



Richland County Council

Regular Session
December 01, 2015 - 6:00 PM
Council Chambers

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Damon Jeter

Pledge of Allegiance

- 3 The Honorable Damon Jeter

Presentation of Resolutions

- 4 a. Move for a resolution honoring the life and heroism of Forest Acres Police Officer Gregory Alia and to declare December 14th as Officer Gregory Alia day in Richland County [ROSE, JETER, MANNING and PEARCE]

Approval of Minutes

- 5 Regular Session: November 17, 2015 [PAGES 9-19]
Zoning Public Hearing: November 24, 2015 [PAGES 20-26]

Adoption of Agenda

- 6

Report of the Attorney for Executive Session Items

- 7 a. Consultant Contract



Richland County Council

Citizen's Input

- 8** For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

- 9** a. Introduction of Employee

Report of the Clerk of Council

Report of the Chair

- 10** a. Personnel Matter

Open/Close Public Hearings

- 11** a. Ordinance to amend the agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Seibels Service Group, Inc.)
- b. An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year

Approval of Consent Items

- 12** 15-34MA
Tyson Reilly
RU to RS-E (202.56 Acres)
Heins Rd.
23500-05-03 [SECOND READING] [PAGES 27-28]
- 13** 15-35MA
Cynthia Weatherford
RS-HD to LI (1.27 Acres)
2610 Harlem St.
16204-08-01 [SECOND READING] [PAGES 29-30]
- 14** 15-37MA
Jonathan Yates
RU to GC (19.69 Acres)



Richland County Council

- 4600 Hardscrabble Rd.
20300-03-03 & 04 [SECOND READING] [PAGES 31-32]
- 15** 15-39MA
Nelson Lindsay
RU to LI (26.6 Acres)
Baker Rd.
15100-03-02 & 03 [SECOND READING] [PAGES 33-34]
- 16** 15-42MA
David Brandes
RU to GC (8.52 Acres)
Piney Grove Rd. & Piney Woods Rd.
04913-04-01/02/03/11/14 [SECOND READING] [PAGES 35-36]
- 17** 15-44MA
Sean Heideman
OI to GC (1 Acre)
5209 Two Notch Rd.
14108-09-12 [SECOND READING] [PAGES 37-38]
- 18** Council member Jackson's Motion Regarding Unauthorized Businesses
[PAGES 39-41]
- 19** Conservation Department – Hopkins Conservation Easement on Lower
Richland Blvd. [PAGES 42-45]
- 20** Solid Waste - Award of Contract for a Comprehensive Audit and RFID
RetroFit of All County Garbage and Recycling Roll Carts [PAGES 46-48]
- 21** Council-Administrator Form of Government Training; Council Rule
Amendment; Disciplinary Policy for Employees [PAGES 49-64] [ACCEPT AS INFORMATION]
- 22** Richland County Sheriff's Department Victims of Crime Act Special
Solicitation Grant; Equipment Only; 20% match [PAGES 65-110]

Third Reading Items

- 23** Ordinance to amend the agreement for designation of the I-77 Corridor
Regional Industrial Park dated April 15, 2003 by and between Fairfield and
Richland Counties so as to enlarge the Park (Seibels Service Group, Inc.)
[PAGES 111-118]



Richland County Council

- 24 An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year [PAGES 119-134]

Second Reading Items

- 25 Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro whereby Richland County will enter into a fee-in-lieu of tax agreement with Project Oro and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto [PAGES 135-179]
- 26 a. An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Project VA] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto [PAGES 180-197]

First Reading Items

- 27 An Ordinance Amending the Fiscal Year 2015-2016 Court Appointed Special Advocates Training Grant Annual Budget to add two new CASA Case Worker positions [PAGES 198-205]

Report of Development & Services Committee

- 28 Removal of Lien off of Property [PAGES 206-218]

Report of Administration & Finance Committee

- 29 Decker Center Change Order #1 [PAGES 219-331]
- 30 Magistrates, Authorization of Negotiation of Purchase Contract for 144 O'Neil Ct and 4913 North Main St properties [BACKUP DOCUMENTATION UNDER SEPARATE COVER] [PAGE 332]

Report of Rules & Appointments Committee



Richland County Council

Notification of Appointments

- 31** Transportation Penny Advisory Committee - 1 [PAGES 333-338]
- a. Murray Coleman
 - b. Ann Bruce-Watson
- 32** Lexington Richland Alcohol and Drug Abuse Council (LRADAC) - 2 [PAGES 339-348]
- a. L. Levern (Buddy) Wilson, Jr.
 - b. Jennifer Ford-Cooper
 - c. Roosevelt Garrick, Jr.
 - d. John Jacob Loveday
- 33** Richland Memorial Hospital Board - 2 [PAGES 349-356]
- a. Murray Coleman
 - b. Jennifer Ford-Cooper
- 34** Airport Commission - 3 [PAGES 357-360]
- a. Murray Coleman

Notification of Vacancies

- 35**
- a. Music Festival Commission - 1
 - b. Richland Memorial Hospital Board - 1

Rules and Appointments: Items for Action

- 36** Terms of Service - Eligibility Requirements after Two Consecutive Terms [PAGES 361]

Report of the Ordinance Review Ad Hoc Committee



Richland County Council

- 37**
- a. 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 prohibit the parking of motor vehicles in the front yard in certain Residential Zoning Districts [FIRST READING] [PAGES 363-366]
 - b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to decrease the maximum height of growth allowed [DENIAL] [PAGES 367-368]
 - 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 [FIRST READING] [PAGES 369-370]
 - d. Motion to name Courtroom 2b in the Judicial Center the Ada Harper James Courtroom [DENIAL] [PAGES 371-375]
 - e. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, Genrral Provisions; Section 1-15, Naming of Buildings; so as to exclude naming of rooms [FIRST READING] [PAGES 376-377]

Office of Small Business Opportunity Ad Hoc Committee

- 38**
- a. Compliance Process to track all contracts for SLBE Participation [ACTION]
 - b. Consultant Contract [ACTION]

Report from the 1,000 Year Flood Disaster Recovery Work Session

- 39**
- a. Approval to Develop Long Term Recovery Plan (Goal Completion = 60-90 days)
 - b. Establish Long Term Flood Recovery Blue Ribbon Advisory Committee
 - c. Establish County Staff Work Group
 - d. Develop Outreach Plan
 - e. Conduct Un-Met Needs Analysis
 - f. Communicate to State/Congressional Delegation



Richland County Council

Other Items

- 40** a. A Resolution to appoint and commission James O. Ballentine, Marcus L. Glenn, and Rayford Brown as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [PAGE 378]

Citizen's Input

- 41** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 42** a. All organizations that use a fiscal agent to administer grant funded projects through the Hospitality Tax and / or Accommodations Tax grant programs can only do so for three fiscal years, after which they must have a 501(c)(3) tax exempt status to receive future Hospitality Tax and / or Accommodations Tax grant funds from the County [LIVINGSTON]

Adjournment



Richland County Council



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

SOUTH CAROLINA

REGULAR SESSION MINUTES

November 17, 2015
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

PRESENTATION OF PROCLAMATION

World AID Day Proclamation – Mr. Rose, Mr. Manning and Ms. Dickerson presented a proclamation honoring World AIDS Day.

APPROVAL OF MINUTES

Regular Session: November 3, 2015 – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the agenda as published.

Mr. Malinowski moved, seconded by Mr. Washington, to add the following item to the agenda: "Determine if an act that amended Section 27-2-105, Code of Laws of South Carolina, 1976, approved in June 2014, is a violation of Home Rule". The vote in favor was unanimous.

Mr. Livingston moved, seconded by Ms. Dixon, to adopt the agenda as amended. The vote in favor was unanimous.



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Daniel Driggers
Warren Harley
Beverly Harris
Monique McDaniels
Kimberly Roberts
Brandon Madden
Roxanne Ancheta
Michelle Onley
Michael King
Ismail Ozbek
Larry Smith
Brad Farrar
Rudy Curtis
Geo Price
Laura Renwick
Will Simon
Liz McDonald
Rob Perry
Chris Gossett
Sparty Hammett
Jeff Ruble

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following items were potential Executive Session Items:

- a. **Sayad vs. Richland County – Pending Litigation**
- b. **State and Subrecipient Public Assistance Funding Agreement Severe Storm and Flooding (FEMA-4241-DR-SC) – Contractual Matter**

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:08 p.m.
and came out at approximately 6:30 p.m.*

- a. **Sayad vs. Richland County – Pending Litigation** – Mr. Manning moved, seconded by Ms. Dickerson, to direct Legal to proceed as directed in Executive Session. The vote in favor was unanimous.

CITIZENS' INPUT

(For Items on the Agenda Not Requiring a Public Hearing)

Ms. Helen Taylor Bradley, Ms. Wendy Brawley, Ms. Sabrina Todd and Ms. Rachel Larratt spoke regarding the recent flood event.

Mr. McDonald stated the concerns/questions addressed by Ms. Todd and Ms. Larratt will be discussed at the upcoming Flood Strategic Planning Meeting.

Mr. Malinowski stated he did not realize the County decided if someone could rebuild, but that FEMA and DHEC regulated this matter.

Mr. McDonald stated the County and FEMA both play a part in the decision regarding rebuilding. The County has codes that regulate construction in the floodplains and floodways. The codes are governed by FEMA regulations.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Judge Strickland was in the audience.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Introduction of Employees** – Mr. McDonald introduced Ms. Liz McDonald, County Assessor and Mr. Jeff Ruble, Economic Development Director, to Council.

Mr. McDonald further stated this would be Mr. Hammett's last Regular Session Council meeting.

REPORT OF THE CLERK OF COUNCIL

Flood Strategic Planning Meeting – Ms. McDaniels reminded Council of the Flood Strategic Planning Meeting on Monday, November 23rd, 9:00 a.m. – 4:00 p.m. in the 4th Floor Conference Room.

December Meeting Dates: December 1, 8, and 15 – Ms. McDaniels reminded Council of the December Council meeting dates and requested any motions or items for the December 1st Council meeting be forwarded to the Clerk’s Office no later than 10 a.m. on November 25th.

REPORT OF THE CHAIRMAN

Vulcan Materials Presentation – Mr. Elliott Botzis, VP and General Manager of Vulcan Materials – South Carolina Operations, thanked Council for their support and celebrate the public/private sector success between the County Landfill and Vulcan.

Mr. Botzis stated, over the last two years, Vulcan has moved and placed 3 million tons of overburdened material at the County Landfill. It is estimated this saved the County approximately \$6.5 million.

Vulcan Materials presented a \$5,000 check to the Richland County Salvation Army.

SECOND READING ITEMS

An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

- | <u>FOR</u> | <u>AGAINST</u> |
|-------------------|-----------------------|
| Dixon | Malinowski |
| Jackson | Rose |
| Livingston | Pearce |
| Dickerson | Rush |
| Washington | |
| Manning | |
| Jeter | |

The vote was in favor.

Ordinance to amend the agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so s to enlarge the Park (Seibels Service Group, Inc.) – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski inquired about the benefits to Richland County of this agreement.

Mr. Livingston stated in order for Seibels Service Group to be included in the Industrial Park the County has to approve the agreement.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE

- a. **Accept the roads and storm drainage “as-is” in Hunter Run Subdivision (Phase I) into the County inventory for ownership and maintenance** – Ms. Dixon stated the committee recommended that Council approve the request to accept the roads and storm drainage “as is” in Hunters Run Subdivision (Phase 1) into the County’s inventory for ownership and maintenance, contingent upon the Bond on the Hunters Run Subdivision being satisfied,

Mr. Washington inquired about the policy on the length of time the County holds the bond.

Mr. Hammett stated there is no policy at this time. Mr. Malinowski has a motion that will be taken up at the Council Retreat regarding this matter.

Mr. Washington stated it was his understanding Council had previously discussed putting a 5-year bond on the developers.

Mr. Hammett stated to his knowledge there was never a discussion of putting a time limit in place.

Mr. Washington inquired if the owner received approval from the County to make repairs.

Mr. Hammett stated the new owner did receive the County’s approval to make some repairs, although he was not legally required to do so.

Mr. Hammett further stated the roads still need additional repairs, but this is a unique situation. The original owner, which is now deceased, maintained the bond in place and the new owner came in and made repairs even though he did not have to do so.

Mr. Washington stated his concern was the original bond was for \$1 million in 2007 and it has been reduced down to \$100,000.

Mr. Hammett stated that is the way most jurisdiction handle bonds. The bond is taken out in the amount of the original construction cost and then the amount is reduced down. These particular roads were almost completed at the time and therefore, the bond was reduced.

Mr. Jackson inquired what the life of a road is if it is constructed to County's standards.

Mr. Hammett stated the average life would be 10-15 years.

The vote was in favor.

Ms. Dickerson moved, seconded by Mr. Rose, to reconsider this item. The motion failed.

REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE

- a. **Creation of Three New CASA Caseworker Positions** – Mr. Pearce stated the committee recommended Council refer this item to the FY17 budgetary process.

Mr. Pearce stated additional information has come to light stressing the imperative nature of CASA receiving some assistance. CASA's caseload has increased significantly and Ms. Green has had to pull supervisory personnel and place them in the field. The dilemma was how to fund the needed positions. After speaking with staff, CASA has a grant that will allow them to borrow money and fund 2 of the 3 positions now. During the FY17 budget, the matter will be taken up to provide CASA a more permanent solution. Additionally, the money borrowed from the grant would need to be replaced in the FY17 budget.

Mr. Pearce made a substitute motion, seconded by Ms. Dickerson, to fund 2 of the 3 requested positions utilizing money from the CASA grant.

Mr. Malinowski inquired if other funding sources had been explored.

Mr. Harley stated available resources were discussed with Ms. Green and that is when the grant funds were identified that could be utilized.

Mr. Pearce stated the other option discussed was utilizing unfilled positions, but those positions had been earmarked for another program; therefore, that avenue was unavailable.

Mr. Livingston inquired if the grant required the positions to be picked up.

Mr. Harley stated the grant does not require the positions to be picked up.

Mr. Manning inquired if anyone was addressing the issue of why the caseloads are growing.

Ms. Green stated the surge of children that have entered foster care are a direct result of the change in administration at DSS. On average CASA served 500 children per day and now they are serving approximately 900 children per day.

Mr. Manning inquired if CASA receives any State funding.

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Ms. Green stated the County has an MOU with SCDSS to receive reimbursement from Federal 4E funds.

Mr. Manning inquired what the increase in those funds has been.

Ms. Green stated there is no increase. It is based on a formula based upon the personnel budget (i.e. Personnel Budget – 50% and then 75% of that amount).

Ms. Dixon inquired how the closing of foster homes will affect CASA.

Ms. Green stated CASA has been significantly impacted by the closing of foster homes already. There are Richland County children being housed in Beaufort, Charleston and Rock Hill, which puts a significant amount of stress on personnel that have to visit these children monthly. There are approximately 10-15 children housed outside of the State that receive telephone monitoring instead of monthly visits.

Ms. Dickerson requested Ms. Green research reimbursement from the State.

Mr. Jackson inquired of Mr. McDonald if the Local Government Fund was fully funded would it assist with funding these programs.

Mr. McDonald stated if the County received full funding of the Local Government Fund many of the issues being brought to Council would not be necessary.

Mr. Jackson stated the State has an excess of over a \$1 billion and yet they have not fully funded the Local Government Fund.

Mr. Manning thanked Mr. Jackson for his comments.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dixon, to reconsider this item. The motion failed.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Project VA] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure credits in respect of investment in related infrastructure; and other matters related thereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

- b. **Economic Development Set Aside Grant from the Department of Commerce** – Mr. Livingston stated this is a pass through grant from the Department of Commerce on behalf of General Information Services, Inc.

Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

- c. **FY16 State Appropriation Act for Richland County Economic Development** – Mr. Livingston stated the County received \$100,000 pass through grant the State of South Carolina to Midlands Development Corporation. The grant will be utilized to alleviate unfair education and economic barriers in the Lower Richland community and surrounding areas.

Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Malinowski inquired where the Midlands Development Corporation located.

Mr. Livingston stated he was not familiar with its physical location.

Mr. Livingston moved, seconded by Mr. Washington, to reconsider this item. The motion failed.

- d. **Palmetto Health JEDA Bond Issuance** – Mr. Livingston stated this item requires a public hearing. Therefore, the recommendation is to defer action until the Council meeting in which the public hearing is held.

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

REPORT OF TRANSPORTATION AD HOC COMMITTEE

- a. **Bluff Road Widening Project, On-Call Engineering Team Service Agreement** – Mr. Livingston stated the committee recommended approval of the agreement with Parrish & Partners, LLC for \$1,376,760.00, which includes a 10% contingency. It also includes a 82% SLBE participation and a 22% DBE participation.

Mr. Malinowski inquired how the Services Not Provided by the consultant are provided.

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Mr. Perry stated those services would be provided by the Program Development Team and/or Richland County staff.

Mr. Malinowski inquired if the “lighting feasibility study” to be conducted by the consultant is different than the “Lighting plans” listed under Services Not Provided.

Mr. Perry stated the consultant is to research the feasibility of lighting, but not come back with a full plan since it has not been decided if that will be a part of the projects.

Mr. Perry stated “Exhibit B” (p. 109 in agenda) depicts where the subsurface utilities may be placed with the intersecting roads that are needed to “chase” the utilities.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning

AGAINST

The vote in favor was unanimous.

- b. Atlas Road Widening Project, Executive Summary and Proposed Typical Section**
- c. Bluff Road Widening Project, Executive Summary and Proposed Typical Section**
- d. Clemson Road Widening Project, Executive Summary Proposed Typical Section – Mr. Livingston stated Items b, c, and d are related in the sense they are all typical sections.**

Mr. Pearce made a substitute motion, seconded by Ms. Dickerson, to approved Items b, c, and d.

Mr. Perry stated “Exhibit C” for Items b, c, and d depict the typical for each section.

Mr. Jackson expressed concern that there were no bike lanes on the Bluff Road Widening Project typical.

Mr. Perry stated based on the comments from the citizens, the City of Columbia and USC at the Bluff Road Widening public information meeting the recommendation was “Exhibit C”.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning

AGAINST

Jackson

The vote was in favor.

CITIZENS' INPUT
(Must Pertain to Items Not on the Agenda)

Ms. Helen Taylor Bradley spoke regarding the Lower Richland Sewer petition.

Ms. Rachel Larratt spoke regarding the Lower Richland Operations Center support for the Sol Music Festival.

OTHER ITEMS

- a. **State and Subrecipient Public Assistance Funding Agreement Sever Storm and Flood (FEMA-4241-DR-SC)** – This item was deferred until after Executive Session.
- b. **Determine if an act that amended Section 27-2-105, Code of Laws of South Carolina, 1976, approved in June 2014, is a violation of Home Rule** – Mr. Malinowski stated in June 2014, the State Legislature passed a law that the SC Geodetic Survey (SCGS) could change county boundaries lines. If there were disputes the SCGS would resolve them. If you were not pleased with the outcome then you could appeal the decision, which would incur court costs for the citizens, agencies and counties.

Section 7 of SC Law states “Where the General Assembly shall have the power to alter county lines at any time provided that before any existing county lines are altered it must first submitted to the qualified electors of the territory proposed to be altered and pass with a 2/3 majority vote.” Therefore, it would appear the law passed in 2014 is in direct conflict with Section 7.

Mr. Malinowski further stated if the Geodetic Survey is allowed to change county lines, every county stands to lose property values. This would directly impact the bonding impact and tax revenues.

Mr. Malinowski moved, seconded by Mr. Washington, to request an AG opinion regarding the above-referenced matter. The vote in favor was unanimous.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:37 p.m.
and came out at approximately 7:46 p.m.*

- a. **State and Subrecipient Public Assistance Funding Agreement Severe Storm and Flooding (FEMA-4241-DR-SC)** – Ms. Dixon moved, seconded by Mr. Malinowski, to enter into the agreement as discussed in Executive Session. The vote in favor was unanimous.

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

MOTION PERIOD

- a. **Motion to increase the daily inmate per diem for applicable jurisdictions at the Alvin S. Glenn Detention Center from \$25/day to \$35/day beginning July 1, 2016, and increasing \$10 each July 1 thereafter until reaching at least 95% of the current average daily cost per inmate. Once the rate has stabilized to reflect at least 95% of the actual daily costs, the per diem will automatically increase annually by the Consumer Price Index (CPI), as do other applicable Richland County taxes and fees.**

The current average daily cost per inmate is \$67.72. The current per diem provides only 37% of the daily cost, while increasing the per diem to \$35 in FY17 would provide 52% of the daily cost.

As a comparison, the County currently pays the City of Columbia a daily animal per diem of \$14 for animals housed at the animal shelter. [MALINOWSKI] – This item was referred to the A&F Committee.

- b. **Amendment of setbacks for telecommunication towers: Section 26-152(22)(c)(1) of the Richland County Land Development Code requires a minimum setback of one (1) foot for each foot of height of the tower when the tower abuts a residentially zoned parcel. Currently, the standards of this section do not take into consideration the fall zone of the tower. In lieu of 1:1 setbacks, I propose that the tower must be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties and street right-of-ways. The standards of Section 26-152(c) shall require a letter from a licensed engineer that includes the engineer's original signature and seal certifying the fall zones are designed so as to prevent the encroachments.** [RUSH] – This item was referred to the Ordinance Review Ad Hoc Committee.
- c. **In an attempt to stop this unethical behavior of certain council members leaking confidential information to the media and other sources I move that Richland County Council develop a policy to address these unethical behaviors. Executive session items, confidential items and FOIA requests must be handled by the proper channels. As for staff, any staff member caught misrepresenting the agency of the Administrator shall be fired immediately. As for council members misbehavior even though we have the Ethics**

Commission, Council should develop some rules. This is becoming a common practice and it damages the integrity of this body. [JACKSON] – This item was deferred to Legal for review.

ADJOURNMENT

The meeting adjourned at approximately 7:49 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

November 24, 2015
7:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:02 PM

ADDITIONS/DELETIONS TO THE AGENDA

Mr. Pearce moved, seconded by Ms. Dixon, to adopt the agenda as published. The vote in favor was unanimous.

MAP AMENDMENTS

15-34MA, Tyson Reilly, RU to RS-E (202.56 Acres), Heins Rd., 23500-05-03 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Robert Fuller, Mr. Bill Flowers, Mr. David Winburn, Mr. Max Cookes, Mr. Scott Arquilla spoke in favor of this item.

Mr. Jay Keefer, Ms. Carol Ward, Mr. Cody Zilhaver, and Rep. Joe McEachern spoke in opposition of this item.

The floor to the public hearing was closed.

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

FOR

Dixon
Malinowski
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Warren Harley
Monique McDaniels
Kimberly Roberts
Michelle Onley
Geo Price
Sparty Hammett
Quinton Epps
Amelia Linder
Tracy Hegler
Tommy DeLage

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The vote in favor was unanimous.

15-35MA, Cynthia Weatherford, RS-HS to LI (1.27 Acres), 2610 Harlem St., 16204-08-01 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Ms. Cynthia Weatherford spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Washington	
Manning	
Jeter	

The vote in favor was unanimous.

15-37MA, Jonathan Yates, RU to GC (19.69 Acres), 4600 Hardscrabble Rd., 20300-03-03 & 04 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Jonathan Yates spoke in favor of this item.

The floor to the public hearing was closed.

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

15-38MA, Robert Frazier, RS-LD to OI (.57 Acres), 5430 Lower Richland Blvd. [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

**Richland County Council
Zoning Public Hearing
Tuesday, November 24, 2015
Page Three**

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

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Washington	
Manning	
Jeter	

The vote in favor was unanimous.

15-39MA, Nelson Lindsay, RU to LI (26.6 Acres), Baker Rd., 15100-03-02 & 03 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Washington	
Manning	
Jeter	

The vote in favor was unanimous.

15-40MA, Jay Dalal, RU to NC (1.71 Acres), Piney Grove Rd., 04914-02-31 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Ms. Brenda McGriff, Ms. Bennett Johnson, Ms. Ella Battle and Mr. K. W. Ross spoke in opposition of this item.

**Richland County Council
Zoning Public Hearing
Tuesday, November 24, 2015
Page Four**

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Jackson, to deny the re-zoning request.

FOR

Dixon
Malinowski
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

15-41MA, David Brandes, RU to OI (2.02 Acres), 617 Piney Grove Rd., 04913-02-12 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. David Brandes and Ms. Kristi Sanderson spoke in favor of this item.

Ms. Brenda McGriff, Ms. Bennett Johnson, Ms. Krystal Adams, and Mr. K. W. Ross spoke in opposition of this item.

The floor to the public hearing was closed.

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

FOR

Dixon
Malinowski
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

**Richland County Council
Zoning Public Hearing
Tuesday, November 24, 2015
Page Five**

15-42MA, David Brandes, RU to GC (8.52 Acres), Piney Grove Rd. & Piney Woods Rd., 04913-04-01/02/03/11/14 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. David Brandes and Ms. Kristi Sanderson spoke in favor of this item.

Ms. Krystal Adams spoke in opposition of this item.

The floor to the public hearing was closed.

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

<u>FOR</u>	<u>AGAINST</u>
Dixon	
Malinowski	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Manning	
Jeter	

The vote in favor was unanimous.

15-43MA, Hugh Palmer, RS-MD to RC (5.23 Acres), Longtown & Rimer Pond Rd., [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Hugh Palmer spoke in favor of this item.

Mr. Trey Hair, Mr. Ken Queen, Mr. George Burley, Ms. Cathy Scott, Ms. Anne Burley, Mr. Jerry Rega, Ms. Eileen Rega, Ms. Naomi Langford, Mr. David Poole, Ms. Aggie Davis Jones, Ms. Charlene Lawyer, Mr. Barry Hill, Mr. Mark Langford, Mr. Peter Millar, Mr. David Whitener, Mr. Ben Montgomery, Mr. Walter Johnson, Ms. Elaine Estes, Mr. Michael Watts, Ms. Mary Lee, Mr. Rhett Sanders, Ms. Frances Deberry, Mr. Michael Lacey, Ms. Carol Peake, Ms. Linda Golphir, Ms. Liz Mull and Rep. Joe McEachern spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Mr. Jackson, to approve this item.

**Richland County Council
Zoning Public Hearing
Tuesday, November 24, 2015
Page Six**

FOR

Jackson
Pearce
Livingston
Manning
Jeter

AGAINST

Dixon
Malinowski
Rush
Dickerson
Washington

The motion for approval failed.

15-44MA, Sean Heideman, OI to GC (1 Acre), 5209 Two Notch Rd., 14108-09-12, [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Ms. Dickerson, to approve this item.

FOR

Dixon
Malinowski
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:49 PM.

Torrey Rush, Chair

**Richland County Council
Zoning Public Hearing
Tuesday, November 24, 2015
Page Seven**

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

Richland County Council Request of Action

Subject:

15-34MA
Tyson Reilly
RU to RS-E (202.56 Acres)
Heins Rd.
23500-05-03

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 HEREIN AS TMS # 23500-05-03 FROM RU (RURAL DISTRICT) TO RS-E (RESIDENTIAL, SINGLE-FAMILY – ESTATE DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a TMS # 23500-05-03 from RU (Rural District) zoning to RS-E (Residential, Single-Family – Estate District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-35MA
Cynthia Weatherford
RS-HD to LI (1.27 Acres)
2610 Harlem St.
16204-08-01

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 # 16204-08-01 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY DISTRICT) TO LI (LIGHT INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16204-08-01 from RS-HD (Residential, Single-Family – High Density District) zoning to LI (Light Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-37MA
Jonathan Yates
RU to GC (19.69 Acres)
4600 Hardscrabble Rd.
20300-03-03 & 04

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 PROPERTIES DESCRIBED AS TMS # 20300-03-03 & 04 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 20300-03-03 & 04 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-39MA
Nelson Lindsay
RU to LI (26.6 Acres)
Baker Rd.
15100-03-02 & 03

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 PROPERTIES DESCRIBED AS TMS # 15100-03-02 & 03 FROM RU (RURAL DISTRICT) TO LI (LIGHT INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 15100-03-02 & 03 from RU (Rural District) zoning to LI (Light Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-42MA

David Brandes

RU to GC (8.52 Acres)

Piney Grove Rd. & Piney Woods Rd.

04913-04-01/02/03/11/14

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 PROPERTIES DESCRIBED AS TMS # 04913-04-01/02/03/11/14 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 04913-04-01/02/03/11/14 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

15-44MA
Sean Heideman
OI to GC (1 Acre)
5209 Two Notch Rd.
14108-09-12

FIRST READING: November 24, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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 # 14108-09-12 FROM OI (OFFICE AND INSTITUTIONAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 14108-09-12 from OI (Office and Institutional District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: November 24, 2015
First Reading: November 24, 2015
Second Reading: December 1, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

Council member Jackson's Motion Regarding Unauthorized Businesses

November 24, 2015 - The Committee recommended that Council direct staff to develop and implement an approach, with input from the County's Legal Department, that utilizes the available enforcement mechanisms to remedy the issue of businesses operating outside of the County's ordinances related to business licenses.

Richland County Council Request of Action

Subject: Council member Jackson's Motion Regarding Unauthorized Businesses

A. Purpose

Council is requested to consider Council member Jackson's motion regarding unauthorized businesses and provide direction to staff.

B. Background / Discussion

At the September 8, 2015 Council meeting, Mr. Jackson made the following motion:

“Review and pursue the closure of all businesses operating without Richland County business license also businesses operating as other type business than that was approved. All SOB's that violate Richland County Ordinance and State laws”

The Planning and Business Service Center Departments regularly collaborate throughout the year to facilitate and ultimately enforce compliance by the business community with the County's requirements to conduct business.

Our Business Service Center is working to ensure that all businesses operating in Richland County are doing so with the appropriate business license(s). Additionally, we encourage all Council members to forward any complaints they receive from their constituents, relative to businesses operating without a business license, to our office so the appropriate response and action can be taken.

C. Legislative / Chronological History

Motion made by Mr. Jackson at the September 8, 2015 Council meeting.

D. Financial Impact

The financial impact would depend upon the direction provided to Council. Closing a business will naturally have an adverse finance impact on any licenses or fees that the business might have paid, or should have paid, to the County.

E. Alternatives

1. Consider Council member Jackson's and direct staff to objectively review and pursue the closure of all businesses operating in Richland County without the appropriate business license(s).

2. Consider Council member Jackson's motion, and provide direction to staff.

F. Recommendation

There is no recommendation. This is at the discretion of Council.

Recommended by: Norman Jackson
Department: Richland County Council
Date: September 8, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 11/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

If significant amendments are proposed to the current ordinance, it may be beneficial to have staff provide a financial impact analysis prior to approval.

Business Service Center

Reviewed by: Pam Davis

Date: 11/17/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

I recommend that Mr. Jackson’s motion be considered, consistent with the County’s Code of Ordinances relating to business licenses, and that Council provide specific, clear, and timely direction to County staff relating to sexually oriented businesses and compliance with all applicable County ordinances.

Legal

Reviewed by: Elizabeth McLean

Date: 11/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Enforcement mechanisms exist within the business license ordinance. In each case where a business is operating in violation of the ordinance, we would recommend that the department take such businesses on a case by case basis to determine the best method to achieve compliance within the existing ordinance. If Council wishes to amend the ordinance, that would need to be fully vetted.

Administration

Reviewed by: Roxanne Ancheta

Date: November 19, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Business Service Center will continue to monitor businesses to ensure that they have proper licenses. If Council Members, or any other individuals, know of businesses operating without proper licenses, please notify staff for follow up and enforcement. With regards to SOB’s, Council may wish to include this as an item for discussion at its Annual Retreat.

Richland County Council Request of Action

Subject:

Conservation Department – Hopkins Conservation Easement on Lower Richland Blvd.

November 24, 2015 - The Committee recommended that Council approve the request from the Richland County Conservation Commission (RCCC) to place a conservation easement on 60 acres on Lower Richland Blvd., and to purchase the development rights of the property for a sum of \$50,000, which will be paid from the RCCC Capital Acquisition Fund.

Richland County Council Request of Action

Subject: Conservation Department – Hopkins Conservation Easement on Lower Richland Blvd.

A. Purpose

County Council is requested to approve a conservation easement on 60 acres of property owned by Ted Hopkins on Lower Richland Blvd.

B. Background / Discussion

Richland County Conservation Commission (RCCC) recommends placing a conservation easement on 60 acres of “Oldfield” property owned by Mr. Ted Hopkins in Lower Richland.

In 2013 RCCC placed a conservation easement on 60 acres of farmland owned by Mr. Hopkins on the west side of Lower Richland Blvd. Mr. Hopkins owns several parcels between Garners Ferry and Air Base roads and wishes to increase the conserved property to include 60 acres on portions of two parcels (TMS 21800-05-16 and 21800-05-13) which are adjacent to the conservation easement in place.

RCCC is supportive of this easement because it increases permanently protected agricultural land and preserves the rural character, historic connections, scenic vista, and conservation values of the property. Development threatens the farmland due to its proximity to the urbanizing eastern edge of Columbia and its current zoning of residential, single family – medium density.

The benefits of protecting this land in perpetuity include:

- Maintaining agricultural production on prime agricultural soils - Marlboro and Dothan loamy sands
- Protecting natural habitats including an oak-hickory forest, mixed and evergreen windbreak/hedgerow woodland, open fields, and a pond that are important for wildlife habitat functions
- Preserving a portion of The Oldfield on Cabin Branch Plantation, which includes the boyhood home and probable birthplace of Gov. James Hopkins Adams
- Preserving open space for the scenic enjoyment of the public traveling on Lower Richland Blvd.
- Preserving the protective natural water quality buffer for Goose Branch, a tributary of Myers Creek

On July 27, 2015, RCCC unanimously approved placing a conservation easement on the Oldfield property. An \$833/acre purchase of development rights was negotiated for a total cost of \$50,000 which was unanimously approved by RCCC at its October 26th meeting.

C. Legislative / Chronological History

This is a staff initiated request; therefore, there is no legislative history.

D. Financial Impact

Funds are available in the RCCC Capital Acquisition Fund. There are no current negative tax implications to Richland County since this property is now, and will remain taxed at the agricultural rate.

E. Alternatives

1. Approve the request to place a conservation easement on 60 acres thus preserving the land in perpetuity for agricultural production, forestland, and wildlife habitat.
2. Do not approve the conservation easement and forfeit the opportunity to preserve the land in perpetuity and all its attendant benefits in an area facing substantial growth pressures.

F. Recommendation

It is recommended Council approve the request from RCCC to place a conservation easement on 60 acres owned by Mr. Ted Hopkins on Lower Richland Blvd. and purchase the development rights for a sum of \$50,000 to be paid from the RCCC Capital Acquisition Fund.

Recommended by: Quinton Epps, Director

Department: Conservation

Date: November 4, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 11/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports approval of RCCC based on availability of funds. As stated in the recommendation, funding is suggested to come from the RCCC Capital Acquisition Fund which is the accumulated fund balance in the Conservation Commission fund. The current available fund balance in the fund is approximately \$1.0m. The source of revenue is an annual ½ mill of countywide tax levy.

Support Services

Reviewed by: John Hixon

Date: 11/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on the merits of the program and that no maintenance is required from the county to maintain the property or structures.

Legal

Reviewed by: Elizabeth McLean

Date: 11/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 11/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject:

Solid Waste - Award of Contract for a Comprehensive Audit and RFID RetroFit of All County Garbage and Recycling Roll Carts

November 24, 2015 - The Committee recommended that Council approve the request to award the comprehensive audit contract to BMT Services.

Richland County Council Request of Action

Subject: Solid Waste - Award of Contract for a Comprehensive Audit and RFID RetroFit of All County Garbage and Recycling Roll Carts

A. Purpose

County Council is requested to approve the award of a contract to BMT Services to perform work over the next few months for the purpose of conducting an audit of all Richland County roll carts. The audit will also include retrofitting all roll carts that do not contain a Radio Frequency ID (RFID) ribbon as well as obtaining a GPS reading at each curbside collection point. The amount of the contract will depend on the total number of carts found at all locations where curbside service is to be provided. Two service areas were audited earlier this year under a separate contract.

