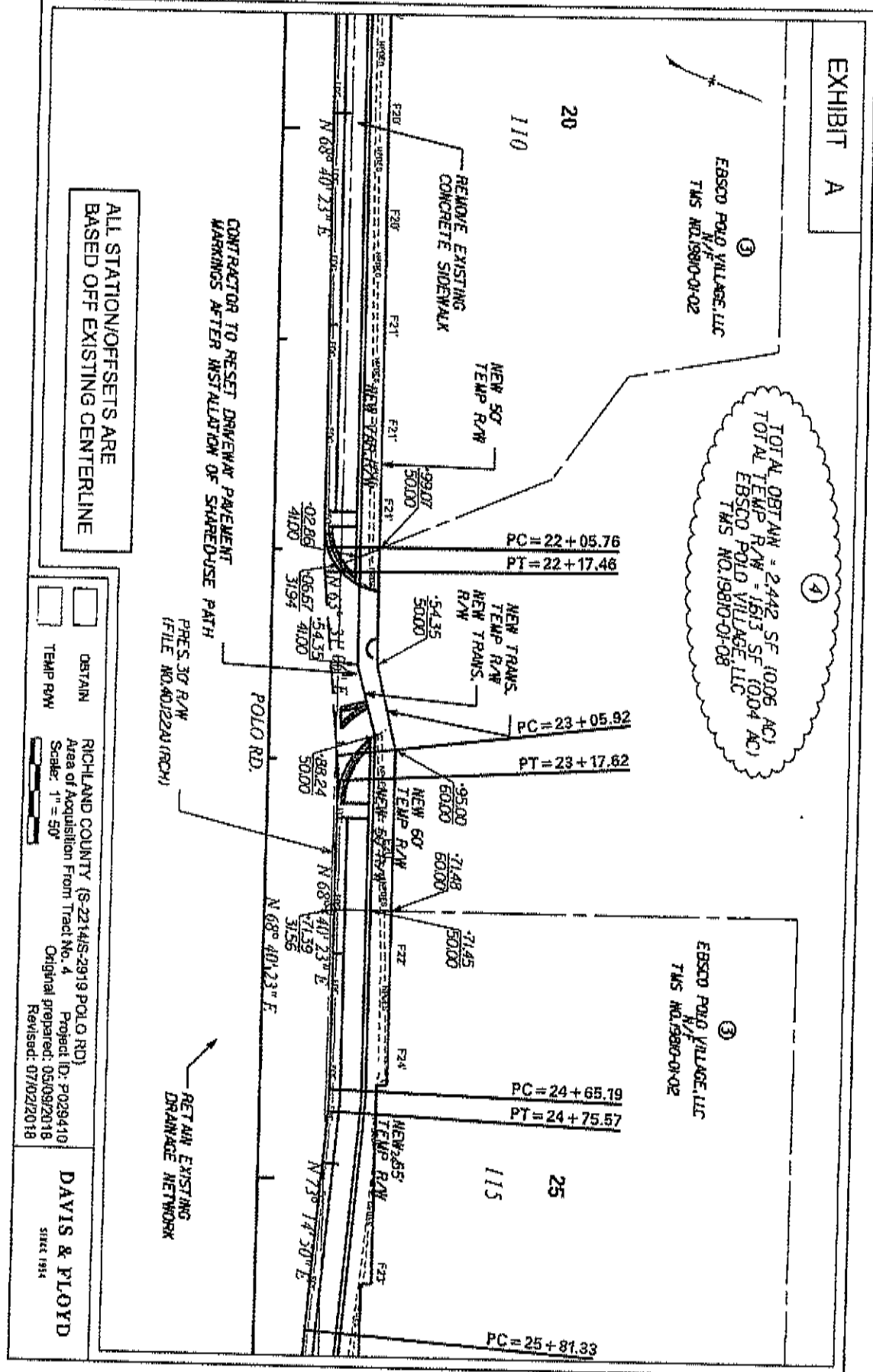
ALL STATION/OFFSETS ARE
BASED OFF EXISTING CENTERLINE

RICHLAND COUNTY (S-2214/S-2919 POLO RD)
Area of Acquisition From Tract No. 4
Project ID: P029410
Scale: 1" = 50'
Original prepared: 05/09/2018
Revised: 07/02/2018