B. Background / Discussion

Curbside hauler contracts are paid based on the number of garbage roll carts serviced. An audit has not been performed in recent years. The audit is needed to update our records thus ensuring their accuracy. Our records indicate we have 180,000 roll carts, garbage and recycling, in service at this time.

The GPS reading and RFID ribbon are required for the installation of the new RFID/GPS equipment planned for our hauler trucks coming in 2016 followed by the implementation of the new program for asset management and hauler tracking. In order for the asset management and tracking program to work, each roll cart must be equipped with a RFID ribbon. Some of roll carts already have ribbons assigned.

This project will also allow us to implement a new program throughout the county which improves our ability to better manage our hauler payments, manage roll cart assets and provide far better customer service to our citizens.

C. Legislative / Chronological History

There is no legislative history relative this contract.

D. Financial Impact

It is estimated that the cost of the audit should not exceed \$300,000. However, the Solid Waste Department has funding available for this contract in their FY16 annual budget.

E. Alternatives

1. Approve the award of the contract to BMT Services.

2. Do not approve the award of this contract to BMT Services which would leave us with unverified data for making hauler payments and the necessary delay or scraping of our new asset management / hauler tracking program.

F. Recommendation

It is recommended that Council approve the award of contract to BMT Services.

Recommended by: Rudy Curtis
Department: Solid Waste & Recycling
Date: November 10, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 11/17/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Request is consistent with the budget priorities and funds are available as stated.

Procurement

Reviewed by: Cheryl Patrick Date: 11/17/2015
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:
Procurement was competitively bid (RC-646-B-2016) – Received 3 responses –BMT
Services was deemed the lowest responsive and responsible bidder and approved by the
Solid Waste Director.

Legal

Reviewed by: Elizabeth McLean Date: 11/18/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley Date: 11/20/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Richland County Council Request of Action

Subject:

Council-Administrator Form of Government Training; Council Rule Amendment; Disciplinary Policy for Employees

November 24, 2015 - The Committee recommended that Council accept this as item as information.

Richland County Council Request of Action

Subject: Council-Administrator Form of Government Training; Council Rule Amendment; Disciplinary Policy for Employees

A. Purpose

Council is requested to consider Council member Malinowski's motion regarding conducting a training class for all Council Members on the Council-Administrator form of government, implementing a Council rule reinforcing the requirement that all Council members adhere to the Council-Administrator form of government and directing the County Administrator to implement and enforce an aggressive disciplinary policy for employees who break the chain of command and take personnel issues directly to Council members.

B. Background / Discussion

At the September 8, 2015 Council meeting, Mr. Malinowski made the following motion:

“Hire a Consultant to conduct a training class for all Council Members on the County Administrator form of government. Implement a Council rule reinforcing the requirement that all Council members adhere to the County Administrator form of government. Direct the County Administrator to implement and enforce an aggressive disciplinary policy for employees who break the chain of command and take personnel issues directly to Council members”

The directive to hire a consultant to conduct a training class for all Council members on the Council-Administrator form of government is at the discretion of Council.

The duties of County Council and the Administrator in the Council-Administrator form of government, based on the South Carolina Code of Laws are presented here:

ARTICLE 7

Council-Administrator Form of County Government

(Form No. 3)

SECTION 4-9-610. Membership of council; election and term of members.

The council in those counties adopting the council-administrator form of government provided for in this article shall consist of not less than three nor more than twelve members who are qualified electors of the county. Council members shall be elected in the general election for terms of two or four years commencing on the first of January next following their election.

HISTORY: 1962 Code Section 14-3740; 1975 (59) 692.

SECTION 4-9-620. Employment and qualifications of administrator; compensation; term of employment; procedure for removal.

The council shall employ an administrator who shall be the administrative head of the county government and shall be responsible for the administration of all the departments of the county government which the council has the authority to control. He shall be employed with regard to his

executive and administrative qualifications only, and need not be a resident of the county at the time of his employment. The term of employment of the administrator shall be at the pleasure of the council and he shall be entitled to such compensation for his services as the council may determine. The council may, in its discretion, employ the administrator for a definite term. If the council determines to remove the county administrator, he shall be given a written statement of the reasons alleged for the proposed removal and the right to a hearing thereon at a public meeting of the council. Within five days after the notice of removal is delivered to the administrator he may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than twenty days nor later than thirty days after the request is filed. The administrator may file with the council a written reply not later than five days before the hearing. The removal shall be stayed pending the decision at the public hearing.

HISTORY: 1962 Code Section 14-3741; 1975 (59) 692.

SECTION 4-9-630. Powers and duties of administrator.

The powers and duties of the administrator shall include, but not be limited to, the following:

- (1) to serve as the chief administrative officer of the county government;
- (2) to execute the policies, directives and legislative actions of the council;
- (3) to direct and coordinate operational agencies and administrative activities of the county government;
- (4) to prepare annual operating and capital improvement budgets for submission to the council and in the exercise of these responsibilities he shall be empowered to require such reports, estimates and statistics on an annual or periodic basis as he deems necessary from all county departments and agencies;
- (5) to supervise the expenditure of appropriated funds;
- (6) to prepare annual, monthly and other reports for council on finances and administrative activities of the county;
- (7) to be responsible for the administration of county personnel policies including salary and classification plans approved by council;
- (8) to be responsible for employment and discharge of personnel subject to the provisions of subsection (7) of Section 4-9-30 and subject to the appropriation of funds by the council for that purpose; and
- (9) to perform such other duties as may be required by the council.

HISTORY: 1962 Code Section 14-3742; 1975 (59) 692.

SECTION 4-9-640. Preparation and submission of budget and descriptive statement.

The county administrator shall prepare the proposed operating and capital budgets and submit them to the council at such time as the council determines. At the time of submitting the proposed budget, the county administrator shall submit to the council a statement describing the important features of the proposed budgets including all sources of anticipated revenue of the county government and the amount of tax revenue required to meet the financial requirements of the county.

HISTORY: 1962 Code Section 14-3743; 1975 (59) 692.

SECTION 4-9-650. Authority of administrator over certain elected officials.

With the exception of organizational policies established by the governing body, the county administrator shall exercise no authority over any elected officials of the county whose offices were created either by the Constitution or by the general law of the State.

HISTORY: 1962 Code Section 14-3744; 1975 (59) 692.

SECTION 4-9-660. Authority of council and its members over county officers and employees.

Except for the purposes of inquiries and investigations, the council shall deal with county officers and employees who are subject to the direction and supervision of the county administrator solely through the administrator, and neither the council nor its members shall give orders or instructions to any such officers or employees.

HISTORY: 1962 Code Section 14-3745; 1975 (59) 692.

SECTION 4-9-670. Applicability of Article 1.

Except as specifically provided for in this article, the structure, organization, powers, duties, functions and responsibilities of county government under the council-administrator form shall be as prescribed in Article 1 of this chapter.

HISTORY: 1962 Code Section 14-3746; 1975 (59) 692.

At this time, staff is unaware of any Council rule reinforcing the requirement that all Council members adhere to the Council-Administrator form of government. However, based on Council approval, the Council rules can be amended to reflect thereof.

As stated in the County's employee handbook – see excerpt below and attachments – the County Administrator has the authority to impose multiple employee disciplinary measures, including, but not limited to unpaid suspensions and termination.

Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review.

Examples of conduct warranting discipline are listed in the County handbook, and are also attached. This list can be amended to include language reflective of failing to adhere to the chain of command.

The excerpt below (entire Chain of Command policy is attached) from the County's Employee Handbook outlines the County's chain of command policy.

Chain of Command

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize the chain of command. However, if an employee's concern involves his/her immediate supervisor, he/she may skip that level and proceed to the next level in the chain of command.

Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related problems or concerns. It is the responsibility of supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.

Additionally, as it pertains to the communication between employees and Council members the policy states the following:

Any employee who is also a citizen of Richland County shall be allowed to communicate non-employment related inquiries or complaints to his/her County Council member without interference, restraint, coercion, discrimination, or reprisal from the employee's department head or supervisors, or having his/her employment jeopardized in any manner. For employment-related issues, employees should follow their designated chain of command.

It is at this time that staff is requesting direction from Council regarding Mr. Malinowski's motion.

C. Legislative / Chronological History

Motion made by Mr. Malinowski at the September 8, 2015 Council meeting.

D. Financial Impact

The financial impact would depend upon the direction provided by Council. Hiring a consultant to conduct a training class will have an associated cost. However, that cost has not been identified at this time.

E. Alternatives

1. Consider Council member Malinowski's motion and provide direction to staff.
2. Consider Council member Malinowski's motion, and do not proceed accordingly.

F. Recommendation

Motion recommended by Mr. Malinowski

Recommended by: Bill Malinowski

Department: Richland County Council

Date: September 8, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 10/16/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a Council decision based on needs and benefit.

Human Resources

Reviewed by: Dwight Hanna Date: 10/19/15
 Recommend Council approval Recommend Council denial
 Council Discretion
Comments regarding recommendation: It is up to Council’s discretion to determine if and the type of training based on needs and benefits.

Legal

Reviewed by: Elizabeth McLean Date: 10/19/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Roxanne Ancheta Date: October 20, 2015
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Training for Council regarding the Council-Administrator form of government is at Council’s discretion. An amendment to Council’s Rules regarding the Council-Administrator form of government is also at Council’s discretion. If directed to do so by Council, we will amend the Employee Handbook and HR Guidelines to specifically address an aggressive disciplinary policy for employees who break the chain of command and take personnel issues directly to Council Members.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
TITLE: Chain of Command	Number: 1.04
EFFECTIVE DATE: 8/1/2009	Page: 1 of 2
REVISION DATE: 8/1/2009	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Management

PURPOSE:

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize their respective chain of command.

DEFINITIONS:

Chain of Command – The structured levels of Richland County’s administrative lines of authority to include the County Administrator, Assistant County Administrators, Department Heads, Division Managers and Supervisors.

PROCEDURE:

1. Each level of supervision has the authority to delegate decision-making power to subordinate levels of management. Delegation of authority, however, does not relieve management of responsibility and accountability for decision-making.
2. Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related suggestions, questions, problems or concerns. However, if an employee’s concern involves his/her immediate supervisor, s/he may skip that level and proceed to the next level in the chain of command.
3. It is the responsibility of Supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.
4. Steps beyond the Department Head level should normally be taken only after these initial levels of decision-making and/or resolution have been exhausted. It is the Department Head’s responsibility to ensure that each employee is aware of the intra-departmental organizational structure and the elevation steps beyond the department level.
5. The management levels beyond the Department Head include, in ascending order: Assistant County Administrators, and County Administrator. The chain of command in the offices of Elected and Appointed Officials is as determined by the respective Elected or Appointed Official.
6. Any employee who is also a citizen of Richland County shall be allowed to communicate non-employment related inquiries or complaints to his/her County Council member without interference, restraint, coercion, discrimination, or reprisal

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
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from the employee's department head or supervisors, or having his/her employment jeopardized in any manner. For employment-related issues, employees should follow their designated chain of command.

RICHLAND COUNTY PERSONNEL POLICY	
TITLE: Disciplinary Action	Number: 6.03
EFFECTIVE DATE: 8/1/2009	Page: 1 of 8
REVISION DATE: 8/1/2009	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Administration

PURPOSE:

As is the case with all organizations, instances arise when an employee must be disciplined. The goal of discipline is to correct undesirable behavior and/or prevent reoccurrence of undesirable behavior, not to punish employees. The discipline, which may be imposed, includes but is not limited to counseling notice, official reprimand, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if such disciplinary action is appropriate. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY’S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Department heads must submit terminations recommendations to the County Administrator for review and approval.

DEFINITIONS:

- A. Disciplinary Action Form (DAF)- The form used by supervisors to document less than “Fully Proficient” or undesirable employee behavior, which results in disciplinary action.

PROCEDURE:

1. Disciplinary actions are prescribed by a Department Head when, in his/her opinion, an employee's work performance or actions are not “fully proficient” or if the employee violates County policies which mandate disciplinary action.
2. It is not possible to list all job performance problems, misconduct, unsatisfactory customer service, inappropriate behavior/acts or omissions, which may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct, infraction or less than “Fully Proficient” job performance depends upon a number of factors including, but not limited to, the employee’s prior disciplinary record, the seriousness of the misconduct, level of inadequate job performance and the impact of the infraction or misconduct on others.
3. The County and the public expect employee conduct in accordance with applicable laws, regulations, Richland County policies and departmental procedures, and acceptable work behaviors from all employees. Employees in supervisory and higher level positions should set an example by their own job performance, conduct, attitude and work habits.
4. Employees must sign counseling memoranda, policy statements, performance appraisals and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he has been notified of the contents of the document. If an employee refuses to sign the document he may be relieved of duty without pay and/or subject to disciplinary action up to and including termination.

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5. The County requires and expects all employees to observe high standards of honesty, good conduct, teamwork and fair play in their relations with each other and the public.
6. The administration of disciplinary action shall be based on an examination of the relevant facts in each case. Supervisors shall administer appropriate discipline to their employees for the purpose of correcting the employee's inappropriate behavior and helping them improve their performance but not to punish, embarrass or humiliate the employee.
7. The application of any disciplinary action shall be based upon the facts of each particular case. The degree of disciplinary action takes into account the following but is not necessarily limited to:
 - 7.1. Seriousness of the violation and any mitigating circumstances
 - 7.2. Violation repetition of a particular or closely related rule
 - 7.3. Past disciplinary action(s)
 - 7.4. Consistency (i.e. other employees previously in violation of this or similar rule and the resulting disciplinary action).
8. The guidelines within this procedure provide general guidance and are meant to be applied in normal cases, but cannot cover all situations. It is necessary for the Supervisor or Department Head to use appropriate discretionary judgement in individual circumstances in consideration of relevant facts when making disciplinary action decisions and recommendations.
9. The Supervisor shall initiate disciplinary action by coordinating the action through the Department Head.
10. Department Heads should consult with HRD throughout the disciplinary process as appropriate.
11. A DAF shall accompany all disciplinary actions:
 - 11.1. The action must be documented on the DAF then discussed with the employee
 - 11.2. All relevant information should be attached to the DAF
 - 11.3. The action must be signed by the employee and supervisor and up the chain of command
 - 11.4. The DAF is sent to HRD for review and included in the employee's Personnel File after review and approval by HRD and the County Administrator
 - 11.5. HRD returns a copy to the Supervisor.

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12. It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any particular job performance deficiency or misconduct is at the sole discretion of the County. The following are merely examples of some of the more obvious types of job performance deficiency or misconduct that may result in disciplinary action, up to and including discharge. **THE COUNTY RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

- 12.1. Less than fully proficient job performance
- 12.2. Unfitness to perform work duties according to the standards of the classification plan
- 12.3. Conflicting outside employment
- 12.4. Failure to report for work without departmental approval for three (3) consecutive days
- 12.5. Disclosure of information considered confidential to unauthorized parties
- 12.6. Acceptance of improper gratuities or gifts as defined in the South Carolina State Code of Ethics
- 12.7. Violation of county ordinances, rules, guidelines and policies
- 12.8. Membership in any organization which advocates the overthrow of the government of the United States by force or violence
- 12.9. Unsatisfactory customer service
- 12.10. Failure or refusal to carry out job duties or instructions
- 12.11. Conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the County's reputation or which reasonably could create concern on the part of fellow employees or the community
- 12.12. Incompetence
- 12.13. Unauthorized absence or tardiness
- 12.14. Insubordination; disrespect for authority; or other conduct which tends to undermine authority
- 12.15. Unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of County property or the property of others
- 12.16. Violation of safety rules; neglect; engaging in unsafe practices
- 12.17. Interference with the work of others
- 12.18. Threatening, coercing or intimidating fellow employees, including "joking" threats
- 12.19. Dishonesty
- 12.20. Failure to provide information; falsifying County records; providing falsified records to the County for any purpose
- 12.21. Failure to report personal injury or property damage
- 12.22. Vehicular/equipment accidents at the fault of the employee

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- 12.23. Neglect or carelessness
 - 12.24. Introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs.
 - 12.25. Lack of good judgment
 - 12.26. Harassment or retaliation
 - 12.27. Any other reason that, in the County's sole determination, warrants discipline
13. Listed below are the levels of disciplinary action that Supervisors and Department Heads may generally follow; however, the step process is not required. The County does not require progressive discipline.
14. Counseling Notice – Provided for single, unrelated, and relatively minor instances of substandard performance or other such situations, an oral discussion between the employee's Department Head and the employee may be sufficient to correct the situation.
15. Official Reprimand - The Official Reprimand may, but not necessarily be, preceded by the Counseling Notice. It should outline the employee's deficiency, the required improvement, the time expected to achieve such improvement, and serves as a warning.
16. Disciplinary Probation – This action shall be considered a severe warning issued in writing by the Department Head. This would normally follow repeated instances of minor infractions of substandard performance for which there have been previous verbal warnings or one significant infraction.
- 16.1. An employee may be placed on Disciplinary Probation for three (3) month increments, not to exceed six (6) months. The employee shall be informed in writing as to the job performance deficiency goals, performance measures and/or corrective actions, which are a requirement within the specific time period at the time of the disciplinary action. Any further similar infraction(s) during this period or thereafter may result in immediate termination.
 - 16.2. The written DAF shall explain clearly the reasons for the reprimand, stipulate the duration of the probationary period, the standards for judging the employee's improvement and the action to be taken if the deficiencies are not corrected within the probationary period.
17. Suspension – Suspension may, but not necessarily be, preceded by the Counseling Notice and Official Reprimand or one significant infraction. Suspension may be due to disciplinary action or to an investigation. Suspension is the temporary removal of an employee from his or her position without pay. Such suspension shall usually be for a period of one (1) to five (5) workdays.

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- 17.1. During the investigation, hearing, or trial of an employee on any criminal charge, during the course of any civil action involving an employee, or during investigation of employee misconduct, performance deficiencies and ability to work, when suspension would be in the best interest of the County, the County Administrator may suspend the employee with or without pay or place the employee on accrued annual leave for the duration of the proceedings. Department heads or Supervisors may place an employee on suspension pending further investigation of a disciplinary matter by the County Administrator or the Department Head, when suspension would be in the best interest of the County.
- 17.2. The Suspension Notice shall be in writing on the DAF and shall indicate the reasons for the action, the length of the suspension, the date the employee is to return to work, the specific recommendations for corrective actions the employee should take when he/she returns to work, and the action to be taken (termination) if the behavior is repeated. PAF must be completed with dates of suspension.
- 17.3. Back pay shall not ordinarily be recoverable, but where the suspension is terminated by full reinstatement of the employee, the County Administrator may authorize full recovery of pay and benefits for the entire or for any lesser period of the suspension.
18. Demotion - Employees who fail to meet the job performance requirements of their position, or otherwise fail to perform their duties, may be demoted to a position with a lower level of responsibility and pay grade.
19. Termination - All employees are employed at the will of the County. If an employee fails to perform to the standards of the classification for the position held, or if the County determines that the employee is negligent, inefficient, unfit to perform the duties of the position, or if the employee violates County policies, or for any reason in the County's sole discretion, the employee may be suspended by his/her Department Head with a recommendation of discharge. Upon investigation of the employee's performance, the County Administrator or appropriate Elected or Appointed Official may discharge an employee.
- 19.1. In accordance with South Carolina law, employees who work for Elected Officials serve at the pleasure of such Elected Officials. A signed statement from the appropriate Elected Official that it is no longer his/her pleasure that the employee be employed is legal grounds for termination, provided no other laws are violated.
- 19.2. When an employee is dismissed, the Department Head shall immediately provide the County Administrator with a written notice of the dismissal indicating the effective date and the reason(s) for the dismissal. Any dismissed employee shall be given a written notice of his/her dismissal setting forth the effective date and reason(s) for his/her

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discharge. The Department Head shall notify any dismissed employee of his/her right to appeal the dismissal.

20. Administrative Leave - Under limited circumstances, an employee may be reassigned to other duties or placed on Administrative Leave with pay for a prescribed period of time as recommended by department head and approved by the County Administrator.

20.1. Administrative Leave allows for the immediate removal of an employee so that any allegation or accusation directed toward the employee can be promptly and thoroughly investigated by the County. Each department head should attempt to conclude investigations as soon as reasonably possible, not to exceed thirty (30) calendar days.

20.2. Administrative leave may also be used during the investigation, hearing or trial of an employee on any criminal charge, during the course of any civil action involving an employee or during an investigation of employee misconduct.

21. Demotions

21.1. If a Department Head concludes that an employee's job performance in his/her present position is below "Fully Proficient", the Department Head may recommend in writing to HRD and to the County Administrator that the employee be demoted. The Department Head should include the employee's most recent performance appraisal.

22. Department Heads have the ability to allow employees who are undergoing disciplinary action a "Decision Day". An employee placed in Decision Day status is required to use this day (which is considered paid work time) to decide either to take the necessary corrective action or to terminate employment with the County. Upon the employee's decision to take corrective action, the steps the employee will take to correct the problem are documented by the employee and submitted to the Supervisor. The Supervisor should submit this paperwork along with the DAF to HRD.

23. Employees may be immediately suspended, if the violation is considered by the Department Head to be of such a serious nature to warrant such disciplinary action as immediately taking the employee out of the workplace.

24. Any disciplinary action is at the recommendation and/or discretion of the Department Head. It is subject to review and approval where appropriate by HRD and the County Administrator and/or subject to the Grievance Procedure.

25. Any employee who feels disciplinary action taken against him is not justified may follow the grievance procedures.

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26. Employees shall be required to sign disciplinary notices, performance appraisals and similar documents. The employee's signature will simply indicate receipt and will not indicate agreement.

RESPONSIBILITIES:

1. Employee

- 1.1. Consistently deliver “Fully Proficient” or higher job performance.
- 1.2. Be aware of job requirements and expectations for appropriate job performance. Ask questions when in doubt.
- 1.3. Talk with appropriate co-workers or supervisor when a problem first begins to appear.
- 1.4. When appropriate, consult HRD for advice and assistance.
- 1.5. Use the performance and disciplinary process as an aid to improve job performance. Sign any paperwork in the disciplinary process as an acknowledgement of receipt of information. The signature does not necessarily indicate agreement with the action that is taking place.
- 1.6. Refer to Grievance Procedure regarding rights to appeal disciplinary matters for regular employees.

2. Supervisors / Department Heads

- 2.1. Ensure all customers/citizens receive efficient professional accurate, prompt and courteous service.
- 2.2. Maintain standards of employee conduct in accordance with Richland County’s policies and procedures and established and stated rules of the department.
- 2.3. Record all disciplinary actions on the County’s DAF and maintain all other appropriate documentation.
- 2.4. Inform employees of the availability of the Employee Assistance Program (EAP) for professional counseling when appropriate.
- 2.5. Consult HRD for recommendations on how to handle disciplinary situations, procedures to follow, and other related assistance and advice.

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- 2.6. Keep HRD and the County Administrator informed of disciplinary actions.
- 2.7. Complete and submit appropriate paperwork to HRD. Provide copies of all documents to the employee.
- 2.8. Maintain current policy and procedures and make them available to employees upon request.

3. Human Resources Department

- 3.1. Implement approved actions that are submitted by Department Heads.
- 3.2. Obtain legal advice when appropriate.
- 3.3. Maintain records of disciplinary actions in the employee's Official Personnel File.

Richland County Council Request of Action

Subject:

Richland County Sheriff's Department Victims of Crime Act Special Solicitation Grant; Equipment Only;
20% match

November 24, 2015 - The Committee recommended that Council approve the request to accept the Victims of Crime Act-Special Solicitation grant, if awarded, to fund the purchase of equipment / supplies and training costs for the Richland County Sheriff's Department Victim Services Unit. The total amount of grant funding applied for is \$72,400, which includes a 20% grant match of \$14,480.

Richland County Council Request of Action

Subject: Richland County Sheriff's Department Victims of Crime Act Special Solicitation Grant; Equipment Only; 20% match

A. Purpose

County Council is requested to approve a Victims of Crime Act-Special Solicitation grant to fund equipment, training costs and supplies for the Richland County Sheriff's Department Victim Services Unit. This grant was not included in Sheriff's grant budget request for 2016.

B. Background / Discussion

The Richland County Sheriff's Department (RCSD) has applied for grant funds for the Victims of Crime Act - Special Solicitation. This grant will fund various equipment purchases, training costs and supplies purchases used to provide direct services to crime victims in Richland County. The grant requires a 20% grant match.

As a reminder, RCSD did not receive full awards for several grants approved during the budget process and the match amount requested here could be available from those requests.

If awarded, the grant will begin on January 1, 2016 and end on September 30, 2016.

C. Legislative / Chronological History

- o On October 27, 2015, the Sheriff's Department applied for grant funding for equipment and supplies for victims of crime through the Victims of Crime Act- Special Solicitation. This opportunity was not available when the original grant budget request was prepared.

D. Financial Impact

Equipment/Training/Supplies (Grantor-80%)	\$57,920
County Match (20%)	\$14,480
Total	\$72,400

Any future cost for maintaining the items purchased through this grant will be covered by the Richland County Sheriff's Department.

E. Alternatives

1. Approve the request to accept the Victims of Crime Act-Special Solicitation grant, if awarded, to fund equipment, training costs and supplies for the Richland County Sheriff's Department Victim Services Unit to further support citizens, specifically victims of crime. The total amount of grant funding applied for is \$72,400, which includes a 20% grant match of \$14,480.
2. Do not approve the request to accept the Victims of Crime Act-Special Solicitation grant, if awarded, for equipment, training and supplies for the Victim Services Unit and victims of crime in Richland County.

F. Recommendation

State which alternative you recommend. Be sure to include your name, department, and date. For example:

It is recommended that Council approve the request to fund the grant to provide equipment, training and supplies for the Victim Services Unit. This request will improve direct services to crime victims in Richland County.

Recommended by: Chris Cowan
Department: Sheriff's Department
Date: November 2, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 11/18/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is based on grant award with County match of \$14,480.

Grants

Reviewed by: Brandon Madden Date: 11/18/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Funding decision that is at the discretion of Council.

Procurement

Reviewed by: Cheryl Patrick Date: 11/20/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:
Policy decision at Council's discretion as to whether to fund the grant's match amount of \$14,480.00. However, the RCSD must be aware of the grant's provisions regarding procurements and coordinate accordingly with Procurement as necessary. Procurement has spoken with the RCSD. Procurement and RCSD will work together to make sure that provisions and guidelines are followed because the grant procurement guidelines are stricter than the County's.

Legal

Reviewed by: Elizabeth McLean Date: 11/18/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision to Council's discretion; however, the Sheriff's Department, the Finance Department and the Procurement Department have

many responsibilities that they need to be aware of as a part of the Grant Terms and Conditions.

Administration

Reviewed by: Warren Harley

Date: 11/19/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT GRANT APPLICATION**

Grant #

App #

To Be Completed by Project Director

Section 1

County Name: ▼

Other county/counties this project will serve:

Section 2

Grant Period:

Begin:

End:

Section 3

Project Title:

Section 4

Project Summary (max. 300 characters):

Section 5

Type of Application

a. ▼

b. Year of Funds : ▼

Other:(Specify)

c. ▼

Section 6

a. Organization Type : ▼

Other:(Specify)

b. U. S. Congressional District

Section 7

Agency DUNS number*:
(fedgov.dnb.com/webform)

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN:

Agency Name
 Address
 City
 State

(Please use the Name/Address
 above instead of this field)
 Name and Address of Implementing
 Agency

10 Digit Zip
 (Area) Phone #:
 (Area) Fax #:

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$4,000"/>	<input type="text" value="\$1,000"/>	<input type="text" value="\$5,000"/>
Equipment	<input type="text" value="\$44,800"/>	<input type="text" value="\$11,200"/>	<input type="text" value="\$56,000"/>
Renovation/Construction	N/A	N/A	N/A
Other	<input type="text" value="\$9,120"/>	<input type="text" value="\$2,280"/>	<input type="text" value="\$11,400"/>
TOTAL:	<input type="text" value="\$57,920"/>	<input type="text" value="\$14,480"/>	<input type="text" value="\$72,400"/>
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR
 MATCHING FUNDS

Other (Explain):

**MATCHING FUNDS
CATEGORIES**

GRANTOR CASH IN-KIND TOTAL

PERSONNEL

SALARIES

Position Title

% of Time

On Project

Quantity

			\$0	\$0	\$0	\$0
TOTAL SALARIES:			\$0	\$0	\$0	\$0

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

Social Security & Medicare (FICA)	\$0	\$0	\$0	\$0
Retirement	\$0	\$0	\$0	\$0
Worker's Compensation Insurance	\$0	\$0	\$0	\$0
Unemployment Insurance (on first \$7,000 only)	\$0	\$0	\$0	\$0
Health Insurance	\$0	\$0	\$0	\$0
Dental Insurance	\$0	\$0	\$0	\$0
Pre-Retirement Death Benefit	\$0	\$0	\$0	\$0
Accident Death Benefit (Police Officers)	\$0	\$0	\$0	\$0
Other Employer Contributions (Itemize)	\$0	\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:	\$0	\$0	\$0	\$0
TOTAL PERSONNEL:	\$0	\$0	\$0	\$0

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Per Diem; Lodging; Transportation (air/ground)	\$4,000	\$1,000	\$0	\$5,000
TOTAL TRAVEL:	\$4,000	\$1,000	\$0	\$5,000

MATCHING FUNDS

CATEGORIES

GRANTOR CASH

IN-KIND

TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)

ITEM	QUANTITY				
Vehicle	1	\$20,800	\$5,200	\$0	\$26,000
Modular Work Stations	8	\$24,000	\$6,000	\$0	\$30,000
TOTAL EQUIPMENT:		\$44,800	\$11,200	\$0	\$56,000

RENOVATIONS/CONSTRUCTION: (Describe)

TOTAL RENOVATIONS/CONSTRUCTIONS: N/A N/A N/A N/A

Other (Itemize)

Tablets and accessories (8)	\$5,120	\$1,280	\$0	\$6,400	
Emergency Clothing/Supplies	\$2,000	\$500	\$0	\$2,500	
Training Registrations	\$2,000	\$500	\$0	\$2,500	
TOTAL OTHER:		\$9,120	\$2,280	\$0	\$11,400

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

Equipment:

Vehicle: Appropriate vehicle to be assigned to new Law Enforcement Victim Advocate (funded by VOCA October 2015). Vehicle will be used 100% in direct service to victims of crime. Activities include home visits to victims for follow up; hospital or crime scene call outs and court appearances.

Modular Furniture: Cubicle style modular furniture workstations (8) to be provided to Richland County Victim Services Unit to replace worn and aged units. Will be used for everyday duties in service to crime victims.

Travel:

Lodging, transportation (air and ground) and per diem to be used to send Victim Advocates to relevant advanced training

Other:

Tablets and accessories (8): Tablets to be issued to Victim Advocates for use during field work. Will be used to provide easy electronic access to forms for victim signature. Accessories include appropriate cases and stylus.

Emergency Clothing/Supplies/Food: Funds will be accessed as needed to provide emergency clothing, food and toiletry items to crime victims.

Training Registration: fees to attended relevant advanced training on Victim Advocacy

BUDGET NARRATIVE (Continued)

GRANT NO.

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning Ending
2. Audit will be submitted to Accounting - Grants by:
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite **specifically** that the audit was done in accordance with OMB Circular A-128 or OMB A-133 or in compliance with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1. ORGANIZATION DESCRIPTION: Describe your organizational activities. A copy of your organizational chart, organizational structure, agency/program brochure, relevant job descriptions, etc. must be submitted. All organizations must justify and document how they currently/or plan to provide effective services to victims. For an existing program, describe your past success with victims. If your organization is new, provide information that your organization is structured and well organized in both fiscal and programmatic areas.

TYPE OF IMPLEMENTING AGENCY:

County/Countries Implementing
Agency Serves:

County/Countries this Project will
Serve:

Richland County covers 756 square miles with 481.48 persons per square mile, and according to the US Census Bureau, 2011 Census estimate, has 389,116 residents. This is a 13.5% increase in population since 2000. The primary activity of the Richland County Sheriff's Department is to enforce state laws and prevent and reduce crime in our area. Our mission is to improve the quality of life of the citizens of Richland County by maintaining a high standard of professional accountability, reducing the fear of crime and reducing the fear of retaliation from those persons who constitute the criminal element within the county. Establishing community policing strategies that involve citizens, businesses, neighborhood organizations, schools, and churches aids us in accomplishing this goal.

Leon Lott is the head of the agency and serves as Sheriff. Deputy Chiefs David Wilson and Wash James oversees the day-to-day operations of the Sheriff's Department. Deputy Chief Steve Birnie develops fiscal policy and prepares the Department's annual budget. RCSD consists of a Uniform Division that covers 7 regions of the county. Each region is equipped with an office for visibility and easier contact with community members. Deputy Chief of the Uniform Division is Wash James. Divisions under Chief James's command are all area Regions, Special Services, Community Services and Special Operations. Deputy Chief of the Criminal Investigations Division is David Wilson. The divisions under his command are Narcotics, Major Crimes, Burglary, Larceny, Forensics, Chemist and Victims Assistance. The Special Projects Manager is Deputy Chief Dan Lane and the divisions under his command are Computer Analyst, GIS/Crime Analyst, Communications Specialist and Fleet Maintenance Specialist. The Professional Standards Deputy Chief is Sam Berkheimer. The Director of Training is Major Jim Stewart and he oversees all training and hiring.

Currently, the Victims Services Unit provides numerous services to victims. Victims are informed of their rights both verbally and in writing. Victim Advocates within the Sheriff's Department contact victims, families of victims, do follow up on cases, attend court, and make referrals to other agencies to help victims receive proper compensation. The RCSD is dedicated to the principle that all persons in Richland County will be provided equal protection under the laws of this state and federal government as well as any ordinances set forth by the Richland County Council. It is the goal of our department to treat all victims of crime with compassion and respect, ensuring that their dignity is maintained and to promote healing of the suffering they may have endured. No victim of crime will be turned away for any reason or discriminated against based on sex, race, religion, social or economic status, sexual orientation, age or mental or physical disability. During the two years of the project, a qualified Law Enforcement Victim Advocate was hired and a vehicle was purchased using grant funds. Since the beginning of the project, the Advocate has served 920 victims.

Sheriff Lott has initiated and maintained several programs to better serve victims of crime; the Child and Elder Abuse Unit was formed with two investigators assigned exclusively to handle child and elder abuse cases, and the Sexual Assault Unit was formed to concentrate exclusively on adult sexual assault cases. Through grant funding, a crime victim ineligible to receive compensation can receive counseling sessions in order to improve their mental, physical, and spiritual well being. Additionally, the Victims Services Unit relocated their office away from the Sheriff's Department's Headquarters. This has enabled victims of crime more privacy and reduced the chance that they will run into the perpetrator of the crime when coming to see a Victim Advocate. Past grant programs have allowed the Sheriff's Department to hire a specially trained victim advocate who also speaks Spanish as their first language in an effort to improve the level of trust between the Hispanic community and the RCSD, increase reporting of crime, and provide the necessary services to the victims and their families in an immediate and efficient manner. . A Law Enforcement Victim Advocate was added through the VOCA program and recently completed the final year of funding. The LEVA served over 800 crime victims a year. In fact, the caseload was so heavy that

VOCA funding was received to further expand the number of Victim Advocates in order to enhance service to victims of crime in Richland County. That project was so successful that a new LEVA was added through VOCA funds in October 2015 In order to further reduce caseioads.

PROGRAM NARRATIVE

II. INTERAGENCY COORDINATION: Outline exactly how your agency promotes interagency coordination in public or private efforts to aid victims of crime. Document your involvement in victims of crime organizations, task forces, coordinating groups, etc. Also, define any procedures your organization has implemented or plans to assist victims seeking assistance through the victim's compensation fund and other related organizations or victim services. If your project is funded, you will be required to submit a Memorandum of Agreement. This document must be customized for your region and signed by all agencies listed on this page.

The Richland County Sheriff's Department currently works with the state Law Enforcement Victim Advocates' Association, National Center for Missing and Exploited Children, South Carolina Victim Assistance Network, State Office of Victim Assistance, Sistercare, FBI Victim Advocates, Department of Social Services, Department of Special Needs and Disabilities, Richland County School Districts, Columbia Area Mental Health, and various ethnic advocacy groups throughout the Midlands area. Meetings are both regularly scheduled and as needed. Involvement with other agencies and the extent of that involvement is client driven.

We are currently actively involved in an initiative to improve relationships and information sharing between law enforcement victim advocates and advocates who work for non-profit agencies. Hosted by the FBI, we meet monthly. This radical approach will greatly improve the flow of information that will assist in providing better services for our victims and their families.

Positive results have already been evident. Our agency, through this workgroup, has been able to provide input into the upcoming Victim Advocate Academy. This academy will standardize our initial training and promote cooperation in a statewide initiative.

Our Department also has an ongoing work group targeting the needs of victims of crime who are gay, lesbian, bisexual or transgendered. This workgroup, comprised of deputies and member of the GLBT community, meets monthly. The department also meets monthly with GLBT organizations involved in establishing trust and providing counseling for victims and their families. The GLBT community crosses all cultural, racial, ethnic and socio-economic boundaries.

The Richland County Sheriff's Department is actively involved in interagency coordination with both public and private sector organizations to aid the victims of crime. Our Victim Advocates are members of the Law Enforcement Victim Advocate Association. They meet on a regular basis with the Neighbors Who Care, Sistercare, Sexual Trauma Services of the Midlands, Missing and Exploited Children Comprehension Action Program (all Richland County agencies involved with children's services), and private therapists for enhancement of services provided to victims. The Advocates also make referrals to the appropriate agencies based on the need of the victim.

The Richland County Sheriff's Department (RCSA) assists victims with the Victim's Compensation Fund by first determining if a victim is qualified for assistance based on the requirements of the application. If the victim is deemed qualified, RCSA prepares the application, gets the victim to sign, adds data such as incident reports or any other pertinent documents for attachment and then forwards the papers through the Victim Advocate to the South Carolina Office of Victim's Assistance (SOVA). The Department also prepares the application to SCVAN for victims who are in need of emergency funds for such items as shelter, food or clean up of after a homicide

PROGRAM NARRATIVE

III. VOLUNTEER COORDINATION: Outline your volunteer program, including any activities and illustrations on how the volunteer program is organized and coordinated. List the number of volunteers and how the volunteers are trained, including future plans. Attach any policies for volunteers at the end of this proposal. Even if volunteer hours are not being used as match, documentation of volunteer hours is required under the VOCA guidelines.

Indicate the number of active volunteers who will participate with this project.

As part of the grant objectives, Richland County Victim Services will hold the responsibility for training and recruiting volunteers for this program. The volunteers receive no monetary compensation for the work they perform. They handle general clerical duties, and are familiar with the operating procedures of the Victims Services Unit. The volunteers sign-in, and log their hours of volunteer time.

Problem Statement
Richland County Sheriff's Department
Victim Advocacy

The Richland County Sheriff's Department is the lead law enforcement agency for the county of Richland. Richland County covers 756 square miles, both urban and suburban, and is home to 384,507 residents (2013 U.S. Census estimate)

Richland County ranks high statewide for overall crime and in 2013 (FBI, Crime in the United States) the number of violent crimes reported by the Richland County Sheriff's Department led the state in several categories. The state overall violent crime rate was 59.59 crimes per 10,000 people and Richland County had a rate of 91.6. Since 2006, there has been a 17.3 % increase in violent crimes and 9.6% increase in the number of property crimes reported to the Richland County Sheriff's Department. Of particular note is the rise in crimes against persons, particularly Sexual Assault, which has been steadily increasing over the past three years. These offenses require a well-coordinated response from not only investigative resources, but from a victim advocacy standpoint as well. Data provided by the Richland County Sheriff's Department Crime Analysis Section.

Burglary

2012: 2058

2013: 2013

2014: 1394

Armed Robbery

2012: 357

2013: 256

2014: 262

Aggravated Assault

2012: 1530

2013: 1398

2014: 1345

Sexual Assault:

2012: 219

2013: 238

2014: 240

Homicide:

2012: 16

2013: 17

2014: 21

The eight (8) sworn law enforcement victim advocates assigned to the Richland County Sheriff's Department provide a range of services to victims of violent crimes in Richland County. The services include, providing emotional and moral support, identify and inform victims of their rights under the law, conducting on the scene crisis intervention, act as a liaison between victim, police officers, investigators, and community-based agencies, provide applications and information to victims concerning South Carolina Crime Victims' Compensation; explain purpose, procedures, and policies, and assist in completion of forms and help prepare victims for court and provide court advocacy and accompaniment. This is not an exhaustive list of the services provided. Because of the high number of crimes reported to the Richland County Sheriff's Department, the communication with victims can sometimes be limited to telephone conversations. There is a need to have more person to person contact with the victims of crime in order to help victims with acquiring needed services. In 2015, VOCA funds awarded Richland County Sheriff's Department funds to add an additional Victim Advocate. This new position will allow Victim Services personnel to have lower caseloads and provide enhanced services to victims. Before the addition of this position, the average number of victims served per year by each Advocate was close to 1,000. The Advocates provide a variety of services,

including follow-up contact after the offense occurred, both by telephone and in-person. The Victim Advocate also provided criminal justice advocacy by accompanying victims to court when needed and assisting with filing of Victim Compensation Claims.

Advocates must be provided with essential equipment and training in order to properly serve crime victims. A reliable vehicle is essential to Law Enforcement Victim Advocates. The Advocate must be able to respond quickly to crime scenes, the hospital or court in service to victims. The Advocate awarded in October 2015 was not provided with a grant funded vehicle due to grant restrictions at the time of application. A vehicle to be assigned to this advocate is requested as part of this application.

Advanced training is critical to victim advocates providing proper services to crime victims. As county budgets have tightened in recent years, training costs have been among the first cut. Funds are requested to send Victim Services personnel to advanced training in subject including criminal domestic violence, sexual assault and providing service to families of homicide victims.

Tablets and needed accessories will be purchased and provided to all victim advocates. These will be used to allow victims to read and sign forms more efficiently and advocates can easily transport these for work in the field.

Modular desk furniture will be purchased through SC Prison Industries to provide new modular desk furniture to the victim advocates at Richland County. These will replace current units that are 15 years old and in disrepair. Advocates serve many victims in the office setting as well as performing regular office tasks and an appropriate work space is needed.

Funds are requested to be used to provide victims of crime with emergency food, clothing and toiletry supplies are required. Victims are often required to leave their homes in a fast and urgent fashion and often have nothing to survive on. These emergency funds will allow for basic clothing, food and toiletry items on an as needed basis.

PROGRAM NARRATIVE

V. VOCA GRANT STATISTICS:

A. THESE VOCA FUNDS WILL BE USED TO:

- Expand Services into a new geographic area
- Offer new types of services
- Serve additional victim populations
- Continue existing services to crime victims
- Other

Other:(Specify)

B. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT:

- Crisis Counseling
- Information and Referral
- Follow-up Contact
- Criminal Justice Support/Advocacy
- Therapy
- Emergency Financial Assistance
- Group Treatment
- Emergency Legal Advocacy
- Crisis Hotline
- Assistance in Filing Compensation Claims
- Shelter/Safe House
- Personal Advocacy
- Other:(Specify)

PROGRAM AREA: Check the program area under which your organization is applying for funds.

PLEASE CHECK ONLY THE ONE THAT BEST DESCRIBES THIS GRANT'S PURPOSE.

- Sexual Assault
- Domestic Violence
- Child Victims
- Previously Underserved Victims of Violent Crime
- Other Violent and Serious Crime/Comprehensive Multiple Services

D. IDENTIFY THE VICTIMS TO BE SERVED BY THE TYPE OF VICTIMIZATION THROUGH THIS VOCA FUNDED PROJECT.

- Child Victims of Physical Abuse
- Child Victims of Sexual Abuse
- Victims of DUI/DWI
- Victims of Domestic Violence
- Adult Victims of Sexual Assault

Adult Survivors of Incest or Child Sexual Abuse

Survivors of Homicide Victims

Other Victims of Crime (Identify):

Robbery/Assault victims

E. Identify the counties this project will serve:

Richland

F. Projected number of victims this project will serve:

1500

PROGRAM NARRATIVE

VI. PROJECT DESCRIPTION: The purpose of this section is to describe the broad goals of your program. In addition, describe a specific plan for conducting the program and a rationale for the tasks and activities to be employed to address the problem outlined in Section IV. Please outline in detail your overall program so that it is very clear to the reader what you plan to do. This documentation should include all activities from the time you initiate identifying the client to the job descriptions of all positions being funded by VOCA.

Funds are requested to enhance the provision of services to victims of crime in Richland County. The eight (8) sworn law enforcement victim advocates assigned to the Richland County Sheriff's Department provide a range of services to victims of violent crimes in Richland County. The services include, providing emotional and moral support, identify and inform victims of their rights under the law, conducting on the scene crisis intervention, act as a liaison between victim, police officers, investigators, and community-based agencies, provide applications and information to victims concerning South Carolina Crime Victims' Compensation; explain purpose, procedures, and policies, and assist in completion of forms and help prepare victims for court and provide court advocacy and accompaniment. Advocates must be provided with the proper training and tools to properly respond to and serve crime victims in Richland County. Data regarding the usage of this equipment will be maintained according to grant guidelines and required reports will be submitted

A vehicle will be purchased through SC State Contract and will be assigned to the Victim Advocate that was provided through VOCA funds in October 2015. At the time that application was submitted, vehicles were not allowed under this program. A reliable vehicle is essential to Law Enforcement Victim Advocates. The Advocate must be able to respond quickly to crime scenes, the hospital or court in service to victims.

Tablets and needed accessories will be purchased and provided to all victim advocates. These will be used to allow victims to read and sign forms more efficiently and advocates can easily transport these for work in the field.

Modular desk furniture will be purchased through SC Prison Industries to provide new modular desk furniture to the victim advocates at Richland County. These will replace current units that are 15 years old and in disrepair. Advocates serve many victims in the office setting as well as performing regular office tasks and an appropriate work space is needed.

Advocates will request to attend advanced trainings through the proper SCDPS procedures. Training topics include Victim Advocacy techniques, Criminal Domestic Violence, Sexual Assault and Victim Right's Week.

Funds are requested to be used to provide victims of crime with emergency food, clothing and toiletry supplies are required.

PROGRAM NARRATIVE

VII. PROJECT OBJECTIVES: Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the problem(s) outlined in Section IV. They should describe who would do what. PLEASE DO NOT LIST ANY TASKS. There should be no more than five (5) objectives and indicators.

1. Increase the level of direct services to victims of crime in Richland County.
2. Increase the level of advanced training and knowledge of victim service personnel in Richland County.

VIII. PERFORMANCE INDICATORS: Based upon your measurable objectives, state exactly how each objective will be measured. Performance Indicators should be matched to your specific objectives, in a one to one ratio. Performance Indicators are activities that evaluate and document your programs as to whether each activity was successful.

1. The number of victims served by those personnel receiving the additional equipment will be maintained and compiled on a semi-annual basis.
2. The list of all approved trainings attended will be maintained and will include topic, location and personnel attended as well as after action report regarding the effectiveness of the training provided.

PROGRAM NARRATIVE

IX. PROJECT ASSESSMENT AND EVALUATION: In addition to performance indicators, describe any planned methods or measurement tools that will be used to demonstrate how project activities were successful. Please note that **VOCA funds may not be used** to perform any needs assessments, surveys, evaluations, and/or studies. For the purpose of this section, agency resources must be used for gathering and compiling this information.

The Project Director will evaluate the project based on the objectives and performance indicators and the impact it has made on the community and the department. The Project Director will then submit this evaluation to the Office of Justice Programs at the end of the grant year, separately from the progress report

X. PROJECT CONTINUATION: Do you feel that this project will be self-sufficient if federal assistance is no longer available? If no, please explain. Private non-profit agencies: 1) Are you receiving funds from City/County Council? If yes, how much will go toward the continuation of this project? If no, provide extensive, valid documentation that the project cannot be continued with other funding sources (other than these grant funds).

After grant funding has ended, the items purchased will be maintained in the Sheriff's Department's budget.

PROGRAM NARRATIVE

XI. SOURCES OF INCOME: List the total income your agency received in the previous fiscal year and is receiving or is expecting to receive in the current fiscal year. Complete ALL the information requested below, showing total budget, including but NOT limited to victim assistance funding. You must demonstrate that at least 25% of your agency's financial support comes from non-federal sources.

SOURCE OF FUNDS (e.g., DHEC, DSS)	TYPE OF FUNDS (e.g., local, state, federal VOCA, VAWA, SVAP, Act 141 funds)	TYPE OF PROGRAM ACTIVITIES (e.g., child abuse, domestic violence)	AMOUNT OF FUNDS PREVIOUS FISCAL YEAR	AMOUNT OF FUNDS CURRENT FISCAL YEAR
NIJ	DNA Backlog	DNA Analysis	\$151,400	\$162,000
SCDPS	Highway Safety	DUI	\$128,111	\$115,000
SCDPS	JAG	SRO-Westwood	\$59,923	\$0
SCDPS	JAG	SRO-D5	\$106,548	\$110,204
SCDPS	JAG	SRO-Chapin	\$0	\$84,049
SCDPS	JAG	Gang Unit	\$0	\$289,025
SCDPS	JAG	Crime Scene	\$73,220	\$0
SCDPS	VAWA	Hispanic Outreach	\$28,510	\$38,310
BJA	JAG-Local	Overtime	\$185,693	\$159,974
SLED	Homeland Security	SRT-EOD	\$80,000	\$158,500
SCDPS	VOCA	Victim Advocate	\$0	\$60,782
Victim Services	Fees	Victim Services	\$537,257	\$537,257
Operating Budget	Richland County	Law Enforcement	\$33,954,330	\$35,330,981
COPS	COPS Hiring	SRO-District 2	\$500,000	\$0
SCDPS	Paul Coverdell	Lab Backlog	\$8,340	\$16,332
TOTAL:			\$35,813,332	\$37,062,414

List any proposals or grant requests that you have submitted to any other agency that you anticipate receiving and that are not outlined above.

			\$0	\$0
TOTAL:			\$0	\$0

IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1	2	3	4	1	2	3	4	Date
		Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Date
Purchase equipment	Grant Coordinator	x								
Issue equipment	VSU Captain	x	x							
Utilize equipment	Advocates	x	x	x	x					
Document usage	Advocates	x	x	x	x					
Compile Semi-Annual Reports	Grant Coordinator		x		x					

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not allowed.**
5. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.
6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:
 - a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled.

9. **Project Implementation:** The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. **Written Approval of Changes:** Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Budget Revision Requirements: There will be no limit on the amount that can be expended for any one line item so as long as the total expended for the budget category does not exceed the total budgeted for the category by more than 10% and if the quantity of personnel or equipment does not change.

A budget revision will not be required unless:

- a) The expanded amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%. The major budget categories are: Personnel, Consultant Services, Travel, Renovation/Construction, Equipment and Other.
- b) The quantity of Personnel or Equipment changes.
- c) An item to be purchased is not listed in the grant budget.

11. **Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the SFA **prior to execution**. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file six months progress and quarterly reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

13. Dual Employment Compensation: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

15. Bidding Requirements: The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

Purchases \$2,500.00 and less: Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from \$2,500.01 to \$10,000: On any item, including those bid in the aggregate, whose total cost is between \$2,500.01 and \$10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources.

Please refer to the Administrative Procurement Procedures at <http://www.scdps.gov/ohsjp/oag.asp/> for further information.

16. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. Travel costs: If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

17. Rental Cost: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds \$10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. Obligation of Grant Funds: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e) **Co-mingling of Funds:** The accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.

22. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. Program Income: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. Property Control: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. **Title:** Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

26. Performance: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five(45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. Project Evaluation Report: Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. Furniture Purchase Requirements (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

33. Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. Debarment Certification: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving \$50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

40. Publications: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # (Please contact Program Coordinator for Number), awarded by the Office of Juvenile Justice and Delinquency Prevention, U.S. department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. A point of view or opinions contained within this document are those of the author and does not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. Non-Profit Organization Special Requirement: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to \$250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the \$250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. Victims' Compensation Benefits: All victims served under VOCA, VAWA or SVAP funded programs must be referred, when appropriate, for Victim's Compensation benefits. VOCA, VAWA or SVAP funds should pay for medical and counseling services only when those services are not payable under Victim's Compensation guidelines and are specifically identified within the grant.

44. Direct Service Cost: Only costs which are related to the provision of direct services to crime victims are allowable under VOCA, VAWA or SVAP. Community crime prevention, and legislative advocacy are examples of activities not eligible for VOCA, VAWA or SVAP funding support. (Indirect Cost is strongly discouraged.)

45. Training: An eligible subgrantee of crime victim assistance grant funds may only include as a budget item the reasonable cost of staff development for those persons (salaried and volunteer staff) who provide direct services to crime victims. Also included as an allowable cost are the necessary and reasonable travel expenses related to the participation of

direct service staff in eligible training programs. Such costs are, however, permitted only within the state or a comparable geographic region. Approval is provided on a case by case basis, requiring prior written approval from the SFA. All SVAP grant funded personnel must attend a minimum of one (1) training directly related to Violence Against Women issues during the grant period. All conferences/trainings must receive prior written approval from the SVAP Program Coordinator. A written summary of the trainings attended must be submitted within one month from the date of the training.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

46. Eligibility Requirements: The subgrantee must demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of the subgrantee's services by the community, a history of providing direct services in a cost-effective manner, and have substantial financial support from non-federal sources. In order to ensure financial stability. In order to be eligible to receive VAWA funds, the subgrantee must be able to document that at least 25% of its financial support comes from non-federal sources.

47. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

48. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

49. Suspension or Termination of Funding: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions, or special conditions.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other reports or documents.
- f. Other good cause shown.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's 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 occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) --APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address

City:

State:

10 Digit Zip:

Phone Number:

Fax Number:

E-Mail Address:

Signature:

Bonded: **No**

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix:

First Name:

Middle Name:

Last Name: Driggers

Suffix:

Title: Finance Director

Agency: Richland County

Mailing Address: 2020 Hampton Street

City: Columbia

State: South Carolina

10 Digit Zip: 29204

Phone Number: 803-576-2103

Fax Number: 803-576-2137

E-Mail Address: driggersd@rcgov.us

Signature:

Bonded: Yes

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct name fields below) Name:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address

City:

State:

10 Digit Zip:

Phone Number:

Fax Number:

E-Mail Address:

Signature:

Bonded: **Yes**

*** NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.**

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CHECK LIST

THE FOLLOWING IS A CHECKLIST FOR THE ORGANIZATION SUBMITTING THE PROPOSAL.

- Proposal addresses priority areas as established by guidelines.
- Documentation is included that existing program provides effective services and has adequate financial support.
- Documentation is included that project utilizes volunteers, and states approximate number of volunteers currently working.
- Documentation clearly outlines significant involvement in coordinating services with all other applicable victim organizations.
- Documentation is included that illustrates the organization assists victims in seeking victim compensation benefits.
- All appropriate signatures for the proposal have been obtained. Each of the three different official people have listed three different addresses and emails.
- Proposal is received by 5:00 pm by due date.**
- Proposal outlines that an evaluation of victims' needs in a particular community has been or will be conducted.
- Letter from Board Chairman is included, if private non-profit.
- Organizational Chart is included.
- IRS written certification is included.
- Terms and Conditions pages have been read.
- Objectives state who, will do what, by when and also state the approximate number of victims and/or trainees who will receive services through this project.
- Statements made in "Problem Definition" section are documented with current, valid, statistical data, outlining the source/date of the information provided.
- "Source of Income" page is complete with all requested information, showing total agency income and budget, including, but not limited to, victim assistance funding.
- Job description(s) for staff/volunteer(s) who will be funded by this project, or a job description of the person using the equipment purchased by this project (if this is an equipment-only grant), is included in the proposal.
- Continuation Proposal contains documentation that efforts have been made to obtain permanent funding.

Richland County Council Request of Action

Subject:

Ordinance to amend the agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Seibels Service Group, Inc.)

FIRST READING: NOVEMBER 3, 2015

SECOND READING: NOVEMBER 17, 2015

THIRD READING: DECEMBER 1, 2015 {TENTATIVE}

PUBLIC HEARING: DECEMBER 1, 2015

EXHIBIT A
AMENDMENT TO PARK AGREEMENT

The City of Columbia, South Carolina, pursuant to an Ordinance adopted on _____, 2015, hereby consents to the inclusion of the property described herein in the Park Agreement.

**CITY OF COLUMBIA
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

EXHIBIT A

**PROPERTY ADDED TO RICHLAND COUNTY PORTION OF
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK (PHASE II)**

PARCEL A:

All that piece, parcel and lot of land, together with any improvements thereon, lying, being and situate in the City of Columbia, County of Richland, South Carolina, shown on a plat dated October 13, 2000, prepared by Steadman Associates, Inc. entitled "Property surveyed for South Carolina Insurance Company in Columbia, Richland County, SC" and recorded in Record Book 462 at Page 2858. Said property being more particularly described as follows:

Commencing at the intersection of the northern boundary of the right-of-way of Lady Street and the eastern boundary of the right-of-way of Bull Street. THE POINT OF BEGINNING, thence continuing along the eastern boundary of Bull Street N00°19'35"W for 278.55 feet to a ¾" pinch top, thence along property N/F of South Carolina Textile Manufacturers Association N89°46'45"E for 81.19 feet to an "X" in the concrete wall, thence along property N/F of Match Point, LLC N83°19'50"B for 68.74 feet to a nail and cap, thence continuing along property N/F of Match Point, LLC N00°25'00"W for 132.22 feet to a ½" rebar, thence along the southern boundary right of way of Washington Street N89°54'35"E for 117.83 feet to a ¾" pinch top, thence along property N/F of Louie L. Cason, Jr. the following metes and bounds S00°09'50"W for 118.67 feet to a point, thence N89°39'05"E for 4.0 feet to at ½" rebar, thence S00°09'30"W for 90.46 feet to a ½" rebar, thence N89°55'00"E for 44.07 feet to an "X" in the concrete wall, thence along property N/F of BJB Co. S00°33'15"W for 30.88 feet to a ¾" pinch top, thence along property N/F of OBS, LLC S89°41'10"W for 74.28 feet to a nail & cap, thence continuing along property N/F of OBS, LLC S00°19'00"E for 14.38 feet to a nail & cap, thence along property N/F of Lady Street Five, LLC following metes and bounds S89°37'25"W for 95.32 feet to a nail & cap, thence S00°19'55"E for 38.86 feet to a nail & cap, thence N89°25'40"E for 9.84 feet to a nail & cap, thence S00°53'45"E for 24.45 feet to a nail & cap, thence 18°35'15"W for 12.67 feet to a nail & cap, thence S53°27'05"E for 9.00 feet to a nail & cap, thence S00°25'10"E for 4.12 feet to a nail & cap, thence S00°S7'30"E for 78.31 feet to a nail & cap, thence along the boundary of the Lady Street right of way S89°40'05"W for 157.39 feet to a 2" open top, THE POINT OF BEGINNING. All measurements a little more or less.

PARCEL B:

All that piece, parcel and lot of land, together with any improvements thereon, lying, being and situate in the City of Columbia, County of Richland, South Carolina as shown on a plat dated October 13, 2000, prepared by Steadman Associates, Inc. entitled "Property surveyed for South Carolina Insurance Company in Columbia, Richland County, SC" and recorded in Record Book 462 at page 2861; said property being more particularly described as follows:

Commencing at ¾" pinch top located on the western bound of the right-of-way of Pickens Street approximately 93 feet north of Lady Street (Muller Alley), the POINT OF BEGINNING, thence continuing along the right-of-way boundary of Pickens Street N17°08'00"W for 149.21 feet to a

½” rebar, thence along property now or formerly of Richard G. Horton and Harriet M. Horton N72°54’50”E for 209.96 feet to a 5/8” rebar (replaced), thence along property now or formerly of Sisson & Dial A Partnership S16°22’15”E for 148.99 feet to a “X” in concrete, thence continuing along property now or formerly of Sisson & Dial S72°50’55”W for 207.98 feet to the POINT OF BEGINNING. All measurements a little more or less.

PACEL C:

All that piece, parcel and lot of land, together with any improvements thereon, lying, being and situate in the City of Columbia, County of Richland, South Carolina as shown on a plat dated October 13, 2000, prepared by Steadman Associates, Inc. entitled “Property surveyed for South Carolina Insurance Company in Columbia, Richland County, SC, and recorded in Record Book 462 at page 2860; said property being more particularly described as follows:

Commencing at P/K Nail along with western boundary of the right-of-way of Bull Street approximately 137 feet south of Lady Street, the POINT OF BEGINNING, thence along property now or formerly of C.W. Haynes & Co., Inc. and OBS, LLC N85°44’45”E for 187.57 feet to a ½” rebar, thence continuing along property now or formerly of OBS, LLC S04°25’20”E for 59.87 feet to a ½” rebar, thence along property now or formerly of Dunbar Funeral Home and Alston Wilkes Associates, Inc. S85°06’55”W for 187.32 feet to a ½” open top located on the western boundary of the right-of-way of Bull Street, thence continuing along Bull Street N04°39’05”W for 61.93 feet to the POINT OF BEGINNING. All measurements a little more or less.

PARCEL D:

All that piece, parcel and lot of land, together with any improvements thereon, lying, being and situate in the City of Columbia, County of Richland, South Carolina, shown on a plat dated October 13, 2000, prepared by Steadman Associates, Inc. entitled “Property surveyed for South Carolina Insurance Company in Columbia, Richland County, SC” and recorded in Record Book 462 at Page 2859. Said property being more particularly described as follows:

Commencing at a ¾” pinch top along the northern right-of-way of Washington Street approximately 120 feet west of Pickens Street, THE POINT OF BEGINNING, thence along the boundary of the Washington Street right-of-way S75°06’25”W for 74.61 feet to a nail & cap, thence along property N/F of Match Point, LLC N14°28’40”W for 153.81 feet to an “X” in concrete, thence along property N/F of South Carolina Federal Savings & Loan Association N75°23’55”E for 73.68 feet, thence along property N/F of 1529 Washington Street Associates S14°49’25”E for 153.43 feet to the POINT OF BEGINNING, all measurements a little more or less.

TAX MAP NUMBER: R11402-12-14

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$75,000 of Hospitality Fund Balance to provide funding for Famously Hot New Year

FIRST READING: NOVEMBER 3, 2015

SECOND READING: NOVEMBER 17, 2015

THIRD READING: DECEMBER 1, 2015 {TENTATIVE}

PUBLIC HEARING: DECEMBER 1, 2015

Richland County Council Request of Action

Subject: Motion to fund the Famously Hot New Year an Additional \$89,000

A. Purpose

Council is requested to consider Council member Dixon’s motion to fund the Famously Hot New Year an additional \$89,000.

B. Background / Discussion

At the October 12, 2015 Council meeting, Ms. Dixon made the following motion:

“Request an additional \$89,000 for Famously Hot New Year”

In FY15, the County funded the Community Relations Council in the amount of \$100,000 on behalf of the Famously Hot New Year. Of that amount, \$7,000 was funded through the Accommodations Tax. The remaining \$93,000 was funded through the Hospitality Tax.

This fiscal year (FY 16), the Famously Hot New Year / Gamecock Alumni Broadcasters, Ltd. submitted a Hospitality Tax grant application and an Accommodations Tax grant application. These applications are attached.

The Hospitality Tax Advisory Committee recommended a funding level of \$4,000. The Accommodations Tax Advisory Committee recommended a funding level of \$7,000. The total amount of funding recommended for the Famously Hot New Year was \$11,000, which was approved by Council during the FY16 budgetary process.

It is at this time that Staff is requesting direction regarding this motion.

C. Legislative / Chronological History

Motion made by Ms. Dixon at the October 12, 2015 Council meeting.

D. Financial Impact

The financial impact to the County will be \$89,000. If approved by Council, additional funding sources may need to be identified as the FY16 Hospitality Tax budget only has \$10,000 remaining.

E. Alternatives

1. Consider the motion and fund the Famously Hot New Year an additional \$89,000, for a total of \$100,000.

2. Consider the motion and do not fund the Famously Hot New Year an additional \$89,000.

F. Recommendation

Motion recommended by Ms. Dixon

Recommended by: Julie Ann Dixon

Department: Richland County Council

Date: October 12, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 10/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The request is a funding decision that is at Council’s discretion. Approval would require the identification of a funding source. The FY16 Hospitality Tax budget has \$10k remaining in the undesignated account however Council has multiple funding requests to consider.

The recommendation of denial is based on the requesting being outside of the budget cycle and not the merits of the request.

Grants

Reviewed by: Brandon Madden

Date: 10/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is a funding decision at the discretion of Council.

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: October 22, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While this is a policy decision of Council, please note that the FY 16 Hospitality Tax Budget only has \$10,000 remaining in the undesignated account. There is another Hospitality Tax funding request also at this month’s Committee Meeting. If Council makes the policy decision to fund this item from Hospitality Tax, decisions must be made regarding proposed projects (ie, Sports Complex in Lower Richland).



ACCOMMODATIONS TAX COUNTY PROMOTIONS APPLICATION
Funding for FY16 (July 1, 2015 – June 30, 2016) Due: March 2, 2015

18

INCORPORATION DATE: 02/2004

FEDERAL ID #: 20-0998798

ORGANIZATION: Famously Hot New Year/Gamecock Alumni Broadcasters, Ltd.

MISSION STATEMENT:

Set on Columbia's Main Street with the South Carolina State Capitol as the backdrop, Famously Hot New Year is South Carolina's largest free New Year's Eve party. The celebration, encompassing a live outdoor concert by national headlining bands, a colossal midnight fireworks display unrivaled in the two Carolinas, a VIP party, family fun, regional food and drink, brings residents, business, and community and civic leaders from diverse backgrounds together to enhance the well-being of the community through a safe and harmonious celebration welcoming a new year.

ORG. MANAGER: Steve Varholy

TITLE: President

PHONE: (803) 404-5535

EMAIL: steve@indiepubradio.org

PROJECT MANAGER: Barbara Rackes

TITLE: Project Manager

PHONE: (803) 212-7118

EMAIL: admin@famouslyhotnewyear.com

ORGANIZATION STREET ADDRESS: 1338 Main Street, Suite 202, Columbia, South Carolina 29201

ORGANIZATION MAILING ADDRESS: Same

TOTAL AMOUNT REQUESTED: \$7,000

TOTAL PROJECT COST: \$491,000

PROJECT START DATE: 07/01/2015

PROJECT END DATE: 01/02/2016

PROJECTED FULL ATTENDANCE: 28,000

PROJECTED NUMBER OF TOURISTS: 12,600

PROJECTED TOTAL MEALS CONSUMED: 12,000

PROJECTED TOTAL OVERNIGHTS: 3,500

DESCRIPTION OF HOW YOUR ORGANIZATION DETERMINED THE NUMBERS ABOVE (also indicate the numbers of room nights and meals estimated in unincorporated Richland County):

Surveys of registered guests were used for FHNY2015 to learn which guests planned to stay in hotels and for how many nights. Figures gained from surveys were applied to overall attendance numbers of similar guests from out-of-town zip codes derived from zip code tallies at entry gates. The same equation was applied for both hotel and dining with hotel lodging based on double-occupancy and dining on single serving. Of the approximately 17,000 people from the Midlands at FHNY2015, about 7,000 or 42% of Midlands' guests were from unincorporated Richland County. Hotels were surveyed before and after the event to gain occupancy rates for 12/31/2012, 12/31/2013 and 12/31/2014. While participation was lower than desired, overall occupancy rates increased.

Of the slightly greater than 40% of guests coming from outside the Midlands, approximately 39% indicated that they were staying in hotels for one or more nights. Based on an estimated 3,500 room nights, 39% would represent 1,365 guests staying in hotels within the unincorporated Richland County area.

See sampling of the hotel occupancy rates we were able to obtain for FHNY2015 below.

City of Columbia	12/31/2014	12/31/2013	12/31/2012
Columbia Marriott Downtown	91%	73%	58%
Springhill Suites by Marriott Vista	63%	99%	66%
Hampton Inn Downtown Historic District	98%	97%	
Clarion Hotel Downtown (construction)	17%	55%	42%
Sheraton Columbia	89%	51%	24%
Inn at USC	73%	62%	55%
Embassy Suites	43%	38%	24%
Homewood Suites Greystone	57%	33%	40%
Hilton Columbia Center	76%	84%	
Richland County			
Hilton Garden Inn Columbia Northeast	29%	23%	
Residence Inn Columbia Northeast	53%	44%	
Courtyard by Marriott Columbia Northeast	40%	38%	

PROGRAM LOCATIONS: Please list the **street** address of all program locations that will be funded through H-Tax grant funds. Please indicate if program or project will be held on County property.

In front of the SC State House, Main/Gervais Streets, Columbia.

DOES YOUR PROJECT REQUIRE PERMITS XX YES ___ No LIST THOSE REQUIRED

- City of Columbia ordinance
- City of Columbia parade permit
- City of Columbia combined event business license
- State of South Carolina event permit (grounds)
- LLR fireworks permit
- City of Columbia Fire Department permit
- SC Department of Revenue temporary liquor license
- SC Department of Revenue temporary beer and wine permit(s)
- SC Department of Revenue license to Operate Place of Amusement
- SC Department of Revenue Admissions Tax Exemption

PROJECT DESCRIPTION (You may attach one (1) additional sheet):

FHNY2016 will be the fifth annual celebration of New Year's in the Midlands of South Carolina. Over the course of the first four years, FHNY has become a signature event for both the Midlands and the State of South Carolina and is fast becoming a go-to event in the Southeast. FHNY 2015 attracted 28,000 guests and after-event surveys indicate that people were excited and planned to return. FHNY audience goal for 2016 is again 28,000 with a goal of 45% of those guests visiting from outside Richland County.* For FHNY2015, an estimated that 7,000 guests attended from unincorporated Richland County, or 25.08% of the total population of guests.

The celebration will include:

- Safe and secure downtown location as base for the *Southeast's Largest Free New Year's Celebration*.
- Crescent Lounge VIP venue with upscale food, spirits, entertainment.
- The largest-ever New Year's Eve fireworks display in the Carolinas.

The co-chairs of FHNY2015, Melanie Murphy and Sam Johnson, have assembled a list of recommendations for the coming year including addition of a "drop" (ball, or otherwise) and further reconfiguration of the VIP Crescent Lounge. Recycling will increase in focus following collection of 780 pounds of recyclable material in the most recent year. FHNY2016 will also expand its relationship with The Comet to provide transportation from areas outside the Main Street to facilitate further participation by regional hotels as well as safe park-and-ride locations for regional residents. December 31, 2015 is a Thursday which lends itself to suggestion of longer stays in the Midlands, connecting guests with attractions in unincorporated Richland County to expand the overall picture of opportunities in the Midlands. It also intends to partner

with youth attractions to engage whole families specifically in FHNY-related activities.

With attractions becoming a focus for multi-day stays, FHNY will look forward to learning about and connecting with recreational, historic, and other attractions in unincorporated Richland County and believe FHNY2016 will have the expertise to bring added attention to all opportunities in the Midlands. FHNY seeks to increase activity in Midlands's hotels during an otherwise off-season with a multi-day package of FHNY-centered activities.

Famously Hot New Year 2016 will feature a national headliner coupled with an expanded selection of regional and local talent, allowing draw on both a big name while spotlighting up-and-coming talent.