DAVIS & FLOYD
SHEET 1934

CONTRACTOR TO RESET DRIVEWAY PAVEMENT
MARKINGS AFTER INSTALLATION OF SHARED-USE PATH
PRES. 30' R/W
(FILE NO.40122A1(RCH))

RETAIN EXISTING
DRAINAGE NETWORK



P.O. OR... S. SALTWATER
SCALE: 1" = 50'
PLOTTED: 04/28/18
REV: 04/28/18
PLOT: 04/28/18

RIGHT OF WAY AGENT'S WORKSHEET

Road/Route: Polo Road (S-2214, S-2919) Shared Use Path Pin N/A File: N/A
 County: Richland Project: PO29410 Item 180
 Plan Sheet: 4A, 6, D1 R/W Agent Luke Meetze Tract Tract 3
 Property Address (Physical): 1270 Polo Road, Columbia S.C. 29223

OWNER'S AND ADDRESSES

EBSCO Polo Village, LLC
 5724 Highway 280 E
 Name & Address: Birmingham, AL 35242
 Phone: Day _____ Evening _____

Leslie Yeilding - 205-981-5135 -cell 205-3063795
 Jason Avery - 205-521-8618

MORTGAGES AND ADDRESSES

Capital One Multifamily Finance, LLC
 7600 Wisconsin Avenue, Suite 800
 Name & Address: Bethesda, MD 20814

d, 1-30-15

Recorded: Book 2002 Page 2693 Date rec. 2-2-15 Amount \$20,450,000.00

Lessees Liens Judgements

Assigned To: U.S. Bank National Association, As Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp. Multifamily Mortgage Pass-Through Certificates, Series 2016-K53
 Book 2100 Page 286
 March 29, 2016, Rec. April 1, 2016
 Name(s)/Addresses: Note: Without Recourse

OWNERSHIP

Before: 3.61 AC Dimensions: Irregular
9,037 SF/0.21 AC

Acquisition: Temp. Easement 7,571 SF/0.17 AC

After: 3.40 AC

	<u>2002</u>	<u>2688</u>
	<u>1490</u>	<u>2761</u>

Tax Map No.: 19810-01-02 (a portion of) Plat Information: Book 1766 Page 2183

TITLE ABSTRACT

From	To	Date	Amount	Book	Page
Polo Village II, LLC	EBSCO Polo Village, LLC	D. January 29, 2015 R. February 2, 2015	7,201,538.46	R2002	2688
Eagle Tract, LLC	Polo Village II, LLC	D. January 28, 2009 R. January 29, 2009	\$720,000.00	R1490	2761
Polo Village, LLC	Polo Village II, LLC	D. May 17, 2012 R. May 22, 2012	10.00	1766	2183

Type Of Instrument: Easement Title Permission Other

Condemn Yes No Advertise: Yes No

Survey (1) From 107+99.32 To 112 left (2) From 113+70 To 117+17.78 left

Temp. Construction Easement

Stations (3) From 107+93.15 To 112 left (4) From Easement 113+70 To 117+17.78 left

1-New variable width R/W 1- Variable width

2-New variable width R/W 2- variable width

3-New variable width R/W 3-variable width

4-New variable width R/W 4-variable width

Width Of R/W _____ Feet, That Is _____ Feet On _____ Left of Pole Road _____ Side Of The Centerline

OTHER SPECIAL PROVISION

TRIANGULAR AREAS

Size _____ Lt Rt Sta _____ At The Intersection Of _____ & _____

Size _____ Lt Rt Sta _____ At The Intersection Of _____ & _____

Outfall Ditch: Construct Clean Right Of Way

Rt Lt Sta _____ For _____ Feet

Rt Lt Sta _____ For _____ Feet

Construction Slopes: _____ Between Survey Stations _____ & _____

Relocated Centerline: _____ Between Survey Stations _____ & _____

PRELIMINARY CONTACT

Person Contacted Leslie Yeilding Date 5-30-17

Person Present Luke Meetze Place Contacted EBSCO Polo Village, LLC
5724 Highway 280 E
Birmingham, AL 35242

Remarks:

Date Brochure Delivered _____ Date Appraisal Approved _____

Date 100% Drawdown Offered (Federal Projects Only) N/A

Appraisal Requested: Yes No

Additional Remarks:

5-24-17 Agent received the title opinion from Jennifer Bragg.
5-30-17 Preliminary contact and plans were mailed to the address provided.
6-5-17 Received a phone call from Leslie Yeilding expressing his disapproval of the right-of-way required from his properties. After speaking with Jennifer Bragg I called him back to request a conference call with him, Jennifer Bragg and myself. He agreed to a conference call he told me he would have to see when his lawyer was available to sit in on

the call as well. He provided me with his email to contact him to set up the conference call. I emailed him thanking him for speaking with me and asked him to let me know when he would be available for the conference call.