The celebration uses print and distributed marketing materials within the Midlands and will use billboards, online advertising, strategic media buys, enhanced public relations and in-kind distribution support to attract attendees to the celebration. Based on FHNY2015 tracking documentation (see attached), FHNY plans to modify use of marketing funds to target market key regions and audiences.

BENEFIT TO TOURISM (How does it promote and highlight **unincorporated** Richland County's historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.)

FHNY2016 will seek to attract people to the Midlands of South Carolina from outside Richland County and the State of South Carolina to a) lodge and dine and b) become acquainted with the arts, culture, and attractions offered. Working with venue partners (Riverbanks Zoo, EdVenture, State Museum and others), FHNY will engage visitors in new, interesting parts of the Midlands, **including those in unincorporated Richland County**. Offer parks and recreational facilities opportunities to feature available facilities and activities on website and social media in a manner that connects event guests to their locations in times and seasons other than New Year's Eve. The national, regional, and local media coverage of FHNY has also helped and will continue to help position the Midlands of South Carolina in a new and more positive light, attracting the interest of more tourists and media.

BENEFIT TO COMMUNITY AND RICHLAND COUNTY:

In keeping with FHNY's mission of bringing all people of all backgrounds together in ways that promote harmony, mutual respect, and civility, the Famously Hot New Year's Celebration allows thousands of diverse people to come together in a safe and exciting environment. FHNY management believes the past four years' events have brought together portions of the community that might not otherwise connect in a manner that demonstrates the potential of bridging divides. It's also, of course, a great way to attend a safe and very fun party with great entertainment on a night that might otherwise be a source of less-managed revelry.

MANAGEMENT CAPABILITY TO MAKE THIS PROJECT SUCCESSFUL:

FHNY will engage a professional project manager to organize and coordinate the efforts of multiple veteran vendors. This organizational structure will include coordination through a well-organized vendor committee and oversight by an advisory board of key stakeholders including funding partners. This event has suffered growing pains reasonable to a project of its nature, but has become stable over the life of its existence. All materials are organized and all facets of the project are documented for future organizers and vendors to learn and maintain continuity.

OUTLINE PROJECT MARKETING PLAN (Include how you plan to reach tourists and work with local restaurants. Also include tracking mechanism used to determine tourist attendance):

FHNY2016 will use many of the tools that were previously effective, expanding the use of those that have reached the greatest audiences in the most economical ways. For 12/31/2014, FHNY expanded the use of social media to include **active participation by sponsors**, allowing all parties to gain a much broader audience. The campaigns that collaborated with sponsor interests were particularly successful this past year and helped expand relationships based on mutual interest.

FHNY plans include using similar methods with the addition of further engaging restaurants, hotels, merchants, and attractions, building the overall visibility of the Midlands while connecting each of entities with more new prospective customers. To make maximum use of social media reach, FHNY will hire the best group of consultants and use promoted posts and tweets.

FHNY will also make extensive use of radio both locally and regionally. In 2015, FHNY was able to more than quadruple its

cash investment in radio with sponsorship matches.

Outside Richland County, FHNY2015 plans to place both digital and vinyl billboards in the Greenville/Spartanburg, Orangeburg, Florence/Darlington, Charlotte, Charleston, Aiken/Augusta markets. FHNY has already established a partnership with the CVB which will leverage funding 1.5 to 1 in the Charlotte/Rock Hill Aiken/Augusta and Charleston areas.

FHNY again plans to use contests to increase audience and measure the response via social media, email, and website, conversion (message leading to action). While the value of print is diminishing, FHNY plans to place both articles and small ads in regional daily news media as well.

Each marketing consultant begins the project with the end in mind, offering in advance an outline of how they will measure the success of these efforts. These vary among mediums with social media being highly measurable and radio/TV/print measurable only to the extent of the total audience figures they can offer. FHNY intends to keep refining the relationship between audience reached with online surveys and exit polls to learn which mediums deliver the greatest result for its investment.

REQUIRED ATTACHMENTS: Attachments MUST be submitted along with proposal.

- Budget and budget narrative (See budget form below)
- 501 c 3 determination letter from IRS confirming nonprofit status
- Confirmation of current registration as a charity with the SC Secretary of State
- List of organization's current Board Members/Directors
- Organization's most recent 990 tax form

Director's Signature _____ Date: 3/2/15

Board Chairman's Signature _____ Date: 3/2/15

ACCOMMODATIONS TAX GRANT BUDGET FORM

List the expenses for your project below. Add expense categories in the blank lines below, if needed and consult the guidelines for eligible expenditures.

Expense Category	County A-Tax Request	Other Sources	Total
Advertising/Marketing/Promotion	7,000	101,000	108,000
Municipal Services/Security		25,000	25,000
Entertainment/Speakers/Guest		120,000	120,000
Event Rentals		50,000	50,000
Supplies		23,000	23,000
Consultants/Contractors		165,000	165,000
Total	7,000	484,000	491,000

Note 1. "Salaries" for marketing/advertising are included under consultants/contractors.

List the income sources for your program or project below. Include the amount requested in this application.

Income Source	Amount	Pending/Received
FY16 Richland County H-Tax Request	93,000	Application submitted
FY16 Richland County A-Tax Request	7,000	Application submitted
FY16 City of Columbia H-Tax Request	130,000	Application will be submitted
Private sponsorship	205,000	Pending
Revenue from sale of tickets, food and merchandise	65,000	Future
	\$500,000	

Provide a detailed narrative of expenses in the H-Tax Grant Request expense column. Add (1) additional sheet, if needed.

Advertising/Marketing/Promotion – Intended use of digital and paper boards particularly in regional markets. Subject to recommendations of marketing consultants, expand use of online advertising and alternative news media in Charleston and Charlotte.

Entertainment – portion of cost of headliner and supporting acts

Event Rentals – portion of cost of stage & lighting.

Consultants/Contractors – FHNY employs no direct staff and uses contractual partners for all services. The portion requested from Richland County represents services of marketing consultants.



HOSPITALITY TAX COUNTY PROMOTIONS APPLICATION
Funding for FY16 (July 1, 2015 – June 30, 2016) Due: March 2, 2015

INCORPORATION DATE: 04/2004

FEDERAL ID #: 20-0998798

ORGANIZATION: Famously Hot New Year/ Gamecock Alumni Broadcasters, Ltd.

MISSION STATEMENT:

Set on Columbia's Main Street with the South Carolina State Capitol as the backdrop, Famously Hot New Year is South Carolina's largest free New Year's Eve party. The celebration, encompassing a live outdoor concert by national headlining bands, a colossal midnight fireworks display unrivaled in the two Carolinas, a VIP party, family fun, regional food and drink, brings residents, business, and community and civic leaders from diverse backgrounds together to enhance the well-being of the community through a safe and harmonious celebration welcoming a new year.

ORG. MANAGER: Steve Varholy

TITLE: President

PHONE: (803) 404-5535

EMAIL: steve@indiepubradio.org

PROJECT MANAGER: Barbara Rackes

TITLE: Project Manager

PHONE: (803) 212-7118

EMAIL: admin@famouslyhotnewyear.com

ORGANIZATION STREET ADDRESS: 1338 Main Street, Suite 202, Columbia, South Carolina 29201

ORGANIZATION MAILING ADDRESS: 1338 Main Street, Suite 202, Columbia, South Carolina 29201

TOTAL AMOUNT REQUESTED: \$93,000

TOTAL PROJECT COST: \$500,000

PROJECT START DATE: 07/01/2015

PROJECT END DATE: 01/02/2016

PROJECTED FULL ATTENDANCE: 28,000

PROJECTED NUMBER OF TOURISTS: 12,600

PROJECTED TOTAL MEALS CONSUMED: 12,000

PROJECTED TOTAL OVERNIGHTS: 3,500

DESCRIPTION OF HOW YOUR ORGANIZATION DETERMINED THE NUMBERS ABOVE (also indicate the numbers of meals and room stays estimated in unincorporated Richland County):

Surveys of registered guests were used for FHNY2015 to learn which guests planned to stay in hotels and for how many nights. Figures gained from surveys were applied to overall attendance numbers of similar guests from out-of-town zip codes derived from zip code tallies at entry gates. The same equation was applied for both hotel and dining with hotel lodging based on double-occupancy and dining on single serving. Of the approximately 17,000 people from the Midlands at FHNY2015, about 7,000 or 42% of Midlands' guests, were from unincorporated Richland County. Hotels were surveyed before and after the event to gain occupancy rates for 12/31/2012, 12/31/2013 and 12/31/2014. While participation was lower than desired, overall occupancy rates increased. A small sampling:

City of Columbia	12/31/2014	12/31/2013	12/31/2012
Columbia Marriott Downtown	91%	73%	58%
Springhill Suites by Marriott Vista	63%	99%	66%
Hampton Inn Downtown Historic District	98%	97%	
Clarion Hotel Downtown (construction)	17%	55%	42%
Sheraton Columbia	89%	51%	24%
Inn at USC	73%	62%	55%
Embassy Suites	43%	38%	24%
Homewood Suites Greystone	57%	33%	40%
Hilton Columbia Center	76%	84%	
Richland County			
Hilton Garden Inn Columbia Northeast	29%	23%	
Residence Inn Columbia Northeast	53%	44%	
Courtyard by Marriott Columbia Northeast	40%	38%	

PROGRAM LOCATIONS: Please list the **street** address of all program locations that will be funded through H-Tax grant funds. Please indicate if program or project will be held on County property.

In front of the SC State House, Main/Gervais Streets, Columbia.

PROJECT DESCRIPTION (You may attach one (1) additional sheet):

FHNY2016 will be the fifth annual celebration of New Year's in the Midlands of South Carolina. Over the course of the first four years, FHNY has become a signature event for both the Midlands and the State of South Carolina and is fast becoming a go-to event in the Southeast. FHNY 2015 attracted 28,000 guests and after-event surveys indicate that people were excited and planned to return. FHNY audience goal for 2016 is again 28,000 with a goal of 45% of those guests visiting from outside Richland County.* For FHNY2015, an estimated that 7,000 guests attended from unincorporated Richland County, or 25.08% of the total population of guests.

The celebration will include:

- Safe and secure downtown location as base for the *Southeast's Largest Free New Year's Celebration*.
- Crescent Lounge VIP venue with upscale food, spirits, entertainment.
- The largest-ever New Year's Eve fireworks display in the Carolinas.

The co-chairs of FHNY2015, Melanie Murphy and Sam Johnson, have assembled a list of recommendations for the coming year including addition of a "drop" (ball, or otherwise) and further reconfiguration of the VIP Crescent Lounge. Recycling will increase in focus following collection of 780 pounds of recyclable material in the most recent year. FHNY2016 will also expand its relationship with The Comet to provide transportation from areas outside the Main Street to facilitate further participation by regional hotels as well as safe park-and-ride locations for regional residents. December 31, 2015 is a Thursday which lends itself to suggestion of longer stays in the Midlands, connecting guests with attractions in unincorporated Richland County to expand the overall picture of opportunities in the Midlands. It also intends to partner with youth attractions to engage whole families specifically in FHNY-related activities.

With attractions becoming a focus for multi-day stays, FHNY will look forward to learning about and connecting with recreational, historic, and other attractions in unincorporated Richland County and believe FHNY2016 will have the expertise to bring added attention to all opportunities in the Midlands. FHNY seeks to increase activity in Midlands's hotels during an otherwise off-season with a multi-day package of FHNY-centered activities.

Famously Hot New Year 2016 will feature a national headliner coupled with an expanded selection of regional and local talent, allowing draw on both a big name while spotlighting up-and-coming talent.

The celebration uses print and distributed marketing materials within the Midlands and will use billboards, online advertising, strategic media buys, enhanced public relations and in-kind distribution support to attract attendees to the

celebration. Based on FHNY2015 tracking documentation (see attached), FHNY plans to modify use of marketing funds to target market key regions and audiences.

ECONOMIC IMPACT/COST BENEFIT: Provide project income and expenses for the last two years for the project you are requesting H-Tax funds as well as the projections for FY16. This section must be completed even if you did not apply for County H-Tax funds in the past.

These figures should be for the full project/event budget, not just the grant portion.	FY 14 7/1/13 – 6/30/14	FY 15 7/1/14 – 6/30/15	Projected FY 16 7/1/15 – 6/30/16**
Total Income (sponsors, grants, ticket/food sales, etc.)	466,305	506,303	500,000
Total Expenses (rentals, marketing, supplies, contracts, etc.)	473,079	498,608	491,000
Net Proceeds (Income – Expenses)	(6,868.08)	7695	9,000

**FHNY intends to incorporate in-kind contributions and expenses in its financial records for future years. Estimated in-kind income for FHNY2015 (12/31/2014) was approximately \$66,000 as were expenses. In-kind is not included in projections.

HOW WILL YOUR ORGANIZATION USE INCOME, IF ANY, GENERATED BY THIS PROGRAM/EVENT?

Revenues not used for event expenses or in carry forward for early FHNY2017 expenses will be donated to non-profit(s) that match its mission.

BENEFIT TO TOURISM (How does it promote and highlight **unincorporated** Richland County’s historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.)

FHNY2016 will seek to attract people to the Midlands of South Carolina from outside Richland County and the State of South Carolina to a) lodge and dine and b) become acquainted with the arts, culture, and attractions offered. Working with venue partners (Riverbanks Zoo, EdVenture, State Museum and others), FHNY will engage visitors in new, interesting parts of the Midlands, **including those in unincorporated Richland County**. Offer parks and recreational facilities opportunities to feature available facilities and activities on website and social media in a manner that connects event guests to their locations in times and seasons other than New Year’s Eve. The national, regional, and local media coverage of FHNY has also helped and will continue to help position the Midlands of South Carolina in a new and more positive light, attracting the interest of more tourists and media.

BENEFIT TO COMMUNITY IN WHICH PROJECT WILL BE HELD:

In keeping with FHNY’s mission of bringing all people of all backgrounds together in ways that promote harmony, mutual respect, and civility, the Famously Hot New Year’s Celebration allows thousands of diverse people to come together in a safe and exciting environment. FHNY management believes the past four years’ events have brought together portions of the community that might not otherwise connect in a manner that demonstrates the potential of bridging divides. It’s also, of course, a great way to attend a safe and very fun party with great entertainment on a night that might otherwise be a source of less-managed revelry.

PROVIDE EVIDENCE OF SUCCESS FOR SIMILAR PROGRAMS/EVENTS AND MANAGEMENT CAPABILITY TO MAKE THIS PROJECT SUCCESSFUL:

FHNY will engage a professional project manager to organize and coordinate the efforts of multiple veteran vendors. This organizational structure will include coordination through a well-organized vendor committee and oversight by an advisory board of key stakeholders including funding partners. This event has suffered growing pains reasonable to a project of its nature, but has become stable over the life of its existence. All materials are organized and all facets of the project are documented for future organizers and vendors to learn and maintain continuity.

OUTLINE PROJECT MARKETING PLAN (Include how you plan to reach tourists and work with local restaurants. Also include tracking mechanism used to determine tourist attendance):

FHNY2016 will use many of the tools that were previously effective, expanding the use of those that have reached the greatest audiences in the most economical ways. For 12/31/2014, FHNY expanded the use of social media to include **active participation by sponsors**, allowing all parties to gain a much broader audience. The campaigns that collaborated with sponsor interests were particularly successful this past year and helped expand relationships based on mutual interest. FHNY plans include using similar methods with the addition of further engaging restaurants, hotels, merchants, and attractions, building the overall visibility of the Midlands while connecting each of entities with more new prospective customers. To make maximum use of social media reach, FHNY will hire the best group of consultants and use promoted posts and tweets.

FHNY will also make extensive use of radio both locally and regionally. In 2015, FHNY was able to more than quadruple its cash investment in radio with sponsorship matches.

Outside Richland County, FHNY2015 plans to place both digital and vinyl billboards in the Greenville/Spartanburg, Orangeburg, Florence/Darlington, Charlotte, Charleston, Aiken/Augusta markets. FHNY has already established a partner relationship with the CVB which will leverage funding 1.5 to 1 in the Charlotte/Rock Hill Aiken/Augusta and Charleston areas.

FHNY again plans to use contests to increase audience and measure the response via social media, email, and website, conversion (message leading to action). While the value of print is diminishing, FHNY plans to place both articles and small ads in regional daily news media as well.

REQUIRED ATTACHMENTS: Attachments MUST be submitted along with proposal.

- Budget and budget narrative (See budget form below)
- Letter from IRS confirming 501 c 3 nonprofit status
- Proof of current registration as a charity with the SC Secretary of State
- List of organization's current Board Members/Directors
- Most recent 990 tax form. If you file a 990 post-card please also attach a financial report showing financial status
- One (1) additional page for project description (**Optional**)
- One (1) additional page for budget narrative/justification (**Optional**)

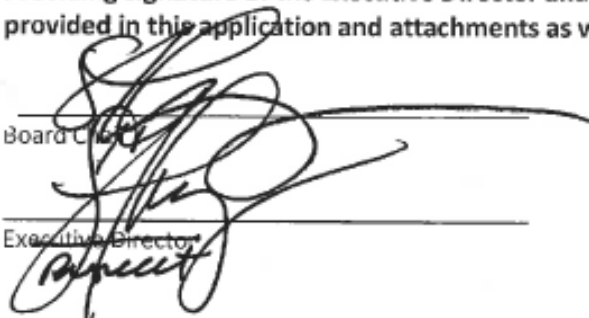
STATEMENT OF ASSURANCES

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition. The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by Richland County upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change and/or variation must be reported immediately, otherwise, funding may be withheld.

Providing signature of the Executive Director and Board Chair of the organization verifies accuracy of the information provided in this application and attachments as well as agreeing to the assurances written above.

Board Chair

Executive Director



March 2, 2015

March 2, 2015

HOSPITALITY TAX GRANT BUDGET FORM

List the expenses for your project below. Add expense categories in the blank lines below, if needed.

Expense Category	County H-Tax Request	Other Sources	Total
Advertising/Marketing/Promotion/Billboards	33,000	75,000	108,000
Advertising/Marketing Related Salary (Note 2)			0.00
Municipal Services/Security		25,000	25,000
Entertainment/Speakers/Guest Artists	25,000	95,000	120,000
Event Rentals	20,000	30,000	50,000
Supplies		23,000	23,000
Consultants/Contractors	15,000	150,000	165,000
Total	93,000	398,000	491,000

Note 1. "Salaries" for marketing/advertising are included under consultants/contractors.

List the income sources for your program or project below. Include the amount requested in this application.

Income Source	Amount	Pending/Received
FY16 Richland County H-Tax Request	93,000	Application submitted
FY16 Richland County A-Tax Request	7,000	Application submitted
FY16 City of Columbia H-Tax Request	130,000	Application will be submitted
Private sponsorship	261,000	Pending
Revenue from sale of tickets, food and merchandise	65,000	Future
	\$500,000	

Provide a detailed narrative of expenses in the H-Tax Grant Request expense column. Add (1) additional sheet, if needed.

Advertising/Marketing/Promotion – Intended use of digital and paper boards particularly in regional markets. Subject to recommendations of marketing consultants, expand use of online advertising and alternative news media in Charleston and Charlotte.

Entertainment – portion of cost of headliner and supporting acts

Event Rentals – portion of cost of stage & lighting.

Consultants/Contractors – FHNY employs no direct staff and uses contractual partners for all services. The portion requested from Richland County represents services of marketing consultants.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_HT_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$75,000 OF HOSPITALITY FUND BALANCE TO PROVIDE FUNDING FOR FAMOUSLY HOT NEW YEAR.

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 Seventy Five Thousand Dollars (\$75,000.00) be appropriated to provide funding for Famously Hot New Year. Therefore, the Fiscal Year 2015-2016 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 8,115,244
Appropriation of Hospitality Tax Fund Balance:	\$ <u>75,000</u>
Total Hospitality Tax Fund Revenue as Amended:	\$ 8,190,244

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 8,115,244
Palmetto Capital City Classic:	\$ <u>75,000</u>
Total Hospitality Tax Fund Expenditures as Amended:	\$ 8,190,244

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'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 of Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Oro, whereby Richland County will enter into a fee-in-lieu of tax arrangement with Project Oro, and providing for payment by Project Oro of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the agreement for the establishment of a multi-county industrial park/business park; and other matters relating thereto

FIRST READING: NOVEMBER 3, 2015

SECOND READING: DECEMBER 1, 2015 {TENTATIVE}

THIRD READING:

PUBLIC HEARING:

ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND PROJECT ORO WHEREBY RICHLAND COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH PROJECT ORO AND PROVIDING FOR PAYMENT BY PROJECT ORO OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Project Oro (the “Company”) has requested Richland County, South Carolina (the “County”) to enter into a Fee-in-Lieu of Tax Agreement with the Company, because the Company has expressed its intent to the County to make a potential capital investment in the County and to hire full time employees in the County;

WHEREAS, as a result of the Company’s desire to undergo the project, the Company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and the Company dated as of _____, 2015 in order to encompass the terms of the project;

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 “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act; and

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “the MCIP Act”) to provide for payments-in-lieu of taxes (“FILOT Payments”) with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their FILOT Payments (including Negotiated FILOT Payments) to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of a commercial enterprise in order to enhance the economic development of Richland County (“Infrastructure Improvements”); and to create and maintain, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and

WHEREAS, the Company plans to develop a facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal

property (the “Negotiated FILOT Project”) which the Company has represented will likely consist of a capital investment of at least \$400,000,000; and

WHEREAS, the Negotiated FILOT Project is located entirely within the County and the County intends to include the Negotiated FILOT Project in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the Company has requested certain economic development incentives (the “Incentives”) as set forth herein, and the County desires to offer the Incentives for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project; and

WHEREAS, based on information provided by and representations of the Company, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

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

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Negotiated FILOT Project is identified as a “project” as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT Act;
- (c) The investment by the Company in the Negotiated FILOT Project is anticipated to be at least \$400,000,000 to be invested within ten (10) years from the end of the property tax year in which the Company and the County execute the FILOT Agreement (as defined herein); provided, however, that in the event the Company

invests \$600,000,000 within the ten (10) year period, the investment period shall automatically extend by three (3) years as provided in the FILOT Act;

- (d) the Negotiated FILOT Project will be located entirely within the County;
- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 4% assessment ratio and a millage of rate of 544.6 mills, which is equal to the rate in effect as of June 30, 20[], all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the “FILOT Agreement”).

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits (“SSRCs”) under the Special Source Act as set forth in the FILOT Agreement:

Section 5. Execution of the Fee Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the

the officials of the County executing the same after receipt of advice from counsel to the County, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Inclusion of Project In MCIP. The County authorizes the expansion of the boundaries of I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina (the “Park”), pursuant to the Multi-County Park Act and the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 between the County and Fairfield County (the “Park Agreement”) and an amendment to the Park Agreement to include the Negotiated FILOT Project in the Park. The Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The Chair and the Clerk to the County Council are hereby 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 Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and an approving ordinance by Fairfield County Council. The County will distribute FILOT Payments received from the Negotiated FILOT Project in accordance with the Park Agreement.

Section 7. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[Signature Page to Follow]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush
Chair, Richland County Council
Richland County, South Carolina

ATTEST:

Monique McDaniels, Clerk to Council, Richland County Council
Richland County, South Carolina

First Reading: November 3, 2015
Second Reading: December 1, 2015
Public Hearing: December 8, 2015
Third Reading: December 8, 2015

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT ORO

Dated as of _____, 2015

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EXHIBIT B-2	Aggregate Investment Certification	B-2-1

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”), dated as of _____, 2015 by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and PROJECT ORO, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”);

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 thereof (the “FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof; the “Special Source Act”) (collectively, the “Act”), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of ad valorem tax (“FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for qualifying expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company plans a significant investment within the jurisdiction of the County through the acquisition of certain land and the construction, equipping and furnishing of certain facilities to be used primarily for commercial services (the “Project”), and the Company anticipates that, should its plans proceed as expected, it will invest a minimum of \$400,000,000 in conjunction with the Project and within the County; and

WHEREAS, such projected investment will qualify the Project as an enhanced investment or “super-fee” under the FILOT Act (an “Enhanced Investment”), which entitles the Company to an extended minimum investment period of eight (8) years (the “Statutory Investment Period”) to reach the applicable minimum investment, if any, under Section 12-44-30(7) of the FILOT Act, plus the possibility of an additional five (5) years beyond the Statutory Investment Period to complete the Project on application and approval by the County Council

WHEREAS, the County has agreed to an additional two (2) years beyond the Statutory Investment Period for a ten (10) year investment period (the “Investment Period”), which shall be further extended an additional three (3) years to thirteen (13) years should the Company invest \$600,000,000 within the investment period (the “Extended Investment Period”).

WHEREAS, pursuant to Ordinance No. [] enacted on [], 2015 (the “Ordinance”), the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Company, and ratified all prior actions taken with respect to the Project pursuant to the Ordinance; and

WHEREAS, County Council has determined that it is in the best interests of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

[**Article I** follows on next page]

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01 Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(13) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act, except as expressly provided in paragraph (b) below, to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance that are within the County's control.

(b) Recapitulation.

1. Legal name of each initial party to this Agreement:
Project Oro, a Delaware limited liability company, and Richland County, South Carolina
2. County and street address of the project and property to be subject to this Agreement:

[to be updated]
3. Minimum investment agreed upon:
\$400,000,000
4. Length and term of this Agreement:
30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement:
4%
6. Millage rate applicable for each year of this Agreement:
Every year of the term: 544.6 mills, which is the rate in effect as of June 30, 20[].
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement:
Waived by the County and the Company
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities:
Waived by the County and the Company

9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property, subject to Payments-in-Lieu-of-Taxes is allowed;
 - (c) For the term of this Agreement, Special Source Credits shall be given to the Economic Development Property in an amount equal to 40% (to reward the Company's anticipated \$400,000,000 capital investment within the Statutory Investment Period). Such Special Source Credits shall increase to 50% if/when the Company invests \$500,000,000, and such Special Source Credits shall increase to 60% if/when the Company invests \$600,000,000.
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this Recapitulation. Waived by the County and the Company
11. Description of the effect upon the schedules required by items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8) Waived by the County and the Company
12. Which party or parties to this Agreement are responsible for updating any information contained in this Recapitulation: The Company and the County, as applicable

Section 1.02 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, collectively, the FILOT Act, the Multi-County Park Act and the Special Source Act, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees (which shall not exceed \$7,500); provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the

maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Company an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Corporate Affiliate of the Company, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising apart of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Company has not identified any Sponsor, Sponsor Affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Company*” shall mean Project Oro, a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 7.02** or **8.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder, or owner of the Company.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property,

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 10.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof

“*FILOT Payments*” or “*FILOT Revenues*” shall mean the payments to be made by the Company pursuant to **Section 5.01** hereof.

“*Investment Period*” shall mean the period for completion of the Project, which shall be ten (10) years. If the Company has invested at least \$600,000,000 by the end of the Investment Period, the Investment Period may be extended an additional three (3) years, for a possible total of 13 years (the “Extended Investment Period”).

“*Land*” shall mean the land upon which the Project would be constructed, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Investment Requirement*” shall mean investment in the Project within the County by any one of the Company or any Sponsor or Sponsor Affiliate of not less than \$400,000,000 prior to the end of the Statutory Investment Period.

“*Multi-County Park*” shall mean the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Multi-County Park Agreement*” shall mean that certain Master Agreement Governing the 1-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended, supplemented, or replaced from time to time.

“*Multi-County Park Fee*” shall mean the fees payable by the County to Fairfield County, South Carolina, or any successor thereto under the Multi-County Park Agreement.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the FILOT Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, i.e., the period ending on December 31 of each year.

“*Released Property*” shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to Section 4.03 hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced,

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such

property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

“*Special Source Act*” shall mean Section 4-1-175 of the Code, as amended through the date hereof.

“*Special Source Credits*” shall mean the credits described in **Section 3.02** hereof.

“*Special Source Improvements*” shall mean any qualifying infrastructure defined under Section 4-29-68 of the Code, as amended through the date hereof, and shall be deemed to include initially, for purposes of this Agreement, the Land, the buildings, fixtures and other real property improvements on the Land and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investor directly or through lease payments.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to Section 8.03 hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the statutory investment requirements are met.

“*State*” shall mean the State of South Carolina.

“*Statutory Investment Period*” shall mean the period commencing on the date of the first expenditures with respect to the Project and ending eight (8) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be placed in service in the Property Tax Year ending on December 31, 2008, the end of the Statutory Investment Period would be December 31, 2016.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

[End of **Article I**]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement, the Negotiated FILOT Payments and Special Source Credit arrangements as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor any existing law or the provisions of the Constitution of the State.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. **[The Company's fiscal year end is December 31 of each year]**, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) If the Company elects to go forward with the Project, the Company and/or one or more Corporate Affiliates will operate the Project primarily for the purpose of commercial services and be entitled to all the rights and benefits provided hereunder.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Company to consider locating the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

Section 3.02 Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements pursuant to **Section 4.04** hereof, the County agrees that the Company shall be entitled to claim annual Special Source Credits in amounts equal to 40% against its Negotiated FILOT Payment. Such Special Source Credits shall increase to 50% if/when the Company invests \$500,000,000, and such Special Source Credits shall increase to 60% if/when the Company invests \$600,000,000, all in accordance with the Special Source Act. In no event shall the aggregate amount of the Special Source Credits exceed the amount heretofore or hereafter expended by the Company or any Co-Investor with respect to Special Source Improvements relating to the Property. The Company shall claim such Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its FILOT Payment, an Annual Special Source Credit Certification (substantially in the form of **Exhibit B-1** hereto) showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits. The amount of such Special Source Credit, after confirmation by the County and the County's agreement therewith, shall be deducted by the County from its annual FILOT bill.

(b) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, IF ANY, HEREUNDER WITH RESPECT TO THE PROJECT.

(c) If investment in the Project does not aggregate \$400,000,000 or more by the end of the Statutory Investment Period, the County reserves the right to adjust the Special Source Credits in a pro rata manner (adjusting proportionately the Special Source Credits in accordance with the amount by which the Company failed to meet the aggregate anticipated \$400,000,000 capital investment, by the end of the Statutory Investment Period). The County may exercise such option to adjust the Special Source Credits at any time following the date that is the earliest of (i) the date the Company files with the County Administrator and the County Auditor, an Annual Aggregate Investment Certification (substantially in the form of **Exhibit B-2** hereto) stating whether the aggregate investment in the Project has or has not reached, or is not anticipated to reach,

\$400,000,000 by the end of the Statutory Investment Period, or (ii) the final day of the Statutory Investment Period. The Company shall file such Annual Aggregate Investment Certification at such time it files its Annual Special Source Credit Certificate. Such Annual Aggregate Investment Certification and Annual Special Source Credit Certificate shall be sent by way of regular mail delivery to the County Administrator and the County Auditor.

Section 3.03 Related Undertakings.

(a) The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein. The County will be responsible for payment of the Multi-County Park Fee in accordance with the terms of the Multi-County Park Agreement.

(b) The County hereby agrees to use its best efforts to pursue and assist the Company in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Company in obtaining necessary permits required for the Project.

[End of **Article III**]

ARTICLE IV

INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Company agrees that in order to fully qualify for the benefits of this Agreement it must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Company in its sole discretion, and to expend or cause to be expended upon the Cost of the Project not less than \$400,000,000 or to the end of the Investment Period; provided, however, that the benefits provided to the Company under this Agreement shall be subject to adjustment or termination as provided in **Sections 3.02** and **5.01** hereof if the aggregate investment in the Project does not reach the levels specified therein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the FILOT Act, the Minimum Investment Requirement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investor pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) The Company and/or its designated Co-Investor shall retain title to the Project throughout the Term of this Agreement, and the Company and any such Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transaction as the Company deems suitable, without the need to obtain any prior or subsequent approval or consent of the County.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the Company's rights under **Section 4.03** hereof, the Company at its own expense will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exist hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may during the Investment Period, at its own expense, add all such real and personal property as the Company in its discretion deems useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Company, in its discretion, determines that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Company sells, leases, or otherwise disposes of any portion of, the Land to a third party that is not a Co-Investor, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement. If the Company adds any real property to the Land, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property affected under the provisions of this Agreement shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payment as specified in **Section 5.01**.

Section 4.04 Funding for Special Source Improvements. Company hereby agrees to provide funding for the Special Source Improvements related to the acquisition and construction of the Project.

[End of **Article IV**]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Company designates any Sponsor or Sponsor Affiliates pursuant to **Section 8.03** hereof, the Company must notify the County in writing at the time of such designation as to whether the Company or the Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments and other obligations due hereunder.

(b) The Company elects to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to paragraph (j) below for failure to meet or maintain the Minimum Investment Requirement and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to 30 years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of 30 years, up to an aggregate of 40 years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of 43 years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 4%; (2) a millage rate of 544.6, which is the millage rate applicable in the County as of June 30, 20[] for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original book basis for any real property without regard to depreciation or reassessment and the original book basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to ad valorem taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Company adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon the Company's installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty-year period applicable to the Released Property.

(e) In the event that, for any reason, the FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances ad valorem taxes and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from ad valorem taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay ad valorem taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as ad valorem taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f) If the Company fails to invest at least \$400,000,000 in the Project within the Statutory Investment Period but invests at least \$100,000,000 in the Project within five years from the end of the property tax year in which this Agreement is executed, the Negotiated FILOT shall be adjusted such that it is calculated for all succeeding tax years based on a 6% assessment ratio. With respect to all tax years for which the Company has paid a Negotiated FILOT calculated using a 4% assessment ratio, the Company shall pay to the County, within 30 days of receipt of written notice requesting payment, the difference between the FILOT Payments theretofore actually paid and the FILOT Payments that would have been paid based on a six percent (6%) assessment ratio, with such difference being subject to interest as provided in Section 12-54-25(D) of the Code, and the Statutory Investment Period shall be revised to seven (7) years (reflecting the new five (5) year Statutory Investment Period plus an additional two (2) year extension (for a total of seven (7) years), which is expressly granted hereby by the County.

(g) In the event that the Company's investment in the Project reaches the Minimum Investment Requirement but, based on original book basis without regard to depreciation falls below the Minimum Investment Requirement, the Company shall make FILOT payments for the Project based on a 6% assessment ratio prospectively for the remainder of the term of this Agreement.

(h) In accordance with the provisions of **Sections 4.01(b)** and **8.03** hereof except for Existing Property, the fair market value of all property utilized by the

Company at the Project site, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(i) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Company of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of **Article V**]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Company will pay the County's attorneys' fees incurred to date in an amount not to exceed \$7,500. Thereafter, the Company will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside, from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in this Agreement, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Fee Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

Section 6.03 Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees

to pay the same with interest thereon at the rate per annum provided by the Code for late payment of ad valorem taxes together with any penalties provided by the Code for late payment of ad valorem taxes, all as provided in Section 12-44-90 of the Code.

[End of **Article VI**]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is the Company or an Corporate Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents). The resulting, surviving or transferee entity, if not the Company, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of the Company under this Agreement. The Company acknowledges that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.03 Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project and in Special Source Improvements, and its computations of all Negotiated FILOT Payments and Special Source Credits and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following;

(a) Each year during the Term hereof, the Company shall deliver to the County Administrator, County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Administrator, County Auditor and the County Assessor of the County and of any county which is a party to the Multi County Park Agreement and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the

information therein is no longer accurate. Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

[End of **Article VII**]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests: Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any of its Corporate Affiliates or operates such assets for the Company or any of its Corporate Affiliates or is leasing such Economic Development Property in question from the Company or any of its Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of the Company, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Company, transferee or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Company to designate from time to time Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Company or other Persons described in **Section 8.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Sections 12-44-

30(18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Investment Requirement at the Project prior to the end of the Statutory Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under Section 5.01 hereof in accordance with Section 12-44-30(18) of the Code, The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate so designated within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of **Article VIII**]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to ad valorem taxes from the date of termination. If the Agreement is terminated, the Project shall be subject retroactively to ad valorem taxes as provided in **Section 5.01** hereof and any amounts due to the County as a result thereof shall be due and payable as provided in **Section 5.01** hereof. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to ad valorem taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination.

[End of **Article IX**]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within 30 days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(c) a cessation of operations at the Project.

The Company’s failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01 and 5.01** hereof.

Section 10.02 Remedies on Event of Default by the Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than 60 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the Company’s FILOT Payment obligations hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of **Article X**]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to Section 8.03 hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

- (a) As to the County:

Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Attn.: J. Milton Pope, Administrator

- (b) with a copy (which shall not constitute notice) to:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street

Columbia, South Carolina 29204

(c) As to the Company:

Project Oro
[to be updated]

(d) with a copy (which shall not constitute notice) to:

Stephanie Yarbrough
Womble Carlyle Sandridge & Rice, PLLC
5 Exchange Street
Charleston, South Carolina 29401
Phone: 843-720-4621
Fax: 843-723-7398
Email: syarbrough@wcsr.com

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

[End of **Article XI**]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush, Chair of County Council
Richland County, South Carolina

[SEAL]

By: _____
Monique McDaniels, Clerk to County Council
Richland County, South Carolina

Date: _____, 2015

PROJECT ORO

By: _____
Name: _____
Its: _____

Date: _____, 2015

EXHIBIT A
LEGAL DESCRIPTION

[to be updated]

EXHIBIT A-1

EXHIBIT B-1

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2015 (the "Agreement") between Project Oro (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with Section 3.02 of the Agreement, the undersigned authorized signatory of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which the Company and any Co-Investors must have invested an aggregate of at least \$400,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b)(i)(ii) or (iii) below, as applicable:

(a) The Statutory Investment Period has not yet elapsed. To date, the Company and all Co-Investors have invested in the aggregate \$ _____ (without regard to depreciation) in the Project, and the Company anticipates that investment in the Project will aggregate at least \$400,000,000 prior to the end of the Statutory Investment Period.

or

(b)

(i) The Company and all Co-Investors invested in the aggregate not less than \$400,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period; or

(ii) The Company and all Co-Investors invested in the aggregate not less than \$500,000,000 (without regard to depreciation) in the Project; or

(iii) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project.]

3. The Company is entitled to claim Special Source Credits against its annual FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT payment due on January 15, 200[___].

4. The Company and all Co-Investors have to date expended in the aggregate (without regard to depreciation) not less than \$ _____ upon Special Source Improvements ("Reimbursable Costs"), and the Company has heretofore claimed an aggregate of \$ _____

EXHIBIT B-1-1

in Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Special Source Credits ("Unreimbursed Costs").

5. The invoice for FILOT payments for tax year _____ provided to the Company by the County Auditor specifies that the FILOT payment due on January 15, _____ is \$_____.

6. The Company is entitled to a Special Source Credit calculated as follows:

7. The sum of the Allowable Credit calculated in paragraph 6 hereof (\$_____) plus aggregate Prior Credits (\$_____) is \$_____, and such sum does not exceed the total Reimbursable Costs of \$_____ as set forth in paragraph 4 hereof, all as specified in accordance with **Section 3.02** of the Agreement.

8. The amount due from the County to the Company on January 15, 20[___] as a Special Source Credit is \$_____. The Company has deducted such amount from the FILOT Payment accompanying this certificate.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the _____ day of _____, 20____.

PROJECT ORO

By: _____
Its: _____

EXHIBIT B-1-2

EXHIBIT B-2

ANNUAL AGGREGATE INVESTMENT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2015 (the "Agreement") between Project Oro (the "Company") and Richland County, South Carolina (the "County"), Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized signatory of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which, the Company and any Co-Investors must have invested an aggregate of at least \$400,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b) below, as applicable:

(a) The Company and all Co-Investors invested in the aggregate not less than \$400,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period. In accordance with Section 3.02 of the Agreement, the Company is entitled to claim Special Source Credits against its annual FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT Payment due on January 15, 200[___].

or

(b) As of the end of the Statutory Investment Period, the Company and all Co-Investors invested in the aggregate less than \$400,000,000 (without regard to depreciation) in the Project [or, if applicable, as of the date hereof, the Company does not anticipate that investment in the Project will aggregate at least \$400,000,000 prior to the end of the Statutory Investment Period]. To date, the Company has claimed an aggregate of \$_____ in Special Source Credits. In accordance with Section 3.02 of the Agreement, the County has the right to terminate or adjust the Special Source Credits under such circumstances.]

EXHIBIT B-2-1

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the
_____ day of _____, 20____.

PROJECT ORO

By: _____
Its: _____

EXHIBIT B-2-2

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the execution and delivery of an Infrastructure Credit Agreement by and between Richland County, South Carolina and [Project VA] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and such company will receive certain infrastructure; and other matters related thereto

FIRST READING: NOVEMBER 17, 2015

SECOND READING:

THIRD READING:

PUBLIC HEARING:

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT VA] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND SUCH COMPANY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company located in a multi-county industrial park against the company’s Fee Payments (“Infrastructure Credit”) to assist the company in paying (i) for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company’s project or the County, and (ii) for improved and unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of the County ((i) and (ii) collectively, “Infrastructure”);

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

WHEREAS, [Project VA] (“Company”) has agreed to rehabilitate and renovate a facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”), resulting in capital investments in taxable real property at the Project of approximately \$10.9 million, in addition to the \$2.4 million cost to acquire the Property;

WHEREAS, the Company anticipates employing at least 70 full-time employees at the Project, which are new jobs located in the County;

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County desires to offer, as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project, an Infrastructure Credit against the Company’s Fee Payments on the Project, the terms and conditions of which are more particularly described in the Infrastructure Credit Agreement between the County and the Company, the form of which is attached as Exhibit B (“Agreement”); and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Property in the Park;

THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* There is hereby authorized an expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The County Council Chair (“Chair”), or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby 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 Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and approving ordinance by Fairfield County Council.

Section 2. *Approval of Infrastructure Credit.* Subject to the terms and conditions of the Agreement, there is hereby authorized an Infrastructure Credit against the Company’s Fee Payments with respect to the Project as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety.

Section 3. *Authorization to Execute Agreement.* The Chair is authorized and directed to execute the Credit Agreement, subject to any revisions, which are not materially adverse to the County, as may be approved by the County Administrator or the County’s Director of Economic Development following receipt of advice from counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Agreement.

Section 4. *Further Assurances.* The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

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 to Council, Richland County Council

First Reading: November 17, 2015
Second Reading: December 1, 2015
Public Hearing:
Third Reading:

EXHIBIT A
PROPERTY DESCRIPTION

[TBA]

EXHIBIT B

**FORM OF
AGREEMENT**

INFRASTRUCTURE CREDIT AGREEMENT

by

RICHLAND COUNTY, SOUTH CAROLINA

and

[PROJECT VA]

Effective as of: [DATE]

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT VA], a South Carolina Limited Liability Company (“Company”), together with the County, which constitute the “Parties,” each, a “Party”.

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company’s Fee Payments generated from the company’s property located in a multi-county park (“Infrastructure Credit”) to reimburse the company for its expenditures in paying the cost of designing, acquiring, constructing, improving, or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing or commercial facility in order to enhance the economic development of the County (“Infrastructure”); and

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

WHEREAS, the Company has agreed to renovate, expand, equip, and maintain a commercial facility to serve as its headquarters at the address of [], within the County (“Project”) on property more particularly described on Exhibit A (“Property”). The Company will make capital investments in taxable property at the Project of at least \$10.9 million, in addition to the \$2.4 million cost to acquire the Property; and

WHEREAS, the Company intends to employ at least 70 full-time employees at the Project, which are new jobs located in the County; and

WHEREAS, pursuant to the County’s Ordinance No. [] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Property and other real and personal property relating to the Project in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 10 years against in an amount equal to thirty-five (35%) percent of the Company’s annual Fee Payments on the Project for the purpose of reimbursing the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter

contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.01. Representations by the County. The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has approved the inclusion of the Project and the Property in the Park; and
- (e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County, and that this Agreement meets a public purpose.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

- (a) The Company is a South Carolina limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project.

ARTICLE II INFRASTRUCTURE CREDITS

SECTION 2.01. Investment Commitment. The Company shall invest at least \$10.9 million in new taxable property at the Project (“Investment Commitment”) and employ at least 70 full-time employees at the Project (“Jobs Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment and Jobs Commitment by no later than July 31, 2016 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment and Jobs Commitment. If the Company fails to achieve and certify the Investment Commitment and Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Infrastructure Credits.

- (a) Commencing with the first Fee Payment due on the Project, which is expected to be January 1, 2016, and ending with the Fee Payment due 9 years following the first Fee Payment, which is expected to be January 1, 2025, (“Credit Term”), the County shall provide an annual Infrastructure Credit of 35% against the Company’s annual Fee Payments with respect to the Project.
- (b) For each year of the Credit Term, the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.02(a) (“Net Fee

Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) Notwithstanding any other provision of this Agreement, if the Company ceases operations (a “Cessation of Operations”), then the County’s obligation to provide the Infrastructure Credits ends, and the County may terminate this Agreement. For purposes of this Agreement, a Cessation of Operation means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions relating to clawbacks in Section 2.03 also apply if the County terminates Agreement in accordance with this subsection prior to the Certification Date notwithstanding the Company’s achievement of the Infrastructure Commitment and Jobs Commitment.

(d) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Infrastructure Credits except with respect to the Fee Payments received from the Company.

Section 2.03 Clawback

(a) If the Company fails to achieve the Infrastructure Commitment and Jobs Commitment by the Certification Date, the Company shall repay a pro rata portion of the Infrastructure Credits received. The pro rata portion of the Infrastructure Credit the Company shall repay to the County pursuant to this Section is calculated as follows:

Repayment Amount = Total Infrastructure Credit Received x Clawback Factor

Clawback Factor = 1 – [Investment Achievement Percentage + Jobs Achievement Percentage]

Investment Achievement Percentage = [Actual Investment/\$10,900,000] ÷ 2

Jobs Achievement Percentage = [Actual Jobs/70] ÷ 2

provided, however, the numerator used for the Actual Investment and Actual Jobs may not be greater than the respective denominator.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits and had invested \$5,000,000 and created 65 jobs by the Certification Date, then the Repayment Amount is \$31,000 calculated as follows:

Jobs Achievement Percentage = [65/70] ÷ 2 = 0.46

Investment Achievement Percentage = [\$5,000,000/\$10,900,000] ÷ 2 = 0.23

Clawback Factor = 1 - 0.69 = 0.31

Repayment Amount = \$100,000 x 0.31 = \$31,000

(b) Any amount owing pursuant to Section 2.03 shall be paid within 30 days of the Certification Date, and any such amount shall be subject to the minimum amount of interest that South Carolina law may require in the case of an underpayment of any taxes.

SECTION 2.04. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Company first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(b) If the Infrastructure Credit is used as a reimbursement for expenditures related to personal property and the Company removes or disposes of personal property from the Project, then, pursuant to the Act, as applicable, the Company is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the year in which the Company removes the personal property from the Project. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Company removes or disposes of the personal property. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project.

SECTION 2.05. Filings. To assist the County in administering the Infrastructure Credits, the Company shall for the Credit Term prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the real and personal property comprising the Project.

SECTION 2.06 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by first-class mail, then such Party is in default under this Agreement (“Event of Default”).

SECTION 3.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (1) terminate this Agreement;
- (2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or

(5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 4.02. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 4.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 4.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.06. Indemnification Covenant.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all claims by or on behalf of any person arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

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

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

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

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

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)

Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

(b) if to the Company:

with a copy to: McGuireWoods, LLP
Attn: The Honorable Jim Hodges
1301 Gervais Street
Suite 1050
Columbia, SC 29201
Phone: 803-251-2300
Fax: 803-251-2315

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

SECTION 4.08. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed \$7500.

SECTION 4.09. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 4.10 Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

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

SECTION 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

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

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

SECTION 4.16. Termination. This Agreement terminates on the expiration of the Term.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

[PROJECT VA]

By: _____

Name: _____

Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

[]

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2015-2016 Court Appointed Special Advocates Training Grant Annual Budget to add two new CASA Case Worker positions

FIRST READING:

SECOND READING:

THIRD READING:

PUBLIC HEARING:

Richland County Council Request of Action

Subject: Creation of Three New CASA Caseworker Positions

A. Purpose

Council is requested to consider Councilmembers Jeter, Rose, Dixon and Pearce’s motion regarding the creation of three new CASA caseworker positions.

B. Background / Discussion

At the October 12, 2015 Council meeting, Councilmembers Jeter, Rose, Dixon and Pearce made the following motion:

“Move Council and Staff to create three new CASA caseworker positions.”

RCCASA (Richland County Court Appointed Special Advocates), by statute, is required to serve 100% of the children whose cases come before the Richland County Family Court for child maltreatment issues. Over the past 12 months, RCCASA has experienced a tremendous increase in caseloads that are projected to escalate. In calendar year 2015, the program has already served more children during the 10 months than in any previous calendar year.

National CASA accreditation standards are 30:1 for CASA Case Coordinators. CASA has 8 full-time CASA Case Coordinators and 2 part-time coordinators, which is the equivalent of 9 full-time coordinators. At present, CASA has a total of 407 cases serving 847 children. To comply with accreditation, 13.56 CASA Case Coordinators are necessary.

Another consideration for additional staff is that there is legislation being submitted that would require all DSS Treatment cases to come before the court, and if enacted, CASA caseloads will double.

Without this resource, RCCASA is at risk of jeopardizing National CASA Accreditation as well as staff turn-over due to the high caseloads of very traumatic, stressful case management requirements.

C. Legislative / Chronological History

Motion made by Councilmembers Jeter, Rose, Dixon and Pearce at the October 15, 2015 Council meeting.

D. Financial Impact

Three (3) additional CASA Case Coordinators will cost an estimated \$155,206.22.

\$139,529 includes salary, FICA and Retirement benefits.

\$15,677.22 is the estimated expenses for WC, Life, Dental, and Health insurance.

E. Alternatives

1. Consider Councilmembers Jeter, Rose, Dixon and Pearce’s motion and provide direction to staff.
2. Consider Councilmembers Jeter, Rose, Dixon and Pearce’s motion, and do not proceed accordingly.

F. Recommendation

Motion recommended by Councilmembers Jeter, Rose, Dixon and Pearce

Recommended by: Councilmembers Jeter, Rose, Dixon and Pearce
Department: Richland County Council

Date: October 12, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 10/19/15

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation:

The request is a funding decision that is at Council’s discretion however approval would require the identification of a recurring funding source for \$155k.

The recommendation for denial is based on request being outside of the normal budget cycle and not on the merits of the request therefore I would recommend that the request be forwarded to the FY17 budget process for consideration. During the FY16 budget process, the department requested two positions but none were included in the County Administrator’s recommended budget nor approved by Council.

Human Resources

Reviewed by: Dwight Hanna

Date: 10/21/15

Recommend Council approval

Recommend Council denial

Council Discretion

Comments regarding recommendation: This item was recommended by Council Members. The Human Resources Department does not have the \$155 funding source. The Human Resources Department was not involved in the analysis of the needs and/or preparation of the ROA.

Therefore, Human Resources can’t provide any additional knowledgeable insight on the request or the points raised by the Finance Director.

CASA

Reviewed by: Paige Green

Date: 10/19/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/21/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley

Date: 10/22/15

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation: Administration recognizes the importance of CASA and the services provided. However, because this item is an out of cycle request Administration would recommend moving this request to the FY17 Budget. Administration would also point out that council did fund new positions for CASA in the FY15 budget as recognition of the need to address the growing caseloads.

PERSONNEL
 Department Name
 FAS Key:

Court Appointed Special Advoce
 1100181200

Overtime and Part-time

Priority #	Description	Object#	Justification	Requested Amount	FICA	Total
	Overtime	511200			\$0	\$0
	Part-time	511300			\$0	\$0
TOTAL - Overtime and Part-time				\$0	\$0	\$0

New Positions

Note: Request associated operating costs on the operating worksheet and capital on the capital worksheet.

Priority #	Title of New Position	Pay Grade	Justification (Include any revenue offsets)	Number of this position requested	Require police retirement?	Salary (per position)	FICA	Reg. Retirement	Police Retirement	Personnel Total	Operating Total	Capital Total	Total		
1	CASA Case Coordinator	HI	Motion by CC	3		\$48,232	\$9,004	\$12,829	\$0	\$139,529	\$0	\$0	\$139,529		
2							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
3							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
4							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
5							\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL - New Positions												\$0	\$139,529	\$0	\$139,529

+ 15,677.22
\$ 155,206.22

Estimated Additional employee cost

Workmans Comp	41.5
Life Insurance	2.75
Health Insurance	150
Dental	6.74
Total	200.99
26 Pay Periods	5,225.74
3 positions	15,677.22

Child Statistics Report

10/19/2015 to 10/19/2015

Total number of children served (in program) for above date range **847**
 Total number of groups (families) served for above date range **407**
 Total number of children served by program without volunteer at end of period **14**
(children with no volunteer at end of period based on Date Assigned and Date Removed on volunteer assignments screen)

Total number of children whose cases were closed for above date range
 Total number of Cases with closed children in the date range

Age		
Age	#	Percentage
Birth to 5	291	34.36%
6 to 11	275	32.47%
12 to 17	266	31.40%
18 and Over	15	1.77%

Ethnicity		
Ethnicity	#	Percentage
African American	595	70.25%
Asian American	4	0.47%
Bi-Racial	59	6.85%
Caucasian	135	15.94%
Hispanic/Latino	52	6.14%
Native American	3	0.35%

Most Recent Placement		
Placement	#	Percentage
Child Specific Foster Home	2	1.24%
Emergency Shelter	5	3.11%
Group Home	7	4.35%
Hospital	1	0.62%
Non Relative Adoption	1	0.62%
Non Relative Foster Care	52	32.30%
Other	7	4.35%
Own Home	48	29.81%
Relative Placement	22	13.66%
Therapeutic Foster Home	7	4.35%
Third Party Custody	1	0.62%
Unknown	8	4.97%
Total Placed	161	

Children Closed Time Frames		
Length of Time	#	Percentage
<i>Total Closed</i>		

Gender		
Gender	#	Percentage
Female	412	48.64%
Male	434	51.24%
Unknown	1	0.12%

Reasons for Program Closure		
Reason	#	Percentage

Total Number

Volunteer Type Assignments		
Match Type	#	% of Active
Volunteer	833	98.35%
Staff	478	56.43%

Average number of children assigned to each volunteer at same time. 3.2

Average number of groups (families) assigned to each volunteer at same time. 1.55

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_GRNT_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 COURT
APPOINTED SPECIAL ADVOCATES TRAINING GRANT ANNUAL BUDGET
TO ADD TWO NEW CASA CASE WORKER POSITIONS.

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. Council approves two new CASA Case Worker positions, to be funded within the CASA Training Grant. Therefore, the Fiscal Year 2015-2016 CASA Training Grant Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 414,868
Appropriation of CASA Training Grant Revenue:	<u>\$ 0</u>
Total CASA Training Grand Revenue as Amended:	\$ 414,868

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 414,868
529600 – Computer Equipment < 5000:	\$ (103,471)
511100 – Salaries & Wages (2 CASA Case Worker Positions) :	<u>\$ 103,471</u>
Total CASA Training Grant Expenditures as Amended:	\$ 414,868

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'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 of Action

Subject:

Removal of Lien off of Property

November 24, 2015 - The Committee forwarded this item to Council without a recommendation.

ATLAS ROAD COMMUNITY ORGANIZATION

2401-B HARLEM STREET, COLUMBIA, SC 29209 (803) 695-1002

November 9, 2015

Richland County Council
Development and Services Committee
2020 Hampton Street
Columbia, SC 29204

Atlas Road Community Organization is now the proud owner of 1420 Smith Street, Columbia, SC 29209 (parcel tax map # R13516-03-03 located). We acquired this property that we may have a mini-park (a passive recreational space) in which it is long overdue in our community. This letter is to address the concerns stated by the Development and Services Committee on October 27, 2015.

Founded in 1992, the Atlas Road Community Organization is a public nonprofit organization. To utilize the property as a recreational space, the first step of the plan is to secure the property through a quit-claim deed, which we have already completed, and now lien removal through this process. Next, we will procure an engineering firm to create a preliminary design for the property. Any building facility on the property will be opened to the public. Currently, maintenance will be addressed by the Atlas Road Community Organization, unless future arrangements are established. Also, fundraising and grants will be explored for funding opportunities.

This special parcel will be reserved for playground equipment and park benches where our Seniors may enjoy watching the children play. We may also have outside events. Currently, our children play in the streets, where automobiles travel from time to time, not giving the children much time to move out of the way of danger. This is an accident waiting to happen. We have no certain place to hold outside events, at this time.

It is our mission statement: (A) To enhance the livability of the residents by establishing and maintaining an open line of communication and liaison between the neighbors, government agencies, businesses, and other neighborhoods. (B) To improve an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood. (C) To perform all of the activities related to said purpose, to enjoy all the powers granted, and engage in any lawful activity for which this corporation may be organized.

It is our duty to encourage our residents to involve themselves in activities that may improve their health. Also, with the mini-park in this neighborhood, we hope this will entice many residents to walk more by going to and from visiting the mini-park; communicate more with other; and a chance to get out of the house more. A place to go away from home, yet, not far from home.

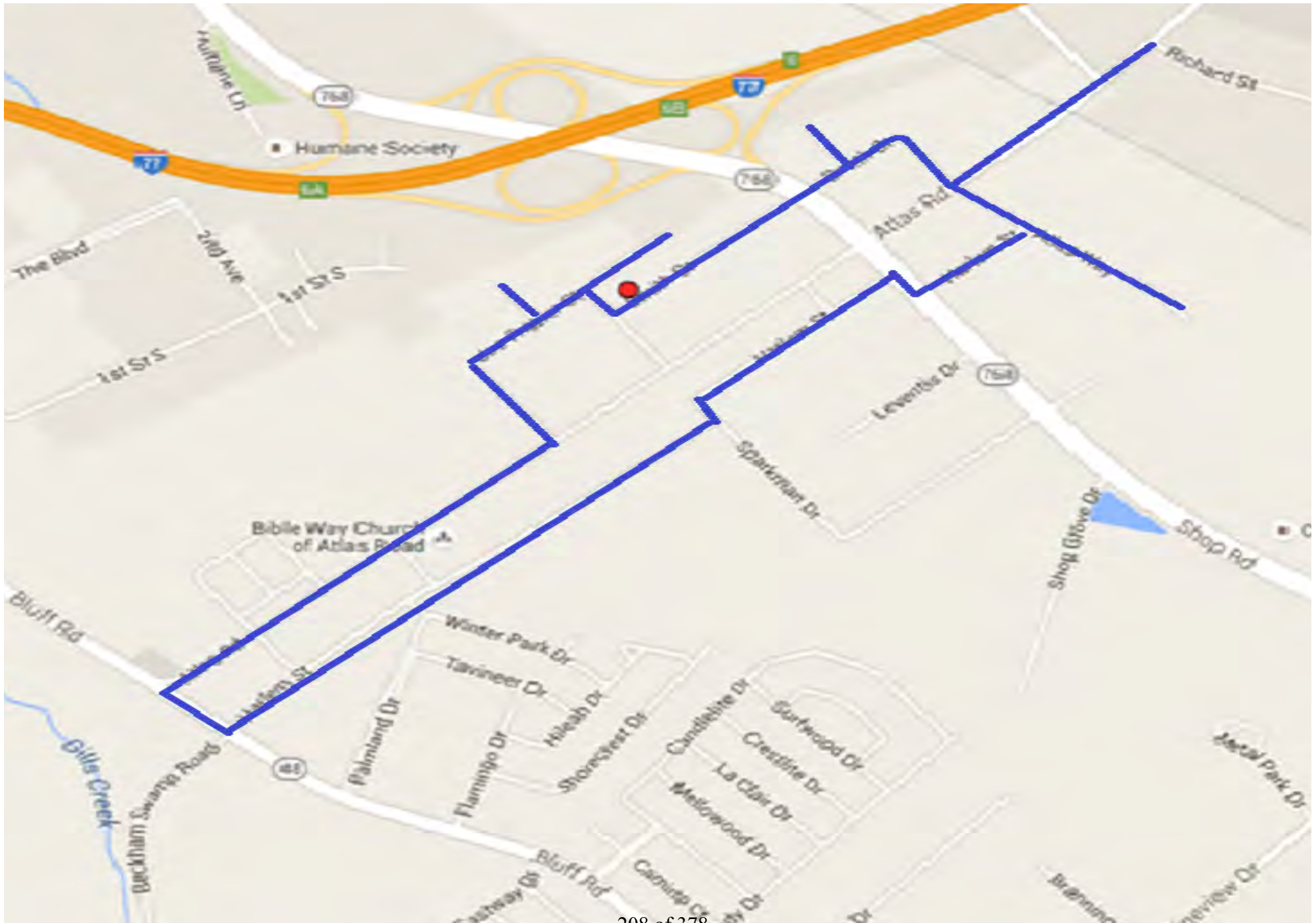
While the other property, 2045 Smith Street, (parcel tax map # 13516-03-21), Columbia, SC 29209, will serve as our community house (office and meeting place), storage, and parking. As we were told that we need a building in order to have a mailbox there. We want to use 2045 Smith Street for our mailing address.

Please assist us in our achievement to enhance our neighborhood. Thanking you in advance for your consideration and cooperation.

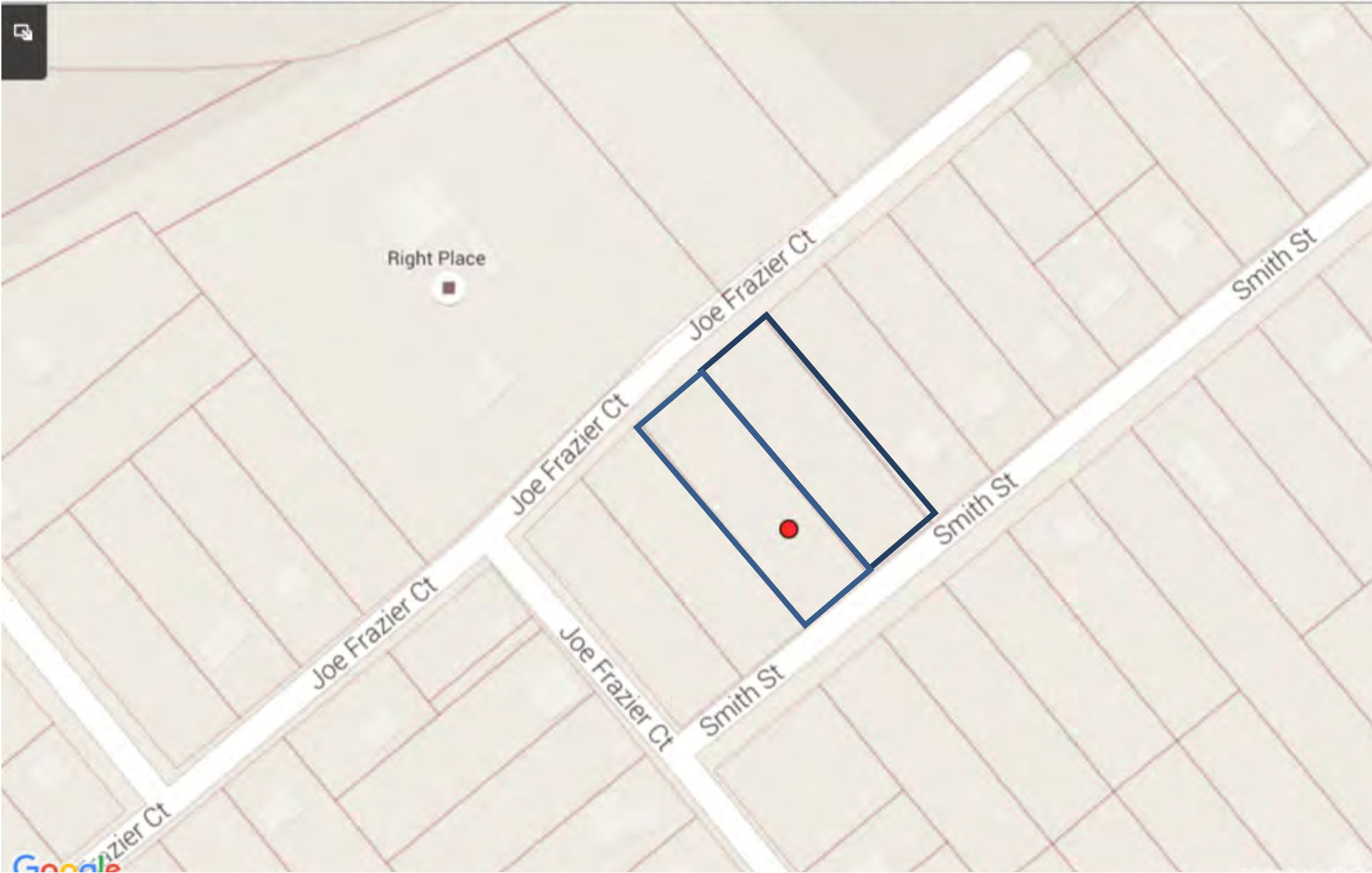
Respectfully yours,


Glen Davis
President

Map of Property – The portions outlined in blue are the boundaries of the Atlas Road Community. The red dot is the property located at 1420 Joe Frazier Court.



Closer view of properties at 2045 Smith St. and 1420 Joe Frazier Ct.



Richland County Council Request of Action

Subject: Removal of Lien off of Property

A. Purpose

Council is requested to approve removing the lien off of the property located at 1420 Joe Frazier Court., (Parcel # R13516-03-03) contingent on the property owner donating the land to the Atlas Road Community Organization.

B. Background / Discussion

At the October 12, 2015 Council meeting, Mr. Washington brought forth the following motion:

“To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization”

The property located at 1420 Joe Frazier Court – see attached map – is currently owned by the Atlas Road Community Organization.

The previous owner, Carolyn Smith, forfeited the property due to failing to pay the associated property taxes.

Saluda Dam, LLC purchased the property in March 2014 in a tax sale.

Saluda Dam, LLC deeded – see attached deed – the property to the Atlas Road Community Organization in June 2015 for \$5. However, there were two (2) existing County liens on that property for mitigating the unsafe condition of the property – see attached. There was an unsafe structure located on the property that was demolished by the County through the County’s unsafe housing program on June 29, 2008.

The lien dated June 30, 2008, in the amount of \$2,250, is the assessment fee for the County demolishing the structure that was located on the property.

The lien dated February 1, 2008, in the amount of \$100, is the assessment fee for the County performing the title search for the property

Currently, there are no structures located on the property.

This is a policy decision for Council.

C. Legislative / Chronological History

- October 12, 2015 – motion brought forth by Mr. Washington

D. Financial Impact

The financial impact of this request to the County would be the potential loss of the total amount of the liens is \$2,350.

E. Alternatives

1. Approve to have Richland County remove the lien off of the property located at 1420 Joe Frazier Court, (Parcel # R13516-03-03)
2. Do not approve to have Richland County remove the lien off of the property located at 1420 Joe Frazier Court, (Parcel # R13516-03-03).

F. Recommendation

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: October 12, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 10/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated in the ROA, this is a policy decision for Council. Since the additional cost added as a lien is associated with additional cost incurred by the County, my recommendation would be that Council not remove or forgive the lien. I would recommend that the County recover the funds either from the owner or through the property closing costs as the property is transferred.

Building Services

Reviewed by: Donny Phipps

Date: 10/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, I would note that there is no reason stated as to why the community organization desires to have the liens removed. As it stands, the organization is free to use the land in any way. The only time the County would collect the money, is if the organization tried to sell the land.

Administration

Reviewed by: Sparty Hammett

Date: 10/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating the unsafe condition located at

1420 Joe Frazier Court, TMS# R13516-03-03.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 3 of Block H, being known as 1420 Joe Frazier Court ,and bearing the Tax Map Number 13516-03-03; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Carolyn Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment: Demolition of Structure

TOTAL: \$2550.00

Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 30th day of June 2008.

Signature


Kay Bender Deputy Building Official

Book 1442-3698
2008052194 06/30/2008 15:40:37.007 Demo Unmate Hearing
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



RICHLAND COUNTY TAX DEED

GRANTEE'S ADDRESS:

**220 STONERIDGE DR
COLUMBIA, SC 29210**

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Tax Map Number : 13516-03-03-

TO ALL WHOM THESE PRESENTS MAY CONCERN, THAT DAVID A. ADAMS, Treasurer of Richland County, having lawfully issued an execution that required the Tax Collector of Richland County to levy, by distress and sale, so much of the herein named defaulting taxpayer's estate, real, personal or both as may be sufficient to raise and collect the sum of \$ 192.83 of which \$80.00 is cost, in order to pay the taxes due on assessments against defaulting taxpayer, SMITH CAROLYN for the year(s) commencing December 31st, 2010, tax year 2011. The Richland County Tax Collector did on June 1, 2012 mail via "Certified Mail, Return Requested - Restricted Delivery" notice of delinquent TY 2011 taxes, penalties, and costs owed in the amount of \$ 192.83 and any other prior delinquent tax year(s) amount(s) owed, if any, to:

SMITH CAROLYN
585 ANTIOCH PL
COLUMBIA, SC 29209

With such mail notice being faulty, and as a result FRED BRANTLEY, an agent of the Richland County Treasurer / Tax Collector, did on August 15, 2012, hand levy, seize and take exclusive possession of the said property on which taxes were assessed and levied, as hereinafter described.

WHEREAS, at a public sale at the Richland County Township Auditorium on the 3rd day of December, 2012 during the usual hours of sale, after due advertisement, did sell the herein described property of SMITH CAROLYN to,

SALUDA DAM LLC

heirs and assigns, the purchaser(s) herein known as "Grantee(s)" and the highest bidder at such sale, for the sum of \$ 460.00 and gave a receipt for the total amount of said purchase money with duplicate warrant and endorsement therein annexed;

WHEREAS, the period of twelve months having expired from the day of said sale, and the defaulting taxpayer(s) or other party interested to redeem said property so sold, having not redeemed the same as provided by law;

NOW THEREFORE, as the undersigned Richland County Tax Collector, acting by and pursuant to the Laws of the State of South Carolina and in consideration of the sum of \$ 460.00 cash, receipt thereof is hereby acknowledged, to me in hand paid by purchaser at said sale have granted, bargained, sold and released, by these said presents to grant, bargain, sell and release unto

SALUDA DAM LLC

All that certain piece, parcel, lot of land, with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 4, Block H being know as 1420 Frazier Ct., and bearing the Tax Map 13516, Block 03, Parcel 03 according to Richland County Tax Maps, measuring 150' feet, more or less, along the front and rear property lines and 125' feet, more or less, along the side property lines. This being the same property conveyed by deed from Sylvia Smith unto Carolyn Smith and recorded on March 4, 1997 at the Richland County ROD in Deed Book D 1368 at Page 424.

Book 1025-2504
2014022005 03/31/2014 11:34:08 177
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating an unsafe condition located at 1420 Joe Frazier Court TMS# R13516-03-03.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All of my interest (specifically my Life Estate) in and to all certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, being designated as Lot 3 of Block H, being known as 1420 Joe Frazier Court ,and bearing the Tax Map Number 13516-03-03; according to Richland County Tax Maps, measuring 150 feet, more or less, along the front and rear property lines and 125 feet, more or less, along the side property lines.

Name and Residence of Landowner: Carolyn Smith
505 Antioch Place
Columbia, SC 29209

Nature of Assessment Title Search Amount \$100.00

TOTAL \$ 100.00

Book 1397-1000
2008008364 02/01/2008 11:45:05.960
Fee: Exempt County Tax: \$0.00

Demo Unsafe Housing
State Tax: \$0.00



Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 1st day of February, 2008.

Richland County Planning Department

A handwritten signature in cursive script, reading "Kay Bender", is written over a horizontal line.