6-7-17 Phone conference scheduled for 6-9-17 at 11:00 a.m.

6-9-17 Had conference call with Leslie Yeilding of EBSCO. Jack Kubiszyn, Aaron Amick, and Jennifer Bragg were on the call. They had many questions and concerns about the specifics of the path. They were concerned with how it would affect their compliance with all zoning ordinances. They wanted the CAD drawings of the plans to share with their surveyor. They proposed the idea of an easement in place or a title. Jennifer Bragg is going to get the CAD drawings and an updated set of plans and provide it to me so I can make it available to them. An appraisal will not be ordered until this happens.

6-15-17 CAD drawings and updated set of plans forwarded to Leslie Yeilding and company.

6-15-17 Jack Kubiszyn confirmed that they would like to move forward with an easement instead of a title.

6-23-17 Jack Kubiszyn confirmed they would like to go the route of a reduced ROW with a temporary construction easement.

6-23-17 Finalized set of plans was emailed to Jack Kubiszyn per request.

6-24-17 Jack Kubiszyn emailed a list of questions about the ROW. I met with Mrs. Jennifer Bragg and we responded to his questions.

6-24-17 Emailed Tim Seybt requesting appraisal.

8-22-17 Was informed by Tim Seybt that the project was placed on hold.

4-30-18 Tim Seybt emailed informing that appraisal was in and appraisal was picked up and delivered to me by Mike Meetze.

5-5-18 Emailed Jack Kubiszyn telling him that the county was ready to move forward with the project and that I would be sending out an official offer letter in the coming week. Requested address to send offer letter to. Also requested a conference call with his team once they had reviewed the offer letter.

5-5-18 Received an automated response that Jack Kubiszyn was not working there anymore. Proceeded to email Leslie Yeilding who was my initial contact.

5-7-18 Mr. Yeilding reiterated their desire to convert the right-of-way to an easement as opposed to an acquisition. I informed him that those plans were still in place.

5-11-18 Mailed offer letter and appraisal to the address on file.

5-22-18 Received email from Jason Avery representing EBSCO Polo Village apartments informing me that he was to be my point of contact. He appears to be taking the place of Jack Kubiszyn. He also requested the most recent exhibits of the project. Emailed him later that evening with the most recent exhibits.

6-6-18 Received email from Jason Avery asking if I would be the one to prepare the documents for the easement. I informed him that I would be doing this.

6-28-18 Received email from Jason Avery asking if the easement had been prepared. I responded that I was waiting for Davis & Floyd to let me know how the deed should be prepared. He also reiterated that their mortgage agreement doesn't allow for a fee simple hut does allow for an easement. I informed him that in order for Richland County to cut them a check that we would need a mortgage release.

7-19-18 The temporary ROW easement and permanent easement were mailed to the address of file. I emailed Jason Avery informing him of this and he requested that I email him a copy of the documents as well. I sent him a pdf version of both easements and all exhibits for his review.

7-20-18 Jason Avery emailed requesting the CAD files. I emailed him the CAD files that I sent a year ago.

7-25-18 Jason Avery emailed requesting a conference call on 7-26-18 at 9:30 Eastern time.

7-26-18 Had a conference call with Jason Avery and several others representing EBSCO Polo Village. They had some questions regarding the landscaping and irrigation systems. Were those figured into the offer amount? They also had several other specific questions regarding items that would or would not be affected by the construction. I asked them to type up a list of specifics that they would like addressed and email that to me.

7-30-18 Received a list from EBSCO of questions regarding the easement. Forwarded those questions to Tim Seybt.

7-30-18 Received email from Tim Seybt in response to questions and forwarded those responses to EBSCO. Also requested to meet on the site with a representative to look at irrigation and account for all landscaping in the appraisal.

8-21-18 Emailed asking when someone would be available to meet with me on site or discuss the irrigation and landscaping. Also informed them that the deadline for the project was September 10.

9-6-18 Received email from Jason Avery. Email contained 2 landscaping quotes. They requested more money for landscaping and expressed concerns over how the storm water drainage would be handled. They asked to meet on site to go over some of the details. I relayed their concerns to Tim Seybt.

9-11-18 Responded to Mr. Avery raising the offer for landscaping to \$30,000. I also informed him of how the storm water drainage would be handled and that EBSCO would actually have less runoff issues with the way the storm drain will be constructed then they currently do.

9-14-18 Received email from Jason Avery expressing concerns over how the fence would be moved and if it would be put back to their specifications. He still continued to express concern over the drainage and irrigation system and requested to meet on site. I relayed his concerns to Mr. Seybt.

9-18-18 Received email from Kevin Sheppard stating they would be fine with meeting on site and to request some dates and times to meet. I relayed this information and requested some times to meet on site.

9-19-18 A meeting was scheduled for the 24th at 4:00 at the Polo Village Site

9-24-18 Met with Polo Village representatives at the site along with Kevin Sheppard and Tim Seybt. Their main concerns were about the storm water drainage and how it would affect water running onto their property. We explained that as a result of the curb and gutter being put in as part of the project that they would have less water running onto their property then they currently do. They also expressed concern over the irrigation system that would need to be moved. Concerns were about how much irrigation would be affected and how it would be moved. There

was also concern over not knowing exactly where the irrigation system lay underground and how that would affect the construction and how it would be replaced. Some of the questions will have to be left unknown due to the fact that no one knows exactly where the irrigation lines run under the ground. We assured them that regardless of the circumstances that the irrigation would be placed back as it was.

9-25-18 Received email from Jason Avery requesting a phone conference with Tim Seyht, Kevin Sheppard and myself to discuss some issues around replacing irrigation, and the timing of that so that the front entrance remains up to its current state and potential cost related to this.

9-26-18 A phone conference with all parties was scheduled for October 2 at 3:30 Eastern. An updated offer letter detailing the increased amount of \$30,000 for landscaping was emailed to Jason Avery. A mortgage release agreement was also emailed to Jason Avery.

10-2-18 Phone conference was held between Jason Avery, Leslie Yeilding, Aaron Amick, Tim Seybt, Kevin Sheppard and myself. Irrigation system replacement was discussed but the main issue continued to be the mortgage release as they continued to insist their mortgage company would not sign a release. They requested the SCDOT Right of Way Manual.

10-2-18 Kevin Sheppard provided me the SCDOT Right of Way manual which I forwarded to Jason Avery and the rest of the EBSCO members on the conference call.

10-2-18 Received email from Jason Avery asking why the manual seemed to be more geared for SCDOT highway acquisitions (whether fee or by easement), as opposed to an easement for a pathway granted in favor of Richland County.

10-3-18 Relayed response to Jason Avery that the County entered into an Intergovernmental Agreement (IGA) with SCDOT specifying the cooperative requirements regarding the design, right of way acquisition and construction services for the improvement(s) of certain transportation facilities throughout Richland County. Also attached to the email were the pages of this IGA in reference to the Right of Way Acquisition.

10-8-18 Received a phone call from Jason Avery, Leslie Yeilding, and Aaron Amick stating that they were comfortable with everything related to the project but the only remaining issue was the mortgage release. The found in the SCDOT manual where the Assistant Director or Director of Right of Way for the SCDOT could waive the mortgage release. They requested that we attempt to have the mortgage release waived.

10-9-18 Tim Seybt informed me he would be requesting the waiver from the SCDOT.

10-15-18 Tim Seybt emailed me informing me that the SCDOT had declined to grant the waiver and that the only recourse at this point was condemnation. He also informed me that we would need to rescind our counter offer and condemn on the official appraised amount. I emailed this information to Jason Avery.

10-16-18 Received email from Jason Avery requesting we hold off on the condemnation until they were able to have further internal discussions as well as communication with their lender. He also requested the name and contact information of whom the waiver request was submitted to in the SCDOT. I emailed this to Tim Seybt.

10-16-18 Tim Seybt responded that we would not provide the contact information for the person at the SCDOT because it is not the property owners place to communicate with the SCDOT. He said we would hold off the condemnation notice until November 1 but at that point we would have to move forward. I relayed this information to Jason Avery.

10-17-18 Emailed Jason Avery forwarding a mortgage agreement to see if they were able to utilize this.