Kay Bender

Richland County Deputy Building Official
PO Box 192, 2020 Hampton Street
Columbia, SC 29202

MAP ATTACHMENT

County Internet Mapping 7.2

Parcel Information:

<http://www.richlandmaps.com/apps/gmap/?base=satellite&taxid=R13516-03-03>

Parcel Number:	R13516-03-03
Situs Address:	1420 JOE FRAZIER CT
Primary Zoning:	MH
Secondary Zoning:	
Tax District:	1LR
NBHD Code:	083.00
Assessed Value:	4,200
Building Value:	0
Land Value:	4,200
Acreage:	0
Owner Name:	ATLAS ROAD COMMUNITY
Owner Address:	/ORGANIZATION
Owner Address:	2401 HARLEM ST
Owner City:	COLUMBIA
Owner State:	SC
Owner ZIP:	29209
Bedrooms:	0
Bathrooms:	0
Year Built:	
Heated Sq Feet:	0 ft ²
Last Sale Date:	June 18, 2015
Last Sale Price:	\$5
Legal Description:	LOT 4 BLK H
Legal Description:	75X235X75X235
Legal Description:	#SU
Legal Description:	#PR

Pointer: 33.948095, -80.969200
Imagery ©2015, DigitalGlobe | 50 ft | Terms of Use | Report a map error

Richland County Council Request of Action

Subject:

Decker Center Change Order #1

November 24, 2015 - The Committee recommended that Council approve the Decker Center Change Order #1 in the amount of \$54,507.

Richland County Council Request of Action

Subject: Decker Center Change Order #1

A. Purpose

The purpose of this request is to utilize the project contingency which has been set aside in the project budget to accommodate the recommended changes set forth in this change order. This is not a request to increase the project budget. It is simply a request to utilize funds already set aside in the project contingency.

B. Background/Discussion

Council approved a total project budget of \$31 million for the Decker Center project. These funds were to accommodate all aspects of the project from initial property purchase through construction. Part of this project budget was a contingency that is needed on a design and construction project of this size and complexity. The original contingency amount was set at 10% of the estimated construction cost. The contingency was meant to address any unforeseen conditions that may come up during the construction phase, or any owner driven changes that cause a change in the design. Both of these situations are present in the requested change order #1. There are 10 items which have resulted in a change to the scope of work, which therefore results in an increase in costs. Following is an overview of those changes:

1. Add Walls & Door at Main Electrical Room \$2,269
 - a. It was determined once CMU walls were being installed that an additional drywall partition and additional doorway was required for separation of electrical gear.
2. Modify Gun Lockers \$1,988
 - a. This provides for modifying the gun lockers at the Vestibules and adding gun lockers at two areas per review by the RCSD.
3. Modify Detention Equipment & Hardware per RCSD \$3,835
 - a. After review of the hardware designed, the RCSD requested that door stops be added to alleviate any possibility of prisoners that are being escorted the ability to use a door as a weapon.
4. Revised Cable Routing from Floor Boxes to Closets \$29,153
 - a. This change allows for the cable in conduit to run all the way to the data closets and avoids a cable splice to change the cabling above ground.
5. Adjust Roof Drain Laterals from 4" & 6" to 8" \$6,962
 - a. This change is a result of reviewing roof drainage calculations that caused a need to increase the size of the pipe
6. Foundation undercutting \$2,603
 - a. Unforeseen conditions of the soil at various locations inside the building has resulted in a need to undercut this unstable soil and replaced with stone for a more stable foundation.
7. Add Columns for Mezzanine Support \$4,986
 - a. This requested add is to provide additional structural support for the mezzanine where all the main mechanical units will be located
8. Add Foundations and Walls at Section B \$7,812

- a. This requested add is to include additional foundation and a short CMU retaining wall at the front of Area B where elevations change
- 9. Credit – Utilize Existing Primary Raceway/Pad \$(5,511)
 - a. This is a credit due to using the existing SCE&G primary feeder raceway in lieu of HGR providing a new transformer pad and raceway

Therefore, it is recommended:

County Council approves the use of project contingency to accommodate these requested changes. These changes have been thoroughly vetted between the Architect, Construction Manager and County staff to ensure that the change adds benefit to the project at a fair and reasonable cost.

C. Legislative / Chronological History

- o Council approved \$31 million for the Decker Center project
- o From this budget, 10% was identified as project contingency

D. Financial Impact

This ROA is not requesting any additional funds be obligated for the Decker Center project. This request is seeking approval to utilize contingency funds that have already been set aside to be used for reasons set forth in this change order request.

E. Alternatives

1. **Approve the use of Contingency funds for this request.** This would allow for the changes which have been identified as “value adds” for the project to move forward.
2. **Do not approve the use of Contingency funds for this request.** The facility will not function as efficiently as it would if these changes were approved.

F. Recommendation

It is recommended that Council approve the Decker Center Change Order #1 in the amount of \$54,507

Recommended by: Chad Fosnight
 Department: Administration
 Date: November 18, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 11/22/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is for approval of \$54,097 based on funding being available as noted. However, it may be beneficial to get an updated project cost estimate to determine remaining spending requirements and excess funding that may be available for other projects. Below is a current cost summary based on the County's financial system:

Approved project budget	\$33,000,000	
Actual property purchase – FY11		(\$1,976,948)
Renovation cost – FY12		(\$ -)
Renovation cost – FY13		(\$ 448,162)
Renovation cost – FY14		(\$ 802,186)
Renovation cost – FY15		(\$1,320,528)
Renovation cost – FY16 thru Nov		<u>(\$5,427,614)</u>
Total spent		(\$9,975,438)
Total project unspent	\$23,024,562	
Total encumbered	<u>(\$17,677,142)</u>	
Total unencumbered	\$ 5,347,420	

Procurement

Reviewed by: Cheryl Patrick

Date: 11-22-2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Change Order is within budget.

Legal

Reviewed by: Elizabeth McLean

Date: 11/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: November 24, 2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to utilize the project contingency in the approved project budget to accommodate this \$54,507 change order. Council approval of this item will not require additional funds, as funds currently exist in the contingency portion of the project budget.

Additionally, staff will bring proposed Procurement Ordinance revisions to Council this fiscal year. A proposed revision will address change orders, in order to make the process less burdensome on staff and Council. Information is forthcoming.

Change Order Recap - CO # ONE

PROJECT:	Decker Center Remodel
LOCATION:	2500 Decker Boulevard, Columbia, SC
OWNER:	Richland County Government
CONTRACTOR:	H.G. Reynolds Company, Inc.
DATE:	23-Oct-15

ITEM	COP NO.	HGR COP NO.	DESCRIPTION OF CHANGE ORDER ITEM	FINAL CHANGE ORDER	
				AMOUNT	DAYS
1	1	na	Adjust NTP from 6/1/15 to 6/15/15 - Add 15 Days	\$0.00	14
2	2	1	WCPR 001 - Add Walls & Door at Main Electrical Room	\$2,679.00	0
3	3	3	WCPR 003 - Modify Gun Lockers	\$1,988.00	0
4	4	4	WCPR 004 -Modify Detention Equipment & Hardware per RCSD	\$3,835.00	0
5	6	7	Revised Cable Routing from Floor Boxes to Closets	\$29,153.00	0
6	7	9	Adjust Roof Drain Laterals from 4" & 6" to 8" (RFI 13)	\$6,962.00	0
7	8	8	Foundation Undercutting	\$2,603.00	0
8	9	12	Add Foundations and Walls at Section B	\$4,986.00	0
9	10	10	Add Columns for Mezzanine Support & Other Steel Details	\$7,812.00	0
10	11	14	Credit - Utilize Existing Primary Raceway and Transformer Pad	(\$5,511.00)	0
TOTAL CHANGE ORDER AMOUNT:				\$54,507.00	14

CUMMING

August 6, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 1

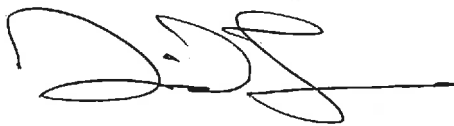
Dear Chad –

Attached please find HG Reynolds request for a shift in the Date of Notice to Proceed of fourteen (14) days to correspond with actual project start-up time. The Pre-Construction Meeting for the project was conducted on Monday, June 8th and all parties agreed at that time that it would be reasonable to expect HG Reynolds to be able to begin operations one week from that time. The attached represents HGR's formal request for this extension.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file

David Lindsay

From: Larry Heim <LHeim@hgreynolds.net>
Sent: Thursday, August 06, 2015 7:31 AM
To: David Lindsay
Cc: Thurmond at BStoneGroup; J Owens; Zach Grimes
Subject: FW:HGR COP 5065 -001A - Decker Contract NTP Adjustment
Attachments: DECKER CENTER Base Line Final Critical Path 7-1-15.pdf; Decker contract 6-1-15.pdf

David,

In accordance with Discussions and project team review , a time adjustment is requested to shift the contract dates to match the actual NTP date of 15 June.

Based on the Dates of the Preconstructions, and Site Disturbance meetings for the project and permitting, HG Reynolds is requesting the contract time be adjusted in the amount of 14 Calendar Days to match the actual dates with a NTP date of 15 August 2015 from the Contract date shown as 1 June. The Substantial completion date would be adjusted accordingly 14 days.

Please call if you have any questions.

Thank you

From: Larry Heim
Sent: Friday, June 12, 2015 12:30 PM
To: 'David Lindsay'
Cc: Thurmond at BStoneGroup (tporter@southernmgt.com); dcollier@bstonegroup.com
Subject: Decker Contract NTP Adjustment

David,

Following up on our discussions earlier regarding the contract dates:

Let's review the NTP date, and discuss an adjustment , based on the Precon Meeting date with some follow on time.

HGR would propose an NTP of 15 June.

Project is moving forward, I really don't see any weather delays or days on this project. With the accountable days that are included in the overall schedule I would not expect to ask for weather .

Unless there is a large Scope Mod down the line, this adjustment will probably be the only one I see.

Thank you

Larry Heim
H. G. Reynolds Company Inc.
Mob 803 439 6442

CUMMING

August 6, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 2 – WCPR # 001

Dear Chad –

Attached please find HG Reynolds PCO 2 in response to WCPR 001 issued by the AE. This proposal provides for the addition of a drywall partition and an additional doorway inside the main electrical room for separation of electrical gear. The attached represents HGR's formal proposal for this request in the revised amount of \$2,679.00.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Lindsay", with a long horizontal stroke extending to the right.

David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065-001R

DATE: 8/3/2015

WCPR -001

CONTRACT TITLE:

Add Wall HM Frame & Door at Elec Rm M012

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Add D/W HM Frame & Door to Elec Rm M012 Per WCPR 001 and CSK-E-01

PRIME CONTRACTOR'S WORK				Revisions/Comments	
1. Direct Materials				\$847.00	
2. Sales Tax on Materials	8	% of line 1	8%	\$67.76	
3. Direct Labor				\$295.00	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$103.25	
5. Rental Equipment					
6. Sales Tax on Rental Equipment	8	% of line 5	8%		
7. SUBTOTAL				\$1,313.01	

Prime Remarks:

Room to have open Ceiling

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$958.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$958.00

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work				\$1,313.01	
18. Subcontractor's Work (from Line 16)				\$958.00	
19. SUBTOTAL (add Lines 17 & 18)					\$2,271.01
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18		\$68.02	
21. Prime's Overhead & Profit	15	% of line 17		\$340.65	
22. Bond	1.05			\$28.14	
23. TOTAL COST (Add Lines 19 - 22)					\$2,679.68

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 8/3/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-001R
WCPR -001

DATE: 8/3/2015

CONTRACT TITLE: Add Wall HM Frame & Door at Elec Rm M012
Decker Center Renovations -Richland County Project - RC-PS-535

DESCRIPTION:
Add D/W HM Frame & Door to Elec Rm M012 Per WCPR 001 and CSK-E-01

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs.	Rate	Total
Layout	1	Hr			\$18.00	\$18.00			
Cleanup Elec Rm	1	Hr			\$16.00	\$16.00			
Engr-Docs-Plan Grid-Asbuilt WCPR	1	Hrs	\$2.00	\$2.00	\$23.00	\$23.00			
PMP HM Frame	1	EA	\$105.00	\$105.00					
Harware	1	Ea	\$345.00	\$345.00					
Door	1	Ea	\$335.00	\$335.00					
Install Door & Hardware	1	EA			\$98.00	\$98.00			
Paint Interior Walls	1	Ea	\$35.00	\$35.00	\$75.00	\$75.00			
Paint Door & Frame	1	EA	\$25.00	\$25.00	\$65.00	\$65.00			
DIRECT Prime Contractor's TOTALS				\$847.00		\$295.00			

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Spach Entreprizes D/W Framing and D/W Finsh	170	SF	\$4.75	\$808.00					
Crawford'Fire Sprinkler Add One Head over Elec Room	1	EA	\$150.00	\$150.00					
DIRECT Subcontractor 1 TOTALS				\$958.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

Thank You
lh

From: Bob Summers [<mailto:bob@crawfordsprinkler-sc.com>]
Sent: Monday, July 27, 2015 10:57 AM
To: Larry Heim
Cc: Mike Dover; Joe Phifer; Matthew Summers
Subject: RE: FW: Decker Center - WCPR 001 - Add Wall & Door Elec Room M012

Larry

We will need to reroute some pipe and add 1 head and that cost will be \$150.00.
Now what do I need to do?

Robert F (Bob) Summers
V.P. Operations
Crawford Sprinkler of S C Inc.
673 Lachicotte Road
P O Box 1267
Lugoff S C 29078
Direct 1-803-713-7469
Cell 1-803-513-4422
Office 1-803-438-2994
Fax 1-803-438-6065
E-Mail (bob@crawfordsprinkler-sc.com)
NICET Level IV #71549
South Carolina FSC 1002
ASCET 2858709



From: Larry Heim [<mailto:LHeim@hgreynolds.net>]
Sent: Friday, July 24, 2015 6:51 AM
To: Mike Dover
Cc: Bob Summers
Subject: FW: FW: Decker Center - WCPR 001 - Add Wall & Door Elec Room M012

Mike

Sent an email to bob, to check out a room wall added to see if we have an added sprinkler, this is a WCPR # 1

From: Mike Whaley [<mailto:mwhaley@turissystems.com>]
Sent: Thursday, July 23, 2015 4:33 PM
To: Larry Heim
Subject: Re: FW: Decker Center - WCPR 001 - Add Wall & Door Elec Room M012

Larry

07/17/15

Spach Enterprises, LLC
3845 Wrightsboro Rd Suite B
Augusta, GA 30906
Phone (706) 631-1228
Fax (706) 496-2485
E-Mail: respach@gmail.com

Change Order Proposal #1
Richland County Decker Center

ATTN: Larry Heim

H.G. Reynolds Company Inc.
113 Contract Dr.
Aiken, SC 29801

Per proposal request #1 dated 6/22/15. To provide labor & material to frame, hang, with level #1 finish 2 walls 8'6" high in main electrical room M012. One door frame, (supplied by others), to be installed.

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
Install 1A Wall w/ Level 1 Finish	170sf	\$3.93/sf	\$668.10
Install Door Frames	1 Frame	\$34/frame:	<u>\$34.00</u>
			\$703.10
		Profit & Overhead 15%	<u>\$105.46</u>
		Total C.O. Request	\$808.00

PALMETTO METAL PRODUCTS, INC.
P.O. BOX 9384
COLUMBIA, SC 29290

(803) 783-4527 (800) 868-2364 Fax (803) 776-8131

55 YEARS IN CUSTOM FABRICATION
1957 - 2012

STOCKING MESKER DISTRIBUTOR
CONTRACT HARDWARE

06/29/2015

TO: H.G. REYNOLDS
8147 BUSH RIVER ROAD
NEWBERRY, SC 292108

Ref: Decker Center Remodel - Richland County Gov't.
Columbia, SC

ATTN: LARRY HEIM

Quote: for WCPR No. 001

We propose to supply the following material F.O.B. factory freight allowed jobsite, tailgate delivery

WCPR 001 – Quote. M012 – Main Electric Room – Tag Dr. M012

1) HMF (Type 4) 16 GA 3070 CRS - Welded Frame

LUMP SUM \$ 105.00 w/o TAXES OR INSTALLATION

2) HM Door (Type D13) – 16 GA CRS 3070 Flush

LUMP SUM \$335.00 w/o TAXES OR INSTALLATION

3) DOOR HARDWARE – Similar to Set 35

Includes Hinges, Lock, Door Stop, Silencers.

LUMP SUM \$345.00 w/o TAXES OR INSTALLATION

4) Installation only for Hanging Doors and Installing Door Hardware

LUMP SUM \$ 105.00

- Does not include installation of Hollow Metal Frames.
- Does not include any Electrical Access controlled hardware, Card Readers, credentials, power supplies, programming and associated wiring by others.

Regards,

Morrison R. Rankin, AHC

EXCLUSIONS: Unless specifically included in the above description of materials, we exclude labor and performance bonds, glass, glazing, finish hardware, installation, and state, local, or excise taxes. HARDWARE preps are based on customary and usual hardware. Unless there is a complete hardware schedule with the bid documents items like concealed vertical rods, concealed closers, power transfers etc. will require an add. We also shall not be required to drill or tap for surface applied hardware. Also excludes asphalt emulsion, any specialty unit (Sound, Blast, Security, Radioshield, etc.) not specifically noted in quote .

THIRTY DAYS ACCEPTANCE: Quotations are firm for 30 days or must be re-confirmed and are subject to credit approval.
NO RETAINAGE ALLOWED, TERMS NET 30



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Work Changes Proposal Request

PROJECT *(Name and address):*
Decker Center Remodel
2500 Decker Blvd.
Columbia, SC 29206

PROPOSAL REQUEST NUMBER: 001

DATE OF ISSUANCE: 06/22/15

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER *(Name and address):*
Richland County Government
2020 Hampton Street
Columbia, SC 29204

CONTRACT FOR: General Construction

CONTRACT DATE: 06/1/15

FROM ARCHITECT *(Name and address):*
The Boudreaux Group, Inc.
1330 Lady Street (P.O. Box 5695)
Columbia, SC 29301 (29250)
(803) 799-02-47

ARCHITECT'S PROJECT NUMBER:
R-738-11

TO CONTRACTOR *(Name and address):*

H. G. Reynolds, Inc.
113 Contact Drive
Aiken, SC 29801
(803) 641-1402

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

Sheet A1.31 Floor Plan - Region C, Revision 1
- In M012 Main Electrical Room, add two walls, 8'-6" high, Add new 3'-0", 7'-0" door, type "D13" with Frame type "4" at location shown. Door hardware similar to set "35", minus "coat and hat hook"

Sheet A1.33 Wall Type Plan - Region C, Revision 1, provide wall type "A", finish level "1"

Construction Sketch CSK-E-01, equipment within room is shifted to allow installation of new wall.

ATTACHMENTS *(List attached documents that support description):*

A1.31 Floor Plan - Region C, Revision 1
A1.33 Wall Type Plan - Region C, Revision 1
CSK-E-01 Construction Sketch: Main Electrical Room M012

REQUESTED BY THE ARCHITECT:

(Signature)

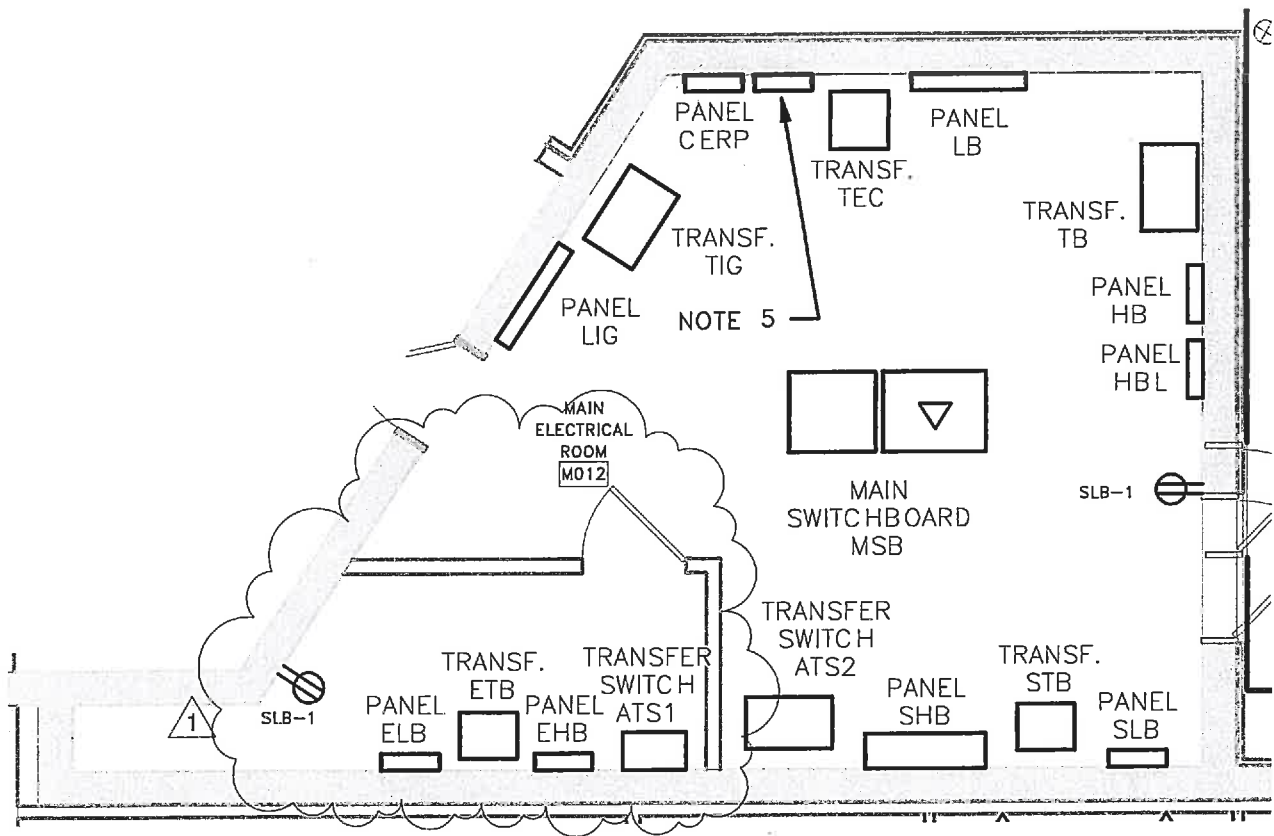
Justin Lucas, AIA

(Printed name and title)

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User Notes:

(1832342899)



1 MAIN ELECTRICAL ROOM M012

CSK-E-0 SCALE: 3/16" = 1'-0"

<p>The Boudreaux Group <small>1000 North 10th Street Suite 200 Columbus, MS 39206 662-875-1111 www.boudreauxgroup.com</small></p> <p><small>Interdisciplinary Design Architecture Planning</small></p>	<p>THE DRAWING AND THE DESIGN THEREON ARE THE PROPERTY OF BELKA ENGINEERING ASSOCIATES, INC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF BELKA ENGINEERING ASSOCIATES, INC. IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.</p>		<p>DRAWING SCALE 3/16" = 1'-0"</p> <p>SHEET REFERENCE E2.3</p>
<p>PROJECT TITLE DECKER CENTER REMODEL</p>	<p>ARCH. PROJECT NO. R-738-11</p>	<p>DATE 06/22/15</p>	<p>SKETCH NO. CSK-E-01</p>

CUMMING

August 19, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 3 – WCPR # 003

Dear Chad –

Attached please find HG Reynolds PCO 3 in response to WCPR 003 issued by the AE. This proposal provides for modifying the gun lockers at Vestibules and adding gun lockers at two areas, per review with RCSD. The attached represents HGR's formal (revised) proposal for this request in the amount of \$1,988.00.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,

David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065-003R
WCPR -003

DATE: 7/16/2015

CONTRACT TITLE:

Add & Modify Gun Lockers Per WCPR

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Change GL4 to GL2 at Rooms I124 & I125, Add GL4 to Rm S305

				PRIME CONTRACTOR'S WORK		Revisions/Comments
1. Direct Materials					\$34.50	
2. Sales Tax on Materials	8	% of line 1	8%		\$2.76	
3. Direct Labor					\$50.00	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%		\$17.50	
5. Rental Equipment						
6. Sales Tax on Rental Equipment	8	% of line 5	8%			
7. SUBTOTAL					\$104.76	

Prime Remarks:

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl		
9. Sales Tax on Materials	8	% of line 11	8%			
10. Direct Labor						
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl		
12. Rental Equipment						
13. Sales Tax on Rental Equipment		% of line 15				
14. SUBTOTAL (Add Lines 8-13)						\$1,530.00
15. Overhead & Profit	15	% of line 20	15%	Incl		
16. SUBTOTAL (Add Lines 14-15)						\$1,530.00

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work					\$104.76	
18. Subcontractor's Work (from Line 16)					\$1,530.00	
19. SUBTOTAL (add Lines 17 & 18)						\$1,634.76
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18			\$108.63	
21. Prime's Overhead & Profit	15	% of line 17			\$245.21	
22. Bond	1.05				\$20.88	
23. TOTAL COST (Add Lines 19 - 22)						\$1,988.60

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Project Manager

Date: 7/16/2015

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-003R
WCPR -003

DATE: 7/16/2015

CONTRACT TITLE: Add & Modify Gun Lockers Per WCPR
Decker Center Renovations -Richland County Project - RC-PS-535

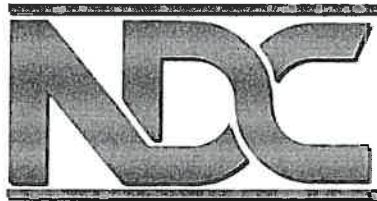
DESCRIPTION:
Change GL4 to GL2 at Rooms I124 & I125, Add GL4 to Rm S305

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs.	Rate	Total
Layout	0.5	Hr			\$18.00	\$9.00			
Install Backing	1	Hr	\$4.00	\$4.00	\$18.00	\$18.00			
Posting- Engineering-Sub Change Documents	1	Hrs	\$2.00	\$2.00	\$23.00	\$23.00			
Copy-Reproduction Full Sheets	6	Ea	\$4.75	\$28.50					
DIRECT Prime Contractor's TOTALS				\$34.50		\$50.00			

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Noah Detention Equipment	2	Ea.	incl	incl					
NDC Detention Equipment 6-25-15	1	Ea	\$1,530.00	\$1,530.00					
I122-I124 Change GL4-GI2									
S305 Add 1 GL 4									
DIRECT Subcontractor 1 TOTALS				\$1,530.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									



Securing the Future

June 25, 2015

H.G. Reynolds Company
113 Contract Drive
Aiken, SC 29801
Attn: Larry Heim

Re: Decker Center Remodel

Sub: PCO #1 – Work Change Request #003 – Pistol Lockers

Noah Detention Construction is pleased to provide you with the following quotation regarding the Decker Center Remodel. The following changes are in regards to Work Change Request #003. We propose the following:

- In Vestibule I121, change gun locker GL-4 to GL-2 Deduct (\$200.00)
- In Vestibule I125, change gun locker GL-4 to GL-2 Deduct (\$200.00)
- In Office I102, add gun locker GL-4 Add \$665.00
- In open Work Area S305, add gun locker GL-4 Add \$665.00
-

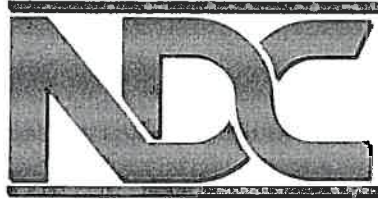
Subtotal	\$930.00
Re-engineering	\$150.00
Labor (add 2 lockers)	\$175.00
Sales Tax (8%)	\$75.00
OH&P (15%)	\$200.00

TOTAL ADD\$ 1,530.00

Qualifications/Clarifications

1. Provisions of bid day scope dated apply.
2. Pricing is based on change order material shipping with base bid material.
3. We are bondable however a bond premium has not been included in base price. Please see bid form for addition of bond premium
4. We include Noah Detention Construction, LLC (NDC) standard insurance based off of CGC 2010-05 and coverage limits as follows: Worker’s Compensation (statutory), Employer’s Liability (\$1,000,000), Commercial General Liability (\$1,000,000 per occurrence and annual aggregate) and Commercial Automobile Liability (\$1,000,000 per occurrence and annual aggregate). Additional endorsements, writer, or coverage limits that may or may not be required to comply with the General Contractor’s insurance requirements are not the responsibility of NDC. NDC reserves the right to seek

Noah Detention Construction
4225 Ward Cove Drive, Suite A. Niceville, FL 32578
P:850.279.3257/F:850.279.3876/C:850.865.6386/robin@noahdetention.com



Securing the Future

compensation for procurement of additional coverage's if required by the General Contractor.

5. This quotation is based solely on the quantities and descriptions listed within this proposal. NDC reserves the right to modify pricing as necessary in the event that the scope of this proposal is modified by the Owner or General Contractor.
6. This price is valid for 60 days.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Noah', is written over the typed name.

Robin A. Noah

President

Noah Detention Construction
4225 Ward Cove Drive, Suite A. Niceville, FL 32578
P:850.279.3257/F:850.279.3876/C:850.865.6386/robin@noahdetention.com



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Work Changes Proposal Request

PROJECT *(Name and address):*
Decker Center Remodel
2500 Decker Blvd.
Columbia, SC 29206

PROPOSAL REQUEST NUMBER: 003

OWNER:

DATE OF ISSUANCE: 06/22/15

ARCHITECT:

CONSULTANT:

OWNER *(Name and address):*
Richland County Government
2020 Hampton Street
Columbia, SC 29204

CONTRACT FOR: General Construction

CONTRACTOR:

CONTRACT DATE: 06/1/15

FIELD:

OTHER:

FROM ARCHITECT *(Name and address):*
The Boudreaux Group, Inc.
1330 Lady Street (P.O. Box 5695)
Columbia, SC 29301 (29250)
(803) 799-02-47

ARCHITECT'S PROJECT NUMBER:
R-738-11

TO CONTRACTOR *(Name and address):*
H. G. Reynolds, Inc.
113 Contact Drive
Aiken, SC 29801
(803) 641-1402

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

- Sheet A1.14 - FF&E Coordination Plan - Region A
- In Specialty Equipment Schedule, added designation GL-2 which is a Wall Mounted Gun Locker with 2 Bins.
 - In Specialty Equipment Schedule, modified the description of GL-6 to be "Pair of Side By Side Wall Mounted Gun Lockers with 3 Bins."
 - In Vestibule I121, change gun locker GL-4 to GL-2.
 - In Vestibule I125, change gun locker GL-4 to GL-2.
 - In Office I102, add gun locker GL-4 as shown.

- Sheet A1.34 - FF&E Coordination Plan - Region C
- In Specialty Equipment Schedule, added designation GL-2 which is a Wall Mounted Gun Locker with 2 Bins.
 - In Specialty Equipment Schedule, modified the description of GL-6 to be "Pair of Side By Side Wall Mounted Gun Lockers with 3 Bins."
 - In Open Work Area S305, add GL-4 as shown.

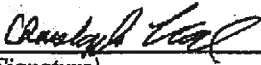
ATTACHMENTS *(List attached documents that support description):*

Sheet A1.14 modified 6/22/2015

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User Notes:

Sheet A1.34 modified 6/22/2015

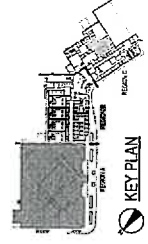
REQUESTED BY THE ARCHITECT:


(Signature)

Christopher Beard, AIA
(Printed name and title)

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User Notes: (1397979746)

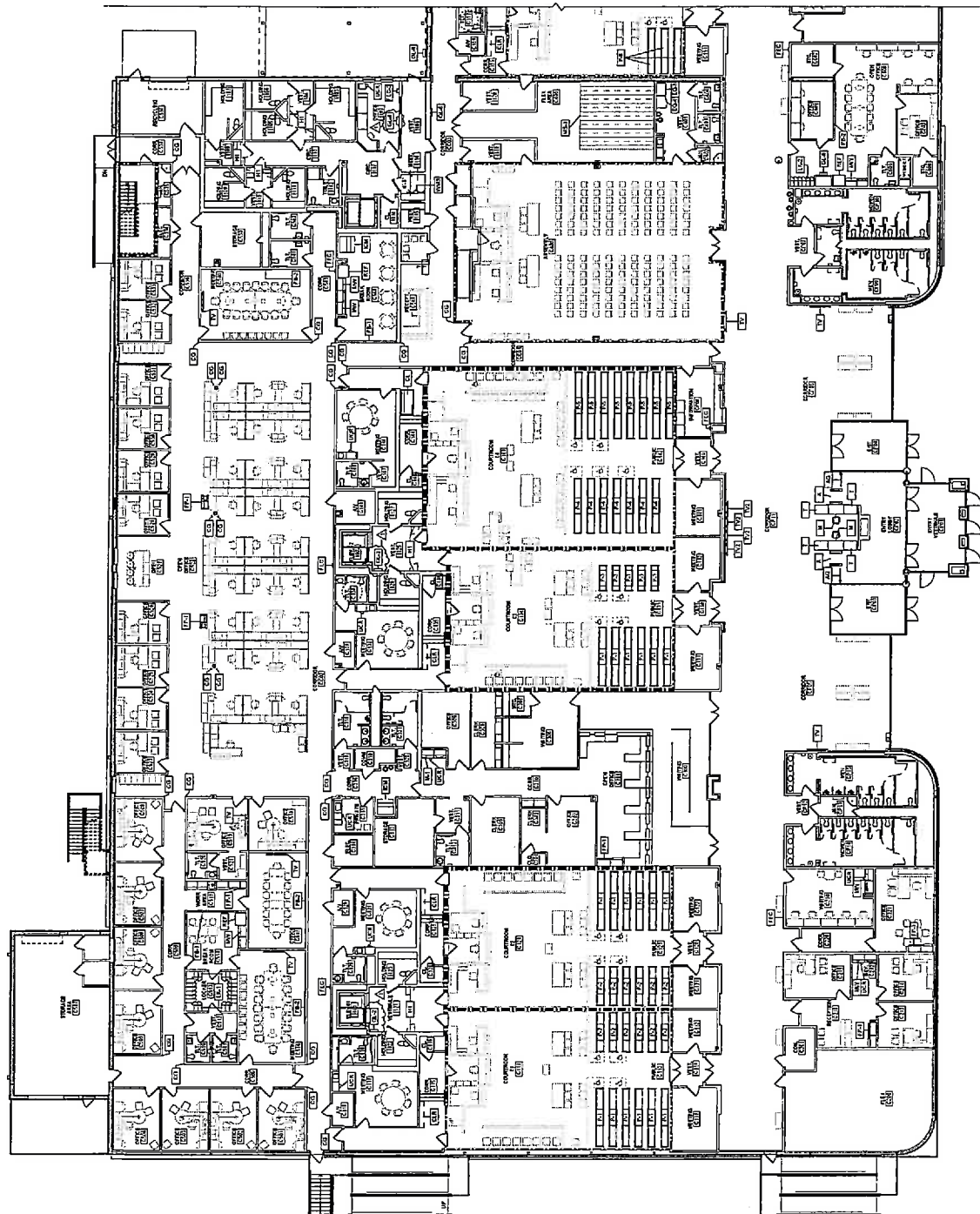
2



- COUNTY FLOOR PLAN GENERAL NOTES
1. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL GENERAL NOTES.
 2. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL GENERAL NOTES.
 3. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL GENERAL NOTES.
 4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL GENERAL NOTES.
 5. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL GENERAL NOTES.