10-17-18 Received email from Jason Avery expressing concern of the use of the terms "deed of easement" in the mortgage agreement.

10-17-18 Relayed this concern to Tim Seybt and he adjusted the language to state "permanent easement". I forwarded this along to Jason Avery.

RIGHT OF WAY AGENT'S WORKSHEET

Road/Route: Polo Road (S-2214, S-2919) Shared Use Path Pin N/A File: N/A
 County: Richland Project: PO29410 Item 180
 Plan Sheet: 4A, 6, D1 R/W Agent Luke Meetze Tract Tract 4
 Property Address (Physical): 1270 Polo Road, Columbia S.C. 29223

OWNER'S AND ADDRESSES

EBSCO Polo Village, LLC
 5724 Highway 280 E
 Birmingham, AL 35242
 Leslie Yeilding - 205-981-5135 -cell 205-3063795
 Jason Avery - 205-521-8618

Name & Address:

Phone: Day _____ Evening _____

MORTGAGES AND ADDRESSES

Capital One Multifamily Finance, LLC
 7600 Wisconsin Avenue, Suite 800
 Name & Address: Bethesda, MD 20814

Recorded: Book 2002 Page 2963 Date rec. 2-2-15 Amount 20,450,000.00
 Lessees Liens Judgements

d. 1-30-15
 Assigned To: U.S. Bank National Association, As Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp. Multifamily Mortgage Pass-Through Certificates, Series 2016-K53
 Book 2100 Page 286
 March 29, 2016, Rec. April 1, 2016

Name(s)/Addresses: Note: Without Recourse

OWNERSHIP

Before: **17.75 AC** Dimensions: **Irregular**
 2,442 SF/0.06 AC
 Acquisition: **Temp. Easement 1,613 SF/ 0.04 AC**
 After: **17.69 AC**

2002 2682
 1142 1555
 Tax Map No.: 19810-01-08 (a portion of) Plat Information: Book 1766 Page 2183

TITLE ABSTRACT

From	To	Date	Amount	Book	Page
Polo Village, LLC	EBSCO Polo Village, LLC	D. January 29, 2015 R. February 2, 2015	20,198,461.54	R2002	2682
Ripley Point Associates, LLC	Polo Village, LLC	D. January 12, 2006 R. January 13, 2006	\$10.00	R1142	1555
Decd of Polo Village, LLC	Polo Village II, LLC			1766	2183

Type Of Instrument: Easement Title Permission Other
 Condemn Yes No Advertise: Yes No

Survey (1) From 112 To 113+70 left (2) From Temp. Construction Easement 112 To 113+70 left
 Stations (3) From _____ To _____ (4) From _____ To _____
 Width Of R/W 1-New Variable width R/W Feet, That Is 1-Variable Width Feet On Left of Polo Road Side Of The Centerline
2-New variable width R/W 2-variable width

OTHER SPECIAL PROVISION

TRIANGULAR AREAS

Size _____ Lt Rt Sta _____ At The Intersection Of _____ & _____
 Size _____ Lt Rt Sta _____ At The Intersection Of _____ & _____
 Outfall Ditch: Construct Clean Right Of Way
 Rt Lt Sta _____ For _____ Feet
 Rt Lt Sta _____ For _____ Feet
 Construction Slopes: Between Survey Stations _____ & _____
 Relocated Centerline: Between Survey Stations _____ & _____

PRELIMINARY CONTACT

Person Contacted Leslie Yeilding Date 5-30-17

Person Present Luke Meetze Place Contacted EBSCO Polo Village, LLC
5724 Highway 280 E
Birmingham, AL 35242

Remarks:

Date Brochure Delivered _____ Date Appraisal Approved _____

Date 100% Drawdown Offered (Federal Projects Only) N/A

Appraisal Requested: Yes No

Additional Remarks:

5-24-17 Agent received the title opinion from Jennifer Bragg.
 5-30-17 Preliminary contact and plans were mailed to the address provided.
 6-5-17 Received a phone call from Leslie Yeilding expressing his disapproval of the right-of-way required from his properties. After speaking with Jennifer Bragg I called him back to request a conference call with him, Jennifer Bragg and myself. He agreed to a conference call he told me he would have to see when his lawyer was available to sit in on the call as well. He provided me with his email to contact him to set up the conference call. I emailed him thanking him for speaking with me and asked him to let me know when he would be available for the conference call.
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drawings and an updated set of plans and provide it to me so I can make it available to them. An appraisal will not be ordered until this happens.

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6-15-17 Jack Kubiszyn confirmed that they would like to move forward with an easement instead of a title.

6-23-17 Jack Kubiszyn confirmed they would like to go the route of a reduced ROW with a temporary construction easement

6-23-17 Finalized set of plans was emailed to Jack Kubiszyn per request.

6-24-17 Jack Kubiszyn emailed a list of questions about the ROW. I met with Mrs. Jennifer Bragg and we responded to his questions.

6-24-17 Emailed Tim Seybt requesting appraisal.

8-22-17 Was informed by Tim Seybt that the project was placed on hold.

4-30-18 Tim Seybt emailed informing that appraisal was in and appraisal was picked up and delivered to me by Mike Meetze.

5-5-18 Emailed Jack Kubiszyn telling him that the county was ready to move forward with the project and that I would be sending out an official offer letter in the coming week. Requested address to send offer letter to. Also requested a conference call with his team once they had reviewed the offer letter.

5-5-18 Received an automated response that Jack Kubiszyn was not working there anymore. Proceeded to email Leslie Yeilding who was my initial contact.

5-7-18 Mr. Yeilding reiterated their desire to convert the right-of-way to an easement as opposed to an acquisition. I informed him that those plans were still in place.

5-11-18 Mailed offer letter and appraisal to the address on file.

5-22-18 Received email from Jason Avery representing EBSCO Polo Village apartments informing me that he was to be my point of contact. He appears to be taking the place of Jack Kubiszyn. He also requested the most recent exhibits of the project. Emailed him later that evening with the most recent exhibits.

6-6-18 Received email from Jason Avery asking if I would be the one to prepare the documents for the easement. I informed him that I would be doing this.

6-28-18 Received email from Jason Avery asking if the easement had been prepared. I responded that I was waiting for Davis & Floyd to let me know how the deed should be prepared. He also reiterated that their mortgage agreement doesn't allow for a fee simple but does allow for an easement. I informed him that in order for Richland County to cut them a check that we would need a mortgage release.

7-19-18 The temporary ROW easement and permanent easement were mailed to the address of file. I emailed Jason Avery informing him of this and he requested that I email him a copy of the documents as well. I sent him a pdf version of both easements and all exhibits for his review.

7-20-18 Jason Avery emailed requesting the CAD files. I emailed him the CAD files that I sent a year ago.

7-25-18 Jason Avery emailed requesting a conference call on 7-26-18 at 9:30 Eastern time.

7-26-18 Had a conference call with Jason Avery and several others representing EBSCO Polo Village. They had some questions regarding the landscaping and irrigation systems. Were those figured into the offer amount? They also had several other specific questions regarding items that would or would not be affected by the construction. I asked them to type up a list of specifics that they would like addressed and email that to me.

7-30-18 Received a list from EBSCO of questions regarding the easement. Forwarded those questions to Tim Seybt.

7-30-18 Received email from Tim Seybt in response to questions and forwarded those responses to EBSCO. Also requested to meet on the site with a representative to look at irrigation and account for all landscaping in the appraisal.

8-21-18 Emailed asking when someone would be available to meet with me on site to discuss the irrigation and landscaping. Also informed them that the deadline for the project was September 10.

9-6-18 Received email from Jason Avery. Email contained 2 landscaping quotes. They requested more money for landscaping and expressed concerns over how the storm water drainage would be handled. They asked to meet on site to go over some of the details. I relayed their concerns to Tim Seybt.

9-11-18 Responded to Mr. Avery raising the offer for landscaping to \$30,000. I also informed him of how the storm water drainage would be handled and that EBSCO would actually have less runoff issues with the way the storm drain will be constructed than they currently do.

9-14-18 Received email from Jason Avery expressing concerns over how the fence would be moved and if it would be put back to their specifications. He still continued to express concern over the drainage and irrigation system and requested to meet on site. I relayed his concerns to Mr. Seybt.

9-18-18 Received email from Kevin Sheppard stating they would be fine with meeting on site and to request some dates and times to meet. I relayed this information and requested some times to meet on site.