TYPE	DESCRIPTION
P-1	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-2	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-3	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-4	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-5	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-6	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL
P-7	WOOD PANELING TO BASIS OF PERIODIC SAUNDER ALL

TYPE	DESCRIPTION
A-1	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-2	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-3	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-4	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-5	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-6	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-7	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-8	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-9	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-10	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-11	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-12	ADJUSTABLE DATE BASIS OF DESKLET RETARD
A-13	ADJUSTABLE DATE BASIS OF DESKLET RETARD
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FF&E PLAN - REGION A
REV 11/17/17

CUMMING

September 28, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 4 – Modify Detention Hardware & Equipment

Dear Chad –

Attached please find HG Reynolds PCO 4 for revisions to detention area hardware and doors. The changes include adding door stops and vision lights at doors. The attached represents HGR's formal (revised) proposal for this request in the amount of \$3,835.00.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



H.G. REYNOLDS
COMPANY, INC.
aiken, south carolina

PROPOSAL REQUEST NO.

5065-004R
WCPR -004 NDC

DATE: 8/29/2015

CONTRACT TITLE:

Add Detention Hardware & Mods

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Modify Detention Equipment & Hardware

Add OH Stops @ Det Drs, Mod Hardware Sets to S303/304, Add Vision lites ,Delete Clg Assembly Elev

PRIME CONTRACTOR'S WORK				Revisions/Comments	
1. Direct Materials				(\$308.85)	
2. Sales Tax on Materials	8	% of line 1	8%	(\$24.71)	
3. Direct Labor				\$178.55	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$62.49	
5. Rental Equipment					
6. Sales Tax on Rental Equipment	8	% of line 5	8%		
7. SUBTOTAL				(\$92.52)	

Prime Remarks:

Ref NDC letter 6/25/15 & Detention Review Mtg

1

SUB-CONTRACTOR(S)'S WORK					
8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$3,668.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$3,668.00

Subcontractor Remarks:

SUMMARY					
17. General Contractors Direct work				(\$92.52)	
18. Subcontractor's Work (from Line 16)				\$3,668.00	
19. SUBTOTAL (add Lines 17 & 18)					\$3,575.48
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18		\$260.43	
21. Prime's Overhead & Profit	15	% of line 17			
22. Bond	1.05			\$40.28	
23. TOTAL COST (Add Lines 19 - 22)					\$3,835.91

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 8/29/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-004R
WCPR -004 NDC

DATE: 8/29/2015

CONTRACT TITLE: Add Detention Hardware & Mods
Decker Center Renovations -Richland County Project - RC-PS-535

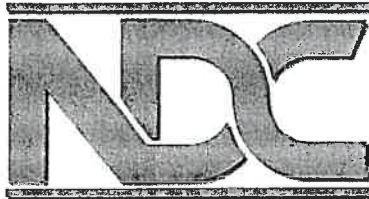
DESCRIPTION:
Modify Detention Equipment & Hardware

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs.	Rate	Total
Posting- Engineering-Sub Change Documents	1	Hrs	\$2.00	\$2.00	\$23.00	\$23.00			
Delete Comm Hrdwre 305/304 HS #20	-2	EA	\$378.55	(\$757.10)					
Bondo/Patch Hardware Sstop Prep	17		\$26.25	\$446.25	\$9.15	\$155.55			
DIRECT Prime Contractor's TOTALS				(\$308.85)		\$178.55			

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Noah Detention Equipment									
NDC Detention Equipment 8-25-15 REV									
Add Sliding Shutters	9	EA	incl	incl					
S305/304 Mod Hardware set to DH-4	2	Ea	incl	incl					
Add Vision Lites I301A,I301b,I302,303,304	5	Ea	incl	incl					
Delete Ceiling Assmb. Elev rms	3	Ea	incl	incl					
DIRECT Subcontractor 1 TOTALS				\$3,668.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									



Securing the Future

August 25, 2015

H.G. Reynolds Company
113 Contract Drive
Aiken, SC 29801
Attn: Larry Heim

Re: Decker Center Remodel
Sub: PCO #2 – Submittal Changes

Noah Detention Construction is pleased to provide you with the following quotation regarding the Decker Center Remodel. The following changes are in regards to items incorporated into the AAN submittals. We propose the following:

- Add security hardware sets to openings S303 and S304 similar to hardware in security hardware set DH-4 per Architect directive ADD \$1,530.00
 - Hardware to include: 4 each hinges, 1 each 5070 x K1S x HM lockset, 2 each door pulls per opening.
- Add narrow lite door lite at openings I104, I108 & I110. Add type G9 glass – 3/8" polycarbonate. ADD \$725.00
- Add sliding shutters at door tags I104, I108, I110, I122, I123, I126, I127, I302, I303, and I304. ADD \$2,445.00
- Delete ceiling assemblies in Elevator rooms I401, I402, I403 DEDUCT (\$1,746.00)

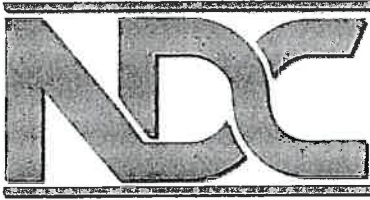
Subtotal Material	\$2,954.00
Sales Tax (8%)	\$236.00
OH&P (15%)	\$478.00

TOTAL ADD\$ **3,668.00**

Qualifications/Clarifications

1. Provisions of bid day scope dated apply.
2. Pricing is based on change order material shipping with base bid material.
3. We are bondable however a bond premium has not been included in base price. Please see bid form for addition of bond premium
4. We include Noah Detention Construction, LLC (NDC) standard insurance based off of CGC 2010-05 and coverage limits as follows: Worker’s Compensation (statutory), Employer’s Liability (\$1,000,000), Commercial General Liability (\$1,000,000 per occurrence and annual aggregate) and Commercial Automobile Liability (\$1,000,000 per

Noah Detention Construction
4225 Ward Cove Drive, Suite A. Niceville, FL 32578
P:850.279.3257/F:850.279.3876/C:850.865.6386/robin@noahdetention.com



Securing the Future

occurrence and annual aggregate). Additional endorsements, writer, or coverage limits that may or may not be required to comply with the General Contractor's insurance requirements are not the responsibility of NDC. NDC reserves the right to seek compensation for procurement of additional coverage's if required by the General Contractor.

5. This quotation is based solely on the quantities and descriptions listed within this proposal. NDC reserves the right to modify pricing as necessary in the event that the scope of this proposal is modified by the Owner or General Contractor.
6. This price is valid for 60 days.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Noah', is written over the signature line.

Robin A. Noah
President

Larry Heim

From: Robin Noah <robin@noahdetention.com>
Sent: Tuesday, August 25, 2015 2:01 PM
To: Larry Heim
Subject: Decker Center WCPR4
Attachments: PCO2 - Submittal Review Changes.docx

Larry,

Attached is my proposal regarding the door shutter additions. Also, there is a not on WCPR 4 that the hardware shouldn't be an add. That might be true if the cost of the commercial hardware is the same as my security hardware. Doors S303 and S304 were shown on the bid documents to have commercial hardware on bid day which I did not include in my price. These openings were changed to security hardware through the submittal process. As such, I have an add for the material. Thanks



NOAH DETENTION
CONSTRUCTION

Securing the Future

Robin Noah
President
4225 Ward Cove Drive,
Suite A
Niceville, FL 32578
Phone: 850.279.3257
Fax: 850.279.3876
Cell: 850.865.6386
robin@noahdetention.com

www.noahdetention.com

WCPR Credit S303-304
PMP
Hardware Cost Heading 20

	Ea	Cost
3 3 Hinges	\$32.00	\$96.00
1 Cyl lock	\$265.00	\$265.00
1 wall stp	\$15.00	\$15.00
3 Silencers	\$0.85	\$2.55
	Credit	-\$378.55

HARDWARE SET NO. 20

FOR USE ON MARK/DOOR #(S):

C111	C112	C117	C121	C122	C127
C137	C146	C151	C152	C161	C162
C171	C172	C181	C182	C516A	C516B
C540A	C540B	C702	C703	C704	C705
C706	C708	C709	C710	C713	C714
C715	C716	S007	S104	S106	S110
S211	S303	S304	S308	S510	S520

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA CLASSROOM CYL LOCK	9K37R 14D S3	626	BES
1	EA WALL STOP	WS401CVX	626	IVE
3	EA SILENCER	SR64	GRY	IVE

1. "IN-USE" SIGNAGE SHALL BE FURNISHED BY OTHERS.

AIA Document G709™ – 2001

Work Changes Proposal Request

PROJECT (Name and address):
Decker Center Remodel
2500 Decker Blvd.
Columbia, SC 29206

PROPOSAL REQUEST NUMBER: 004

OWNER:

DATE OF ISSUANCE: 08/24/15

ARCHITECT:

CONSULTANT:

OWNER (Name and address):
Richland County Government
2020 Hampton Street
Columbia, SC 29204

CONTRACT FOR: General Construction

CONTRACTOR:

CONTRACT DATE: 06/1/15

FIELD:

OTHER:

FROM ARCHITECT (Name and address):
The Boudreaux Group, Inc.
1330 Lady Street (P.O. Box 5695)
Columbia, SC 29301 (29250)
(803) 799-02-47

ARCHITECT'S PROJECT NUMBER:
R-738-11

TO CONTRACTOR (Name and address):
H. G. Reynolds, Inc.
113 Contact Drive
Aiken, SC 29801
(803) 641-1402

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

The following changes are to incorporated into the final scope of work related to the detention supplier:

Delete ceiling assemblies in Elevator rooms I401, I402, and I403.
Add sliding shtters to doors: I104, I108, I110, I122, I123, I126, I127, I302, I303, and I304.
Addition of hardware set at opeings S303 and S304 to similar to DH-4 should not be an add.
No overhead stops will be added to project.

ATTACHMENTS (List attached documents that support description):

None

REQUESTED BY THE ARCHITECT:


Justin Lucas, AIA
Digitally signed by Justin Lucas, DN: cn=Justin Lucas, o=AIA, email=Justin.Lucas@aia.org, c=US, date=2015082415:08:23:00Z
(Signature)

Justin Lucas, AIA
(Printed name and title)

CUMMING

September 28, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval ¹
HG Reynolds Change Proposal No. ~~6~~ – Modify Cable Routing from Floor Boxes

Dear Chad –

Attached please find HG Reynolds PCO 6 for revisions to the routing of data cabling from floor boxes to the Comm Rooms. This change provides for cable in conduit all the way to the closets and avoids a cable splice to change the type of cabling above ground. The attached represents HGR's formal (revised) proposal for this request in the amount of \$29,154.00.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



H.G. REYNOLDS
COMPANY, INC.
aiken, south carolina

PROPOSAL REQUEST NO.

5065-007

DATE: 8/6/2015

Add Data Raceways RFI 5R 8-5-15

CONTRACT TITLE:

Area A Add Data Raceways from Floor Boxes to Com Rms

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Add Data Raceways RFI 5R 8-5-15

Area A Add Data Raceways from Floor Boxes to Com Rms

Revisions/Comments

1. Direct Materials				\$10.00	
2. Sales Tax on Materials	8	% of line 1	8%	\$0.80	
3. Direct Labor				\$46.00	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$16.10	
5. Rental Equipment					
6. Sales Tax on Rental Equipment	8	% of line 5	8%		
7. SUBTOTAL					\$72.90

Prime Remarks:

Add Data Raceways RFI 5R 8-5-15

Area A Add Data Raceways from Floor Boxes to Com Rms

Per mtg 8-5-15 review for scope

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$27,143.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$27,143.00

Subcontractor Remarks:

A Area , B&C covered in Base - See detail from Brads Elec 8-6-15

SUMMARY

17. General Contractors Direct work				\$72.90	
18. Subcontractor's Work (from Line 16)				\$27,143.00	
19. SUBTOTAL (add Lines 17 & 18)					\$27,215.90
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18		\$1,927.15	
21. Prime's Overhead & Profit	15	% of line 17		\$10.94	
22. Bond	1.05			\$306.12	
23. TOTAL COST (Add Lines 19 - 22)					\$29,153.99

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 8/6/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-007

DATE: 8/6/2015

Add Data Raceways RFI 5R 8-5-15

CONTRACT TITLE: Decker Center Renovations -Richland County Project - RC-PS-535
Area A Add Data Raceways from Floor Boxes to Com Rms

DESCRIPTION: Add Data Raceways RFI 5R 8-5-15 OH to Com Room from Area A floor Boxes

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs.	Rate	Total
Layout		Hr							
Engineering-Coordination-PlanGrid-Updates	2	Hrs.	\$5.00	\$10.00	\$23.00	\$46.00			
DIRECT Prime Contractor's TOTALS				\$10.00		\$46.00			

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Brads Electrical 8-6-15									
Add Data Raceways A area to Comm Rms	1	Ea.	incl	incl					
Add Cable	1	Ea.	\$27,143.00	\$27,143.00					
DIRECT Subcontractor 1 TOTALS				\$27,143.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

Brads Electric Inc.
604 Greenwood Road
West Columbia S.C. 29169

Request for Quote Summary Sheet

August 6 2015

Decker Center 20475

Description of Work: Request For Quote Number: 3 REVISED x 2

Pricing to install 1" conduit for data wiring homeruns overhead in lieu of underground
This pricing is for Area "A" only . The concrete removal was covered in the demolition drawings for areas "B" and "C".

Change Order Pricing Summary:

Subcontractor Self-Performed Work:	Cost before markup	Markup Percentage Fee: Maximum = 15%	Subtotals
Materials (including applicable sales/use tax)	\$ 7,667.40	\$ 1,150.11	\$ 8,817.51
Labor and Labor Burden	\$ 13,551.75	\$ 2,032.76	\$ 15,584.51
Subtotals	\$ 21,219.15	\$ 3,182.87	\$ 24,402.02

Change Order Proposal Work performed by Sub-Subcontractors (Enter names of sub-subcontractors and the sub-subcontractor scope of work)	Cost before markup	Markup Percentage Fee: Maximum = 7.5%	Total
1 Taylored Communications add for OSP type cable for entire length of conduit run overhead	\$ 2,468.46	\$ 272.83	\$ 2,741.29
See attached email quotation	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Subtotals	\$ 2,468.46	\$ 272.83	\$ 2,741.29

	Total Change Order Proposal Cost before Markup	Total Subcontractor Fees Included in Change Order	Total Proposed Change Order Costs
Totals	\$ 23,687.61	\$ 3,455.70	\$ 27,143.31

TOTAL \$27,143.00

Subcontractor Change Order Pricing Certification:

Subcontractor Signature:

Date:

JOB 84 0001: Decker Center
 ESTIMATE 6 6: FLOOR BOX OVERHEAD R...
 DATA SET 1 Comm Indust TSC/EST/NECA ...

Combined All - Estimate File Pricing
 Brads Electric Inc
 604 Greenwood Road
 West Columbia, South Carolina 29169
 803-791-7344 / 803-796-9455
 jeff.McDaniel@Bradselectricinc.com

PRINTED 7/23/2015 12:50:03 PM
 MATERIAL Primary
 LABOR Primary

NOTES

Item				Material			Labor		
Size	Item Desc	Qty	UOM	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
1"	EMT	6,600.00	FEET	0.76	1.00	5,016.00	0.0620	1.0000	409.2000
1"	EMT STEEL COMP CONN	100.00	EACH	0.90	1.00	90.00	0.0800	1.0000	8.0000
1"	EMT STEEL COMP COUP	720.00	EACH	0.95	1.00	684.00	0.0500	1.0000	36.0000
	#12 GRD PIGTAIL	138.00	EACH	0.36	1.00	49.68	0.0200	1.0000	2.7600
1"	CADDY 16M24-BAR JST	750.00	EACH	0.75	1.00	562.50	0.0300	1.0000	22.5000
	CADDY 4Z34 BOX SUPT	138.00	EACH	4.00	1.00	552.00	0.0300	1.0000	4.1400
4 SQ BOX	2-1/8D 1 KO	138.00	EACH	1.50	1.00	207.00	0.1200	1.0000	16.5600
4 SQ	4 SQ BLANK COVER	138.00	EACH	0.80	1.00	110.40	0.0300	1.0000	4.1400
	NYLON LINE	7,000.00	FEET	0.02	1.00	140.00	0.0010	1.0000	7.0000
	WIRE NUT-YELLOW	0.00	EACH	Manual	1.00	0.00	0.0300	1.0000	0.0000
Grand Totals						7,411.58			510.3000

JOB 84 0001: Decker Center
 ESTIMATE 7 7: PVC CREDITS FOR FLOOR...
 DATA SET 1 Comm Indust TSC/EST/NECA ...

Combined All - Estimate File Pricing
 Brads Electric Inc
 604 Greenwood Road
 West Columbia, South Carolina 29169
 803-791-7344 / 803-796-9455
 jeff.McDaniel@Bradselectricinc.com

PRINTED 7/23/2015 1:12:43 PM
 MATERIAL Primary
 LABOR Primary

NOTES

Item				Material			Labor		
Size	Item Desc	Qty	UOM	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
1"	PVC SCH 40	3,780.00	FEET	0.34	1.00	1,285.20	0.0300	1.0000	113.4000
1"	GRC 90 ELBOW	38.00	EACH	4.99	1.00	189.62	0.3000	1.0000	11.4000
1"	PVC COUPLING	70.00	EACH	0.18	1.00	12.60	0.0600	1.0000	4.2000
1"	PVC BOX ADPT/MALE	38.00	EACH	0.31	1.00	11.78	0.1000	1.0000	3.8000
1"	PVC ADPT/FEMALE	38.00	EACH	0.34	1.00	12.92	0.1000	1.0000	3.8000
6W X 12D	HAND DITCHING	3,780.00	FEET	Skip	1.00	0.00	0.0150	1.0000	56.7000
Grand Totals						1,512.12			193.3000

H. G. REYNOLDS COMPANY INC.

Building Contractors Since 1948

113 Contract Drive
Aiken, South Carolina 29801
Telephone: 803-641-1401
Fax: 803-641-1037

RFI

6/24/2014

THE BOUDREAUX GROUP
1330 LADY STREET, SUITE 500
COLUMBIA, SC 29801
Attention: CHRIS BEARD

Follow-up to Memo from Brad's Electric (7-8-15): Panduit indicated that they do not have a standard part number for that product, but they can make a plenum / underground rated CAT6 cable. Not sure if they are the only manufacturer that offer this, but it is available.

Project: DECKER CENTER REMODEL
Architect Project Number: R-738-11
State Project Number: RC-PS-535

Additional Options would be:
1 - Cut and repair more of the slab so that they can take the non-plenum rated underground cable directly to the Telcom rooms.
2 - Take the non-plenum rated underground cable to above ceiling and extend to Telcom rooms in conduit.

RFI NO.:	005
DATE SENT:	6/24/2105
DATE REQ'D:	-
SENT BY:	ZAG

DRAWING: E0.1

SPECIFICATION:

COST IMPACT:

REQUEST/RECOMMENDATION:

Floor box detail as described in symbol schedule (EO.1) indicates raceways for A.V. system and the number of data ports to be provided. However it does not dictate the size and number of conduits for Data and Comm wiring. It is assumed that the AV raceway is to route to the corresponding AV closet for each court room and the Data / Comm raceway will be routed to the nearest Comm / Data room. As these are two separate systems. If this is correct the architectural demo drawings do not cover all of the trenches that need to be excavated for Data / Comm raceway. Please Advise

RESPONSE:

On Sheet E0.1: General Signal Notes - Note 3 indicates that all Voice/Data outlets shall be provided with a 1" conduit back to cable-tray.

A.V. system raceway is separate from Comm / Data. Intent is to route Data / Comm raceway and wiring below slab to a partition and rise concealed in that partition to above ceiling and extend to nearest cable-tray.

SIGNED:

DATE:

Larry Heim

From: Jeff McDaniel <Jeff.Mcdaniel@bradselectricinc.com>
Sent: Wednesday, July 08, 2015 5:39 PM
To: Larry Heim
Subject: FW: Decker Under slab cabling and pathways
Attachments: lt44169.pdf

Larry,

In RFI #5 response indicates the engineers intention was to take the voice /data cabling from the floor boxes to the closest partition and up to the closest cable tray for it's route to the Comm / Data rooms. In our past experience this has proven to cause problems for the cabling installers as outlined in the email below. The only detail I don't see in it is the fact that there is not an OSP, plenum rated type cable available. If you have any questions or need more details than I have listed please let me know.

Thanks

Jeff McDaniel
Estimator / Project Manager
Brads Electric Inc.
803-791-7344 Office
803-796-9455 Fax
803-513-0632 Cell

-----Original Message-----

From: Brett A. Runnels, RCDD [<mailto:brunnels@pbtcomm.net>]
Sent: Tuesday, July 7, 2015 3:15 PM
To: Jeff McDaniel
Subject: Decker Under slab cabling and pathways

Jeff,

Touching base with you on this. The problem with trying to use plenum cable in the floor box locations is that regardless how dry a conduit is there will always be moisture at some point in time that will enter the cable and destroy the electrical properties of the cable itself causing it to have to be replaced. EIA/TIA 568 standards state's that the use of "OSP" cable in these locations is suggested and I have attached a spec sheet to this email for reference. In reference to your question about exiting the conduit from the wall into the plenum hallway rather than a "home-run" conduit from each box back to the nearest IDF bring another problem into play which would be having to use a consolidation point in the hallway to transition from OSP cable to Plenum rated Category 6. We have used this type scenario in the past at the owners request and they have always been unsatisfied with the cable performance due to another location for attenuation being placed in the cable run. Another thing to keep in mind is that the cabling manufacturer will not warranty that cabling system if we install the plenum rated cable in a pathway that it was not intended for.

Thanks

Brett

This email is free from viruses and malware because avast! Antivirus protection is active.

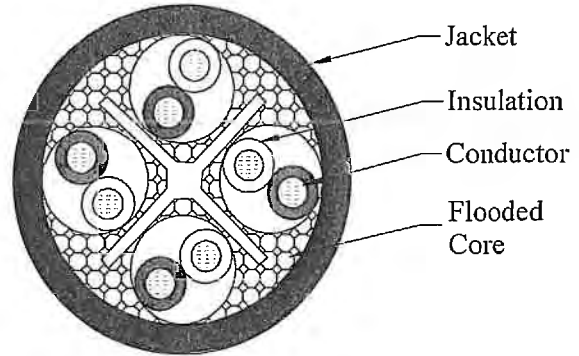
<https://www.avast.com/antivirus>

SPECIFICATION
4 PAIR #24 AWG LAN-Trak OSP
CAT 6 OUTDOOR UTP
(SUITABLE FOR DUCT & AERIAL LASHING)

Design Number:
LT44169

DESCRIPTION

UNSHIELDED TWISTED PAIR (UTP) CATEGORY 6 CABLE FOR USE IN HORIZONTAL CABLING SYSTEMS PER ANSI/TIA-568-C AND ISO/IEC 11801:2002 CLASS E. THE CABLE MEETS ANSI/TIA-568-C.2 & ISO/IEC 11801:2002 CATEGORY 6 ELECTRICAL CHARACTERISTICS. THE CABLE CONSISTS OF #24 AWG SOLID BARE COPPER INSULATED CONDUCTORS, ASSEMBLED INTO FOUR TIGHTLY TWISTED PAIRS, WITH A FLEXWEB® CORE SEPARATOR, FLOODED TO PREVENT MOISTURE INGRESS, UNDER AN OVERALL JACKET. THIS PRODUCT AND/OR ITS MANUFACTURE IS PATENTED. SEE WWW.BELDEN.COM/P FOR DETAILS.



THE CABLE IS SUITABLE FOR OUTDOOR USE IN DUCT AND FOR AERIAL LASHING. IT IS WATER BLOCKED AND HAS A BLACK SUNLIGHT RESISTANT JACKET. THE CABLE IS NOT UL OR CSA LISTED, SINCE IT IS NOT FLAME RETARDANT. CONSULT THE NATIONAL ELECTRICAL CODE (NEC) ARTICLE 800 FOR USE IN BUILDINGS.

SUPPORTED APPLICATIONS

IEEE 802.3 10BASE-T (ETHERNET), 100BASE-T (FAST ETHERNET), AND 1000BASE-T (GIGABIT ETHERNET), IEEE 802.3af POWER OVER ETHERNET FOR VoIP, ANSI X3.263 FDDI TP-PMD, IEEE 802.5 4 AND 16 Mbps TOKEN RING, ATM UP TO 155 Mbps, 550 MHz BROADBAND VIDEO AND STANDARDS UNDER DEVELOPMENT SUCH AS ATM AT 622 Mbps, 1.2 & 2.4 Gbps.

TABLE 1

PAIR NUMBER	PAIR COLOR CODE	
1	WHITE-BLUE	BLUE
2	WHITE-ORANGE	ORANGE
3	WHITE-GREEN	GREEN
4	WHITE-BROWN	BROWN

CONSTRUCTION

- PRIMARIES:** CONDUCTOR: 24 AWG (.5 mm) SOLID BARE COPPER
 INSULATION: THERMOPLASTIC POLYOLEFIN
- PAIR ASSEMBLY:** 2 PRIMARIES TWISTED IN VARIED LAYS
- COLOR CODE:** SEE TABLE 1 (WHITE CONDS HAVE INTEGRAL STRIPE TO MATCH THEIR MATE)
- CABLE ASSEMBLY:** 4 PAIRS CABLED TOGETHER WITH A FLEXWEB CORE SEPARATOR
- JACKET:** MATERIAL: UV-BLACK POLYETHYLENE
 NOMINAL DIAMETER: .251 (6.38 mm)
- NOTE:** CABLE FLOODED FOR MOISTURE PROTECTION

PHYSICAL CHARACTERISTICS

- CABLE WEIGHT w/reel:** 30 lbs/1000ft (45 kg/km)
- BEND RADIUS:** 2.5" (64 mm) MIN (10 x CABLE OD)
- OPERATING TEMP.:** -40°C to +60°C (-40°F to +140°F)
- STORAGE TEMP.:** -40°C to +75°C (-40°F to +167°F)
- *INSTALLATION TEMP.:** -20°C to +60°C (-4°F to +140°F)

* THE INSTALLATION TEMPERATURE REFERS TO THE TEMPERATURE OF THE CABLE WHILE BEING INSTALLED OR PULLED.



MOHAWK
 Cabling Excellence for Open Architecture

324 Clark Street Worcester, MA 01606 USA
 (978) 537-9961 Fax: (978) 537-4358
 (800) 422-9961 www.mohawk-cable.com

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Rev	Description	Date	Init.
J	UPDATE STDS, WGT	07/09/10	JS
K	UPDATE PATENT INFO, CABLE WGT, STDS	08/12/11	JS
L	UPDATE FOOTER & STDS; ADD SWEEP TESTING	05/29/13	JS
M	UPDATE DESC, PATENT INFO, ELECS	06/26/14	JS
Date: 08/22/01		Page 1 of 2	
Orig:		Review:	
Part Number:			M57622

Mohawk reserves the right to change any specification in the interest of product enhancement.
 This cable complies with the EU-RoHS directive 2002/95/EC (restrictions on hazardous substances) regulations.

SPECIFICATION
4 PAIR #24 AWG LAN-Trak OSP
CAT 6 OUTDOOR UTP
(SUITABLE FOR DUCT & AERIAL LASHING)

Design Number:
LT44169

ELECTRICAL CHARACTERISTICS (REF TABLE 2)

STANDARDS: MEETS ANSI/TIA-568-C.2 CAT 6,
 ICEA S-90-661-1997 CAT 6 &
 ISO/IEC 11801:2002 CAT 6
 HORIZONTAL CABLE

CONDUCTOR DCR: 9.38 Ω/100m (28.6 Ω/Mft) MAX

DCR UNBALANCE: 5% MAX

MUTUAL CAPACITANCE: 46 pF/m NOM

CAPACITANCE UNBALANCE PAIR/GROUND: 66 pF/100m MAX

CHARACTERISTIC IMPEDANCE: 100 Ω ± 15% (1-250 MHz)

INPUT IMPEDANCE: 100 Ω ± 15% (1-100 MHz)
 100 Ω ± 20% (>100-200 MHz)
 100 Ω ± 25% (>200 MHz)

RETURN LOSS (RL): 20 + 5 log₁₀(f) dB MIN (1-10 MHz)
 25 dB MIN (>10-20 MHz)
 25 - 7 log₁₀(f /20) dB MIN (>20 MHz)

INSERTION LOSS: $1.808\sqrt{f} + .017f + \frac{.20}{\sqrt{f}}$ dB/100m MAX

NEAR END CROSSTALK (NEXT): 44.3 - 15 log₁₀(f/100) dB/100m MIN

POWER SUM NEAR END CROSSTALK (PS-NEXT): 42.3 - 15 log₁₀(f/100) dB/100m MIN

EQUAL LEVEL FAR END CROSSTALK (ELFEXT): 27.8 - 20 log₁₀(f/100) dB/100m MIN

POWER SUM EQUAL LEVEL FAR END CROSSTALK (PS-ELFEXT): 24.8 - 20 log₁₀(f/100) dB/100m MIN

PROPAGATION DELAY: 534 + 36 / √f ns/100m MAX

DELTA DELAY (SKEW): 45 ns/100m MAX

NOMINAL VELOCITY OF PROPAGATION (NVP): 65%

WHERE f = FREQUENCY IN MHz from .772 to 250 MHz.

TABLE 2

REFERENCE ELECTRICAL CHARACTERISTICS

FREQ (MHz)	INSERTION LOSS (dB/100m)		NEXT (dB/100m)		ACR (dB/100m)	PS-NEXT (dB/100m)		PS-ACR (dB/100m)	ELFEXT (dB/100m)	PS-ELFEXT (dB/100m)	RL (dB)
	avg	max	avg	min	min	avg	min	min	min	min	min
.772	1.7	1.8	82	76.0	74.2	77	74.0	72.2	-	-	-
1.0	1.9	2.0	80	74.3	72.3	75	72.3	70.3	67.8	64.8	20.0
4.0	3.6	3.8	71	65.3	61.5	66	63.3	59.5	55.8	52.8	23.0
8.0	5.1	5.3	67	60.8	55.5	62	58.8	53.5	49.7	46.7	24.5
10.0	5.7	6.0	65	59.3	53.3	60	57.3	51.3	47.8	44.8	25.0
16.0	7.3	7.6	62	56.2	48.6	57	54.2	46.6	43.7	40.7	25.0
20.0	8.1	8.5	61	54.8	46.3	56	52.8	44.3	41.8	38.8	25.0
25.0	9.1	9.5	59	53.3	43.8	54	51.3	41.8	39.8	36.8	24.3
31.25	10.2	10.7	58	51.9	41.2	53	49.9	39.2	37.9	34.9	23.6
62.5	14.8	15.4	53	47.4	32.0	48	45.4	30.0	31.9	28.9	21.5
100.0	19.0	19.8	50	44.3	24.5	45	42.3	22.5	27.8	24.8	20.1
155.0	24.2	25.2	47	41.4	16.3	42	39.4	14.3	24.0	21.0	18.8
200.0	27.8	29.0	46	39.8	10.8	41	37.8	8.8	21.8	18.8	18.0
250.0	31.5	32.8	44	38.3	5.5	39	36.3	3.5	19.8	16.8	17.3
300.0	35.0	36.4	43	37.1	0.7	38	35.1	-	18.3	15.3	16.8
350.0	38.2	39.8	42	36.1	-	37	34.1	-	16.9	13.9	16.3
400.0	41.3	43.0	41	35.3	-	36	33.3	-	15.8	12.8	15.9
500.0	47.0	48.9	40	33.8	-	35	31.8	-	13.8	10.8	15.2
550.0	49.7	51.8	39	33.2	-	34	31.2	-	-	-	14.9

SWEEP TESTED TO 550 MHz; VALUES ABOVE 250 MHz ARE FOR ENGINEERING INFORMATION ONLY.



Cabling Excellence for Open Architecture
 324 Clark Street Worcester, MA 01606 USA
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 (800) 422-9961 www.mohawk-cable.com

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Rev	Description	Date	Init.
J	UPDATE STDS, WGT	07/09/10	JS
K	UPDATE PATENT INFO, CABLE WGT, STDS	08/12/11	JS
L	UPDATE FOOTER & STDS; ADD SWEEP TESTING	05/29/13	JS
M	UPDATE DESC, PATENT INFO, ELECS	06/26/14	JS
Date: 08/22/01		Page 2 of 2	
Orig:		Review:	
Part Number:			M57622

Mohawk reserves the right to change any specification in the interest of product enhancement.
 This cable complies with the EU-RoHS directive 2002/95/EC (restrictions on hazardous substances) regulations.

H. G. REYNOLDS COMPANY INC.

Building Contractors Since 1948

113 Contract Drive
Aiken, South Carolina 29801
Telephone: 803-641-1401
Fax: 803-641-1037

RFI

6/24/2014

THE BOUDREAUX GROUP
1330 LADY STREET, SUITE 500
COLUMBIA, SC 29801
Attention: CHRIS BEARD

Project: DECKER CENTER REMODEL
Architect Project Number: R-738-11
State Project Number: RC-PS-535

RFI NO.:	005
DATE SENT:	6/24/2105
DATE REQ'D:	-
SENT BY:	ZAG

DRAWING: E0.1

SPECIFICATION:

COST IMPACT:

REQUEST/RECOMMENDATION:

Floor box detail as described in symbol schedule (EO.1) indicates raceways for A.V. system and the number of data ports to be provided. However it does not dictate the size and number of conduits for Data and Comm wiring. It is assumed that the AV raceway is to route to the corresponding AV closet for each court room and the Data / Comm raceway will be routed to the nearest Comm / Data room. As these are two separate systems. If this is correct the architectural demo drawings do not cover all of the trenches that need to be excavated for Data / Comm raceway. Please Advise

RESPONSE:

On Sheet E0.1: General Signal Notes - Note 3 indicates that all Voice/Data outlets shall be provided with a 1" conduit back to cable-tray.

A.V. system raceway is separate from Comm / Data. Intent is to route Data / Comm raceway and wiring below slab to a partition and rise concealed in that partition to above ceiling and extend to nearest cable-tray.

SIGNED:

DATE:

CUMMING

September 30, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 9 – Adjust Roof Leader Size per AE

Dear Chad –

Attached please find HG Reynolds PCO 9 for increasing the size of roof leaders to 8" diameter piping. The change is the result of several RFI's and further review of roof drainage recommendations. The attached represents HGR's formal (revised) proposal for this request in the amount of \$6,962.57.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



H.G. REYNOLDS
COMPANY, INC.
aiken, south carolina

PROPOSAL REQUEST NO.

5065-009

DATE: 8/6/2015

Change Roof Drains to 8" Lines

CONTRACT TITLE:

RFI 13 Response to Change Dwgs to 8"

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Change Roof Drains from 4 & 6" to 8" Lines

RFI 13 Response to Change Dwgs to 8" dated 7-29-15

Revisions/Comments

1. Direct Materials					
2. Sales Tax on Materials	8	% of line 1	8%		
3. Direct Labor					
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%		
5. Rental Equipment					
6. Sales Tax on Rental Equipment	8	% of line 5	8%		
7. SUBTOTAL					

Prime Remarks:

Per mtg 8-5-15 review for scope

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$6,501.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$6,501.00

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work					
18. Subcontractor's Work (from Line 16)					\$6,501.00
19. SUBTOTAL (add Lines 17 & 18)					\$6,501.00
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18			\$461.57
21. Prime's Overhead & Profit	15	% of line 17			
22. Bond	1.05				\$73.11
23. TOTAL COST (Add Lines 19 - 22)					\$6,962.57

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 8/6/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-009

DATE: 8/6/2015

Change Roof Drains to 8" Lines

CONTRACT TITLE: RFI 13 Response to Change Dwgs to 8"

Decker Center Renovations -Richland County Project - RC-PS-535

DESCRIPTION:

Change Roof Drains from 4 & 6" to 8" Lines OH to Com Room from Area A floor Boxes

RFI 13 Response to Change Dwgs to 8" dated 7-29-15

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs.	Rate	Total
Layout		Hr							
Engineering-Sub Change Documents-Updates		Hr. Hrs.	\$4.00 \$5.00			\$23.00			
DIRECT Prime Contractor's TOTALS									

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Frew Co - RWL Roof Drains See Detail	1	Ea.	\$5,865.00	\$5,865.00					
Armstrong Contractors Main Line Fittinngs	12	Ea.	\$53.00	\$636.00					
DIRECT Subcontractor 1 TOTALS				\$6,501.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

Project

DECKER

FREW Co.