9-19-18 A meeting was scheduled for the 24th at 4:00 at the Polo Village Site

9-24-18 Met with Polo Village representatives at the site along with Kevin Sheppard and Tim Seybt. Their main concerns were about the storm water drainage and how it would affect water running onto their property. We explained that as a result of the curb and gutter being put in as part of the project that they would have less water running onto their property than they currently do. They also expressed concern over the irrigation system that would need to be moved. Concerns were about how much irrigation would be affected and how it would be moved. There was also concern over not knowing exactly where the irrigation system lay underground and how that would affect the construction and how it would be replaced. Some of the questions will have to be left unknown due to the fact that no one knows exactly where the irrigation lines run under the ground. We assured them that regardless of the circumstances that the irrigation would be placed back as it was.

9-25-18 Received email from Jason Avery requesting a phone conference with Tim Seybt, Kevin Sheppard and myself to discuss some issues around replacing irrigation, and the timing of that so that the front entrance remains up to its current state and potential cost related to this.

9-26-18 A phone conference with all parties was scheduled for October 2 at 3:30 Eastern. An updated offer letter detailing the increased amount of \$30,000 for landscaping was emailed to Jason Avery. A mortgage release agreement was also emailed to Jason Avery.

10-2-18 Phone conference was held between Jason Avery, Leslie Yeilding, Aaron Amick, Tim Seybt, Kevin Sheppard and myself. Irrigation system replacement was discussed but the main issue continued to be the mortgage release as they continued to insist their mortgage company would not sign a release. They requested the SCDOT Right of Way Manual.

10-2-18 Kevin Sheppard provided me the SCDOT Right of Way manual which I forwarded to Jason Avery and the rest of the EBSCO members on the conference call.

10-2-18 Received email from Jason Avery asking why the manual seemed to be more geared for SCDOT highway acquisitions (whether fee or by easement), as opposed to an easement for a pathway granted in favor of Richland County.

10-3-18 Relayed response to Jason Avery that the County entered into an Intergovernmental Agreement (IGA) with SCDOT specifying the cooperative requirements regarding the design, right of way acquisition and construction services for the improvement(s) of certain transportation facilities throughout Richland County. Also attached to the email were the pages of this IGA in reference to the Right of Way Acquisition.

10-8-18 Received a phone call from Jason Avery, Leslie Yeilding, and Aaron Amick stating that they were comfortable with everything related to the project but the only remaining issue was the mortgage release. They found in the SCDOT manual where the Assistant Director or Director of Right of Way for the SCDOT could waive the mortgage release. They requested that we attempt to have the mortgage release waved.

10-9-18 Tim Seybt informed me he would be requesting the waiver from the SCDOT.

10-15-18 Tim Seybt emailed me informing me that the SCDOT had declined to grant the waiver and that the only recourse at this point was condemnation. He also informed me that we would need to rescind our counter offer and condemn on the official appraised amount. I emailed this information to Jason Avery.

10-16-18 Received email from Jason Avery requesting we hold off on the condemnation until they were able to have further internal discussions as well as communication with their lender. He also requested the name and contact information of whom the waiver request was submitted to in the SCDOT. I emailed this to Tim Seybt.

10-16-18 Tim Seybt responded that we would not provide the contact information for the person at the SCDOT because it is not the property owners place to communicate with the SCDOT. He said we would hold off the condemnation notice until November 1 but at that point we would have to move forward. I relayed this information to Jason Avery.

10-17-18 Emailed Jason Avery forwarding a mortgage agreement to see if they were able to utilize this.

10-17-18 Received email from Jason Avery expressing concern of the use of the terms "deed of easement" in the mortgage agreement.

10-17-18 Relayed this concern to Tim Seybt and he adjusted the language to state "permanent easement". I forwarded this along to Jason Avery.



REQUEST OF ACTION

Subject: FY19 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$3,000** 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	\$151,500
Nickelodeon Theatre	\$ 3,000
Total	\$ 3,000
Remaining Balance	\$ 46,200

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.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: FY19 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$40,000** for District 10.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY18-19 fiscal year and as amended during the May 15th Regular Session pertaining to FY17-18 Rollover Funds. 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 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 164,850
FY2018 Remaining Amount		\$ 12,350
FY2019 Amount Previously Allocated		\$ 127,500
Remaining Balance		\$ 49,700
	Town of Eastover	\$ 30,000
	LR Diamond Day	\$ 2,500
	World Affairs Council	\$7,500
Total		\$ 40,000
Remaining Balance		\$ 9,700

C. Legislative / Chronological History

- 3rd Reading of the Budget FY18 – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the 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.