Row = Drawings to 8"

Date 8-5-15

FREW Co. - Rod Drains - DECKER Blvd

			Qty	Total
I	6" INSERTS T's @ 100 EA		24 EA	(2400)
	8" INSERT T's @ 165 EA		24 EA	3960
II	4+6" PIPING @ 6" LF		400 LF	(2400)
	8" PIPING @ 9" LF		400 LF	<u>3600</u>
III	6" Rubber Adapters @ 12 EA		24 EA	(288)
	8" Rubber Adapters @ 22		24 EA	528
IV	4+6" Fittings @ 51.50 EA		70 EA	(3605)
	8" Fitting @ 81.50		70 EA	<u>5705</u>

Sub Total 5100

Fee 765

Total Cost \$5865

ARMSTRONG CONTRACTORS, LLC

PO BOX 291053
COLUMBIA, SC 29229

(803) 788-1190
FAX (803) 454-0722

August 7, 2015

To: HG Reynolds
Attn: Larry Heim
Re: Decker Remodel
RFI # 13

Change size of 4" & 6" fittings to 8" on roof drain trunk line

4" & 6" fittings	12 @ 52 ea	[\$624.00]
Replace with 8" fittings	12 @ \$105 ea	\$1,260.00

Total change add \$636.00

Andrew Goldie
Construction Manager

H. G. REYNOLDS COMPANY INC.

Building Contractors Since 1948

113 Contract Drive
Aiken, South Carolina 29801
Telephone: 803-641-1401
Fax: 803-641-1037

RFI

7/27/2015

The Boudreaux Group
1330 Lady Street
Columbia, SC 29201
Attention: Justin Lucas

Project: Decker Center Remodel
Architect Project Number: 12.131.00
State Project Number: 5065

RFI NO.:	13
DATE SENT:	7/27/2015
DATE REQ'D:	
SENT BY:	HG Reynolds Co, Inc

REQUEST

Submittal No. 334100 - 1R2 Referenced Roof Drain boots to 6.5x8.5" to match Downspouts.

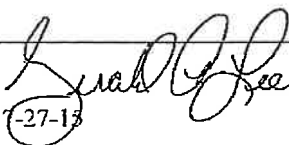
Current Civil Plans show mostly 6" Dia, and 4" Dia. Roof Drain piping,.

The area of the Roof Down spouts exceeds the Drainage Pipe areas, please verify size of Roof drain piping. shown on C3.1
Dwg Detail 3/A6.12 indicates 8" Plipe.
Please review and verify size of drainage.

RESPONSE

Based on the architects preferred use of cast iron boots with 8" outlets it is recommended to upsize the 4" and 6" roof drain laterals and cleanouts to 8".

SIGNED:
DATE:



(27-13)

CUMMING

September 30, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 8 – Foundation Undercutting

Dear Chad –

Attached please find HG Reynolds PCO 8 for undercutting at foundations in section B, per GS2 recommendations. The attached represents HGR's formal (revised) proposal for this request in the amount of \$2,603.98.

We have reviewed this with the Project Team and find this request reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065-008R

DATE: 9/28/2015

Undercut Ftgs

CONTRACT TITLE:

GS2 Ftg , Remove Unsuitable & #57 Stone

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Per GS 2 Foundation Inspectons Remove Unsuitable and Repalce with 57 Stone

Ftgs areas A&B A3/A3.5/D6/F7.5/D16/17/m15/118.5

Revisions/Comments

1. Direct Materials					
2. Sales Tax on Materials	8	% of line 1	8%		
3. Direct Labor				\$288.00	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$100.80	
5. Rental Equipment				\$330.00	
6. Sales Tax on Rental Equipment	8	% of line 5	8%	\$26.40	
7. SUBTOTAL					\$745.20

Prime Remarks:

Undecut Ftg per GS2 for bearing , remove unsuitable materail and repalce with 57 stone, Ref SK's

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$1,747.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$1,747.00

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work	NON UNIT PRICE WORK		\$745.20	
18. Subcontractor's Work (from Line 16)	UNIT PRICING		\$1,747.00	
19. SUBTOTAL (add Lines 17 & 18)				\$2,492.20
20. Prime's Overhead & Profit on Subcontractor	% of Line 18			
21. Prime's Overhead & Profit	15 % of line 17		\$111.78	
22. Bond	1.05		\$27.34	
23. TOTAL COST (Add Lines 19 - 22)				\$2,603.98

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 9/28/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-008R

DATE: 9/28/2015

Per GS 2 Foundation Inspectons Remove Unsuitable and Repalce with 57 Stone

CONTRACT TITLE: Ftgs areas A&B A3/A3.5/D6/F7.5/D16/17/m15/118.5

Decker Center Renovations -Richland County Project - RC-PS-535

DESCRIPTION:

Per GS 2 Foundation Inspectons Remove Unsuitable and Repalce with 57 Stone

Ftgs areas A&B A3/A3.5/D6/F7.5/D16/17/m15/118.5

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit	Rate	Total
Hand Excavate for Remove Spoil	9	Hrs			\$32.00	\$288.00			
Equipment Support Bobcat Intr. Excav	6	Hrs					6	\$55.00	\$330.00
Cleanup Interior									
DIRECT Prime Contractor's TOTALS						\$288.00			\$330.00

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	Contract UP		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Contract Unit Pricing									
Trench Excavation Ftg	17	CY	\$37.00	\$629.00					
#57 Stone	26	Tn	\$43.00	\$1,118.00					
DIRECT Subcontractor 1 TOTALS						\$1,747.00			

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

July 14, 2015

Richland County Office of Procurement
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204

C/O

Brownstone Construction Group, LLC
1310 Lady Street, Suite 204
Columbia, South Carolina 29201

Attention: **Mr. Dale Collier (dcollier@bstonegroup.com)**

Reference: **Results of Footing Inspection
Existing Decker Center Renovations
2500 Decker Boulevard
Columbia, South Carolina
GS2 Project No.: 15-1348-CZI**

Dear Mr. Collier:

As requested, our personnel visited the above referenced site on July 13, 2015 in order to perform a footing inspection. Our inspection consisted of random probing and performing nine (9) hand augered soil borings with Dynamic Cone Penetrometer (DCP) testing per ASTM Special Publication T399.

Testing was performed at 1-foot intervals to refusal depth of up to approximately 2-1/4 feet below the bottom of footing (BOF) elevation. The inspection was performed at the following locations: interior column footings column lines F-2.5, F-3.5, F-5.5, F-7.5, F-10.5, D-5.5, D-10.5, 11' N of column line D-10.5 and Area B Slab.

Based upon the soil conditions encountered at the time of inspection, it is our recommendation that the non-performing, unstable soils located along the column lines D-5.5 and F-7.5 portions of the structure's footings be over-excavated to a depth of 1 foot on column line F-7.5 and 2 feet on column line D-5.5 below existing bearing elevations. The resulting excavation bottom should then be tamped and backfilled with washed No. 57 stone to near original bearing elevations. If soils are to be used as the replacement material, they should be similar in composition to those removed (if suitable) and be placed in 8 inch lifts, "loose measurement", and compacted in accordance with the project specifications. If washed No. 57 stone is to be used, the stone should be placed in no more than 10 to 12 inch lifts and tamped into the bottom and side-walls of the footing excavation. Upon completion of the remedial recommendations, the footings should be suitable for the design bearing capacity of 2000 pounds per square foot (psf). Our personnel should be present to document and verify that the remedial activities have been completed prior to concrete placement.



Corporate - Columbia Branch Office
241 Business Park Boulevard
Columbia, South Carolina 29203

Charleston Branch Office
4301 Dorchester Road, Suite 12A
North Charleston, South Carolina 29405

Florence Field Testing Office
2426 Third Loop Road, Suite A
Florence, South Carolina 29501

Myrtle Beach Field Testing Office
1514 U.S. Highway 501 Gumm Plaza
Myrtle Beach, South Carolina 29577

www.gs2engineering.com

Corporate - Columbia
(803) 699-7900
(844) 699-7911

Charleston
(843) 225-3031
(844) 699-7911

Bluffton
(843) 297-2035
(844) 699-7911

Greenville
(803) 699-7900
(844) 699-7911

Florence
(843) 407-6755
(844) 699-7911

Myrtle Beach
(843) 444-2766
(844) 699-7911

The methods utilized to examine the bearing soils do not provide sufficient data for evaluation of deeper soils within the zone of influence for the proposed structure. Additionally, regardless of the thoroughness of this inspection, it is possible that the soil conditions intermediate of the test locations vary from those at the test locations. Any loosened or disturbed surficial soils should be removed from the footing bottom prior to concrete placement. If the footing should become saturated or filled with water, a re-inspection will be necessary prior to concrete placement.

Once again we appreciate the opportunity to provide our services for your project needs. If you have any questions, or if additional information becomes available, please contact us at (803) 699-7900.

Sincerely,
GS2 ENGINEERING, INC.



Ryan Macdonald
Operations Manager, VP



George A. Sembos, P.E.
Chief Engineer





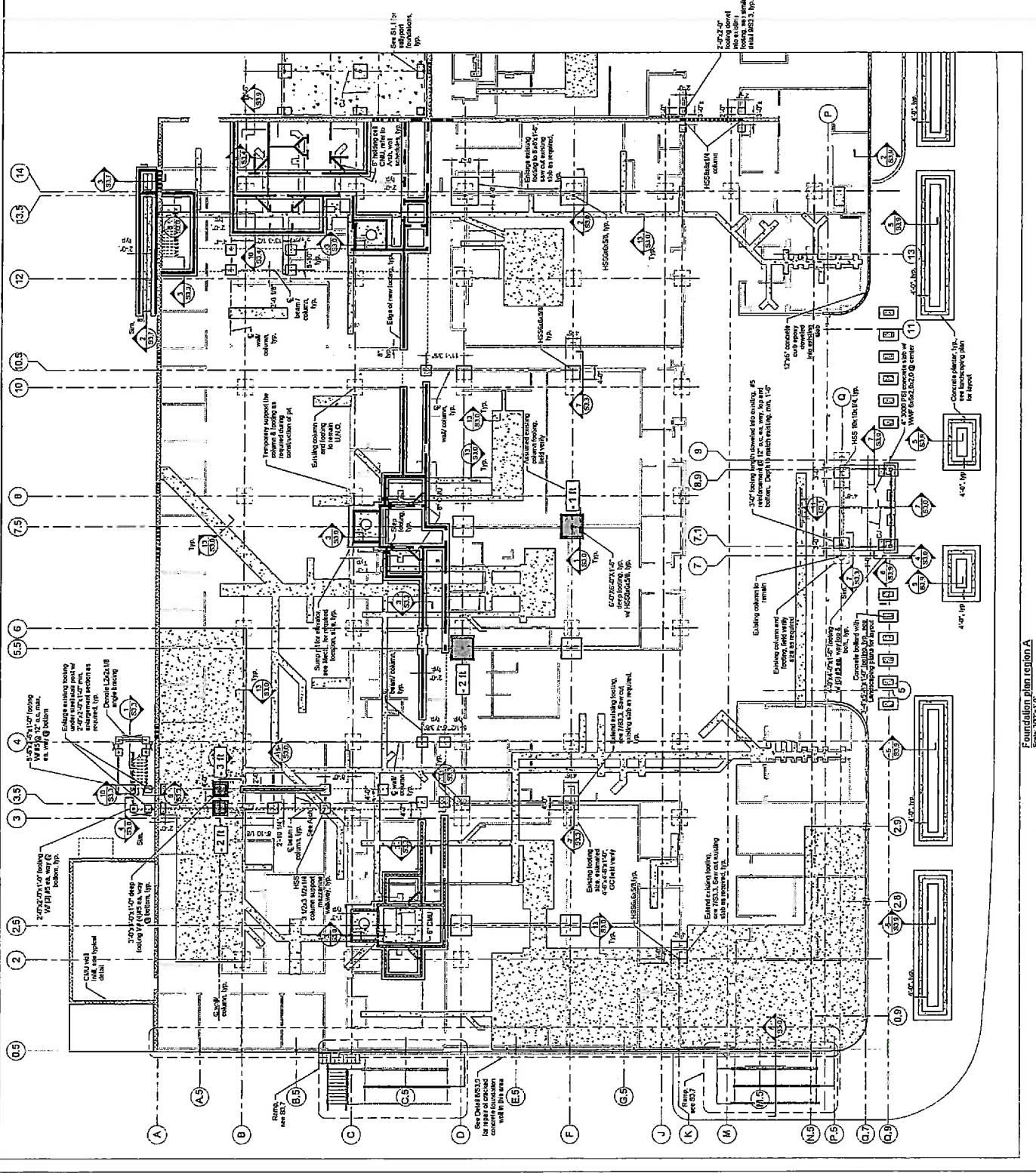
DECKER CENTER REMODEL
 2500 DECKER BLVD.
 COLUMBIA, SC

RICHLAND COUNTY GOVERNMENT

The Boudreaux Group
 1214 S. Park Ave. Suite 200
 Columbia, SC 29204
 Tel: (803) 733-4444
 Fax: (803) 733-4444
 info@boudreaux.com



- Legend:**
- Existing** (Solid line)
- Proposed** (Dashed line)
- Remove** (Line with 'X')
- Foundation** (Stippled area)
- Concrete** (Dotted area)
- Steel Decking** (Cross-hatched area)
- Structural Steel** (Line with 'S')
- Reinforcing Steel** (Line with 'R')
- Formwork** (Line with 'F')
- Formwork** (Line with 'M')
- Formwork** (Line with 'C')
- Formwork** (Line with 'B')
- Formwork** (Line with 'A')
- Formwork** (Line with 'Z')
- Formwork** (Line with 'Y')
- Formwork** (Line with 'X')
- Formwork** (Line with 'W')
- Formwork** (Line with 'V')
- Formwork** (Line with 'U')
- Formwork** (Line with 'T')
- Formwork** (Line with 'S')
- Formwork** (Line with 'R')
- Formwork** (Line with 'Q')
- Formwork** (Line with 'P')
- Formwork** (Line with 'O')
- Formwork** (Line with 'N')
- Formwork** (Line with 'M')
- Formwork** (Line with 'L')
- Formwork** (Line with 'K')
- Formwork** (Line with 'J')
- Formwork** (Line with 'I')
- Formwork** (Line with 'H')
- Formwork** (Line with 'G')
- Formwork** (Line with 'F')
- Formwork** (Line with 'E')
- Formwork** (Line with 'D')
- Formwork** (Line with 'C')
- Formwork** (Line with 'B')
- Formwork** (Line with 'A')



Decker
Ftg Undercut - GS 2

9/1/2015

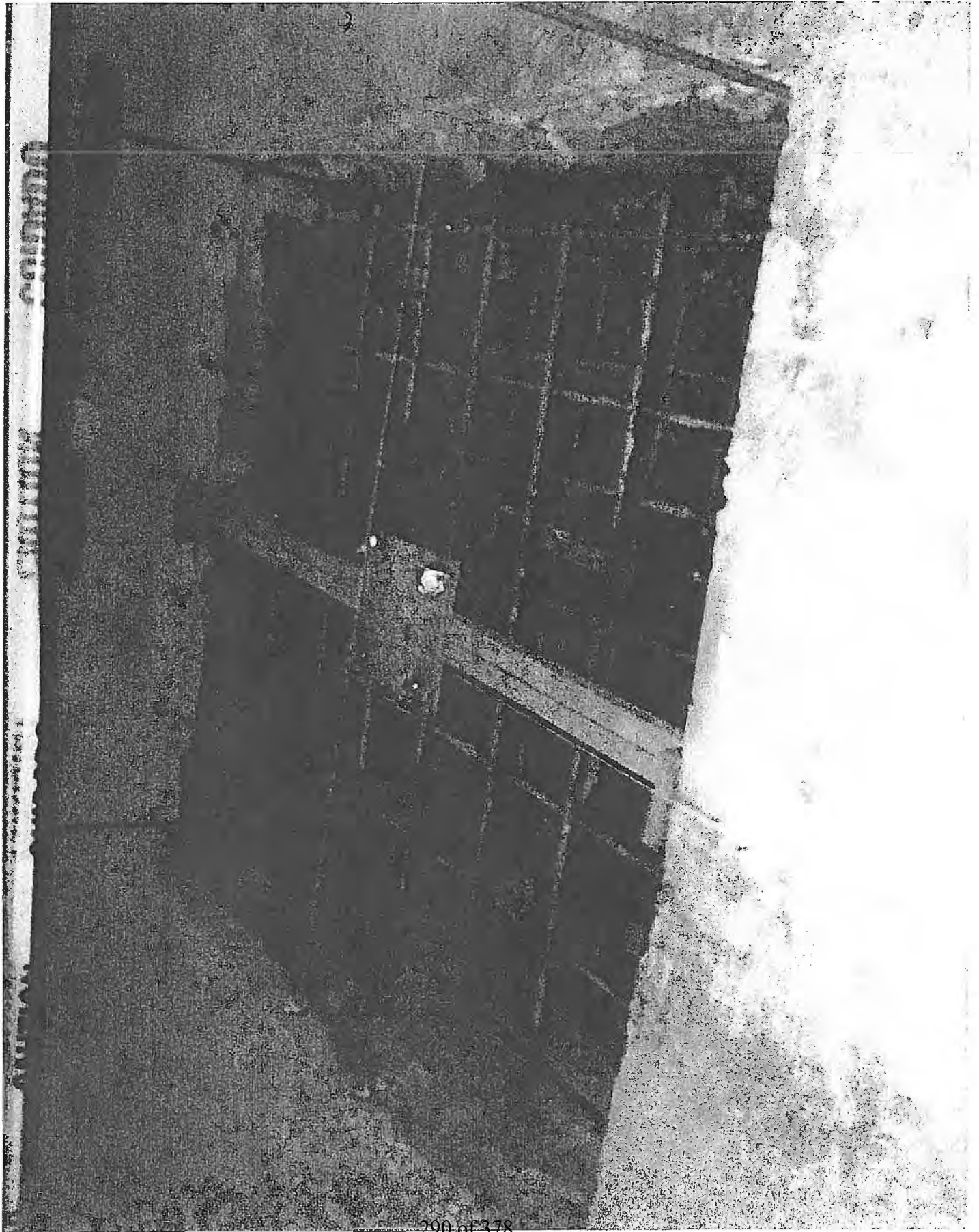
Foundations Undercut

Ftg	Depth ft	Area Sf	Vol CF	CY	
M15		1	36	36	1.3
L18.5		2	9	18	0.7
D16		4	36	144	5.3
D17		3	36	108	4.0
B3		2	9	18	0.7
B3.5		3	9	27	1.0
D5.5		2	36	72	2.7
F7.5		1	36	36	1.3
			459	17.0	
				CY	

BLOWN STONE
C D / 515



* Break vs. Stone
CF/7.5



CUMMING

October 28, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration,
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 12 – Add Columns for Mezzanine Support

Dear Chad –

Attached please find HG Reynolds PCO 12. This PCO is a “conditions” related item which includes adding columns for mezzanine support and several other minor steel revisions per RFI responses. The attached represents HGR’s formal proposal for this request in the amount of \$4,986.00.

We have reviewed this with the Project Team and find this proposal reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065-012

DATE: 9/2/2015

Add Struct Steel per Markups SK's

CONTRACT TITLE:

Submittal 055000-01 Mezzanine SK's

Decker Center Renovations -Richland County Project - RC-PS-535
The Boudreaux Group Project No. - R-738-11

Submittal 055001-01 Skylight Framing Detail
Joist Seat at CMU SK Subm 052000-1B
Add Two Columns & Ftgs for Mezz Support

DESCRIPTION:

Added Structural Steel Details - Submittals 055000-1 Sk 1-4

Added Steel Details - Subm 052000-1B SK 1 Joist Seat

Revisions/Comments

1. Direct Materials				\$570.80	
2. Sales Tax on Materials	8	% of line 1	8%	\$45.66	
3. Direct Labor				\$573.00	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$200.55	
5. Rental Equipment				\$215.00	
6. Sales Tax on Rental Equipment	8	% of line 5	8%	\$17.20	
7. SUBTOTAL					\$1,622.21

Prime Remarks:

D&T Steel Misc. Adds and Two Columns

Add Cmu Fill cell work for Beam Mods at Skylight & Joist Bearing per SK's

Add Two Columns and Ftgs for Mezz per notes Shts E1-AB1

Ref Submittal 055000-01 7 Sks

SUB-CONTRACTOR(S)'S WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					\$2,914.00
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					\$2,914.00

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work				\$1,622.21	
18. Subcontractor's Work (from Line 16)				\$2,914.00	
19. SUBTOTAL (add Lines 17 & 18)					\$4,536.21
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18		\$206.89	
21. Prime's Overhead & Profit	15	% of line 17		\$243.33	
22. Bond	1.05			\$52.36	
23. TOTAL COST (Add Lines 19 - 22)					\$4,986.44

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 9/2/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-012

DATE: 9/2/2015

Add Struct Steel per Markups SK's

CONTRACT TITLE:

Submittal 055000-01 Mezzanine SK's

Decker Center Renovations -Richland County Project - RC-PS-535

Add one Ftg for Mezz Column

DESCRIPTION:

Added Structural Steel Details - Submittals 055000-1 Sk 1-4

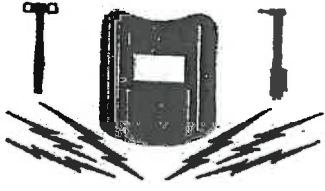
Added Steel Details - Subm 052000-1B SK 1 Joist Seat

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit	Rate	Total
Layout CMU, Demo & Cuts	2	Hr			\$18.00	\$36.00			
Anchor Bolts 2 Sets & Install	2	Ea	\$18.00	\$36.00	\$32.00	\$64.00			
Field Engineering-Documents	2	Hrs	\$2.00	\$4.00	\$23.00	\$46.00			
Sk1-4									
Sawcut CMU for Demo & Patch	60	LF	\$0.75	\$45.00	\$0.65	\$39.00			
Add 1" Fill Cell Ceiling level for BndBmStl Detail	60	SF	\$2.83	\$169.80	\$1.00	\$60.00	1	\$55.00	\$55.00
Joist Seat CMU Fill Cells SK	0.4	CY	\$175.00	\$70.00					
Excav and Add Column Ftg at Mezz -2Ea	2	Ea	\$105.00	\$210.00	\$55.00	\$110.00	2	\$45.00	\$90.00
Demo & Cleanup	4	Hrs	\$1.50	\$6.00	\$32.00	\$128.00	2	\$35.00	\$70.00
CMU Patch work @ Fill cells	2	HR	\$15.00	\$30.00	\$45.00	\$90.00			
DIRECT Prime Contractor's TOTALS				\$570.80		\$573.00			\$215.00

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
8/20/2015									
D&T Steel COR 03 Subm 055000-01 SK's	1	EA	\$2,114.00	\$2,114.00					
Additional Steel & Details and Install per SK's									
Matls Costs D&T	1	Ea.	\$800.00	\$800.00					
Labor Costs D&T									
Add two columns for Mezz per Sht E1/AB4									
DIRECT Subcontractor 1 TOTALS				\$2,914.00					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									



D & T Steel, Inc.

225 Northcutt Road
Pelion, S C 29123

Phone: (803) 894-6005

Fax: (803) 894-4431

AISC Certified Fabricator & Erector



August 20, 2015

Larry Heim, HG Reynolds

We are pleased to quote you on the 15052 Richland County Decker Center Remodel, as follows:

COR 3 Material Added Per Mark-Up Approvals

Submittal #055000-1: Post added per Mark-Up Approval Drawings at Mezzanine

Submittal #055001-01: Gridline 24 - Skylight Decker Detail

+052000-1B SMD

Material	1163.00
Labor	405.00
Detailing	50.00
Paint	100.00
P&O	258.00
Tax	138.00
	<u>2114.00</u>

Installation 800.00

TOTAL COR \$2,914.00 Please send change order to proceed.

Please call for price breakdown prior to issuing a purchase order/sub-contract. Bond rate is 1.0 %.

NOTE: Material was estimated per scale as shown on plans. We are not responsible for any dimensional changes pertaining to any drawings listed as being used for our estimate. Any dimensional changes that conflict with our estimate will require a price adjustment. Specs., no alternate &/or addendums noted.

Price good for thirty days. All material shown subject to escalation at time of shipment.

Price based on availability and price from the mills. Verify price prior to P.O./Contract

We are AISC Certified For Steel Building Structures and Erection.

Price void if not used as package with erection. Shop priming only. Tax included.

*** Pricing & availability of steel is changing almost daily. Please verify price before issuing P. O./contract. If there is an increase, then a change order will have to be issued.

Exception taken to any clause in the contract specifications that excludes our right for additional fees due to changes in the contract drawings and/or revisions made to shop drawings by any other party. There will be only one copy of shop / field welding specifications and procedures mailed to the GC, once job has been awarded, unless otherwise stated in specs.

EXCLUSIONS:

Grouting	Any material not listed above
Security Mesh	All Metal Building Component
Supports/Equipment Railing	Lt. Gauge Framing
Engineering	All Field & Shop Testing
Glass Hand Rail	Setting of Anchor Bolts
Deformed Bars	Lt. Gauge Framing Demolition
All Pre-cast Connection/Embeds	PVC Clamps
Welding of Brick Ties	
Simpson Connectors	Safety Cable
Erection of Pipe Bollards	

Safety Cabling
Lt. Ga. Trusses
Install/Welding of Lintels
Setting of Leveling Nuts
Removing Walls
Trench Cover
Angle Support @ Ceiling Grid
Installation or welding of lintels
Supply & Installation of safety cables
All embed plates in tilt up walls

Any Concrete/Post at Gates
All Nosings
A Bolts @ Pipe
Z - Purlins
Shoring
Pipe Supports
Chain Link
Field Measurements
Installation of Ladders
All Alum. Canopies

All items shop coat primed unless otherwise noted. Purchase order required.

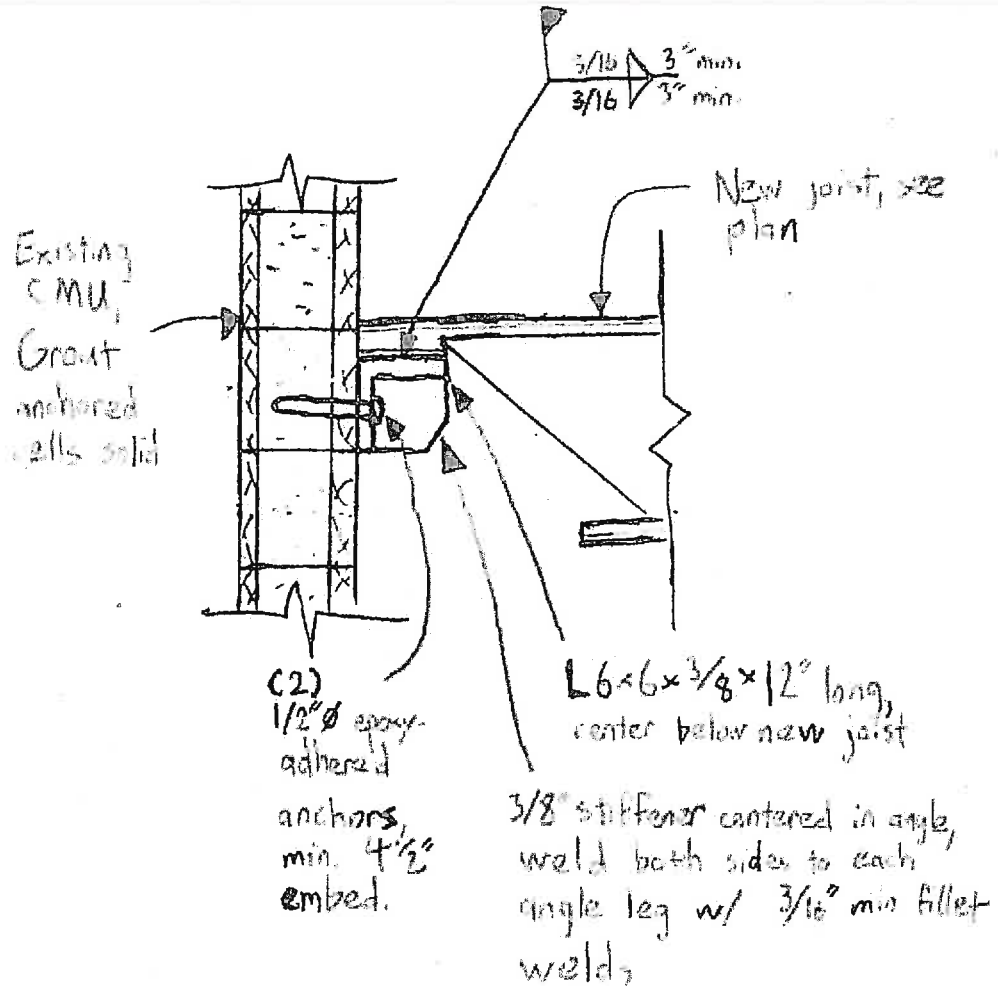
Price based on us being supplied with one set of contract drawings and specifications, and us returning five copies for field use. If there is joist and deck on the project, three sets of contract drawings and specifications will be needed. There will be an extra charge for sepias, if requested.

TERMS: Discount .5% if paid in ten days/net thirty. Any amounts after thirty days are subject to 1.5% interest. Interest and any fees incurred to collect invoices are your responsibility. Your time and consideration is greatly appreciated.

Sincerely, Travis Crumpton



052000-1B
SK-1 6/9/15



New Joist to Existing CMU Detail

Scale: NTS

SHOP DRAWING REVIEW

PROJECT: Decker Center Renovations
Richland County Government

DESCRIPTION: D&T Steel Beams & Cols
Fabrication Shop Dwgs
-D1-37.AB1-4.E1-6 dated 5/14/15

SUBMITTAL #: 055000-01

SPECIFICATION #: 055000-01

CONTRACTOR REVIEW

REVIEWED	
NOTE MARKINGS	✓
REJECTED-RESUBMIT	

Review is for general conformance with the contract documents. Markings or comments shall not be construed as relieving the Submitter from compliance with the project plans and specifications. The Submitter remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.

Dwgs 1-37,AB1-4,E1-6 D&T Steel- Field Dim and Verify requ:

By: lwh

Date: 6/11/15

ENGINEER APPROVAL

Chao and Associates, Inc.

- No Exceptions Taken
- Exceptions Noted
- Revise And Resubmit
- Rejected

Reviewing is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the work of all trades. Approval of a specific item does not indicate approval of an assembly of which the item is a component.

By: CJH

Date: 6/26/15

ARCHITECT APPROVAL

TRANSMITTAL

To: Larry Heim
Company: H.G. Reynolds
From: Justin Lucas, AIA
Project #: R-738-11
Project Name: Decker Center Remodel
Date: 6/26/2015

SUBMITTAL #	DATE RECEIVED	DESCRIPTION	COMMENTS
055000-01	6/16/2015	Metal Fabrications Shop Drawings	

<input type="checkbox"/>	<i>No Exceptions Taken</i>
<input checked="" type="checkbox"/>	<i>Make Corrections Noted</i>
<input type="checkbox"/>	<i>Amend and Resubmit</i>
<input type="checkbox"/>	<i>Resubmit Copies for Approval</i>
<input type="checkbox"/>	<i>Rejected</i>

Checking in ONLY for general conformance with the design concept of the project.
 Contractor is responsible for all dimensions and confirming that all requirements of the Contact Documents are met. Contractor is also responsible for coordination with all other trades, field coordination and conditions on the job, and for complying with all applicable codes and laws.

Additional Comments:

Justin Lucas, AIA
 Architect
 The Boudreaux Group, Inc.
 803-799-0247

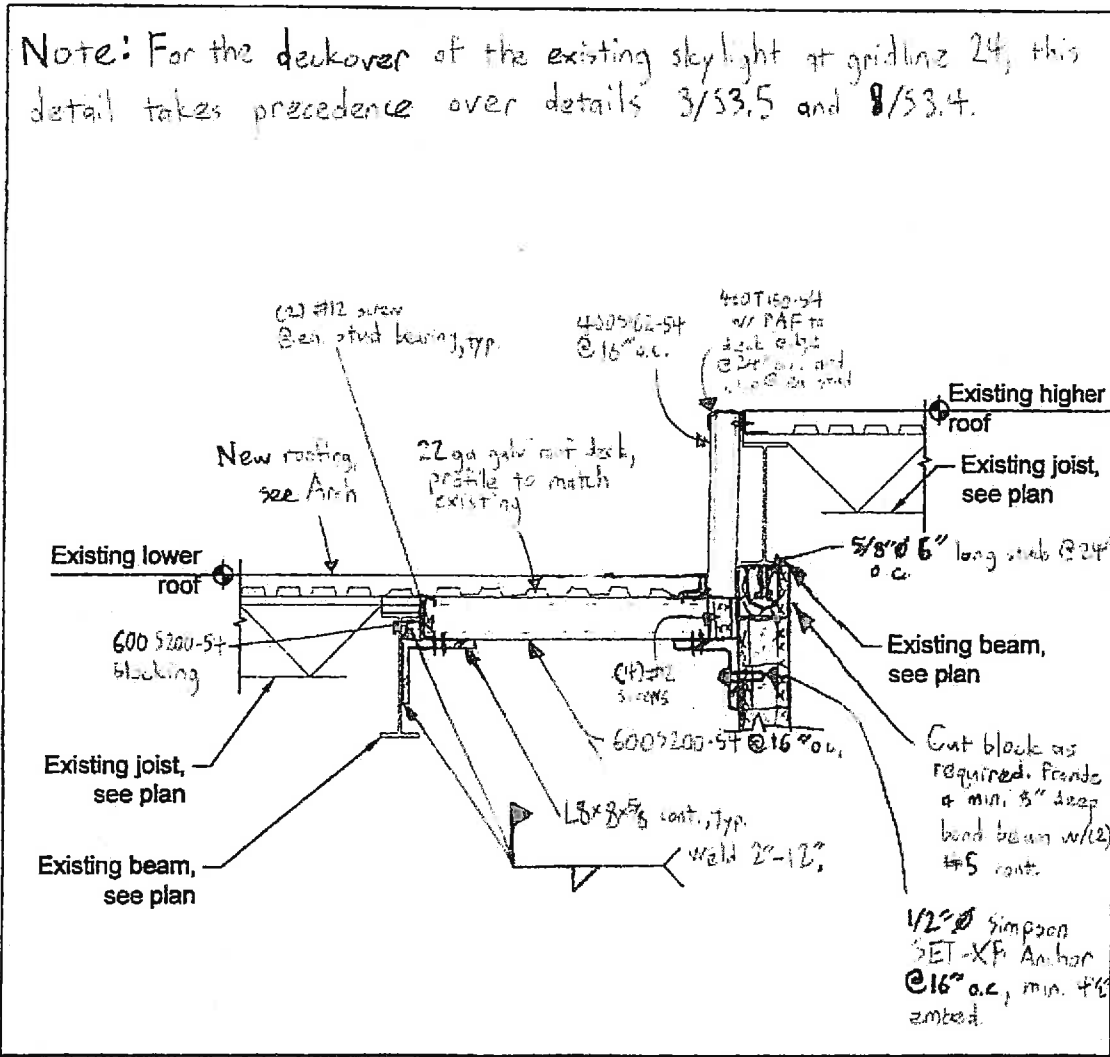
**Justin
 Lucas, AIA**

Digitally signed by Justin Lucas, AIA
 DN: cn=Justin Lucas, AIA, o=The
 Boudreaux Group, ou,
 email=j.lucas@boudreauxgroup.co
 m, c=US
 Date: 2015.06.26 11:42:08 -0400

055000-01(AAN)
 6/16/15
 SK's and Schmitt

SK-6

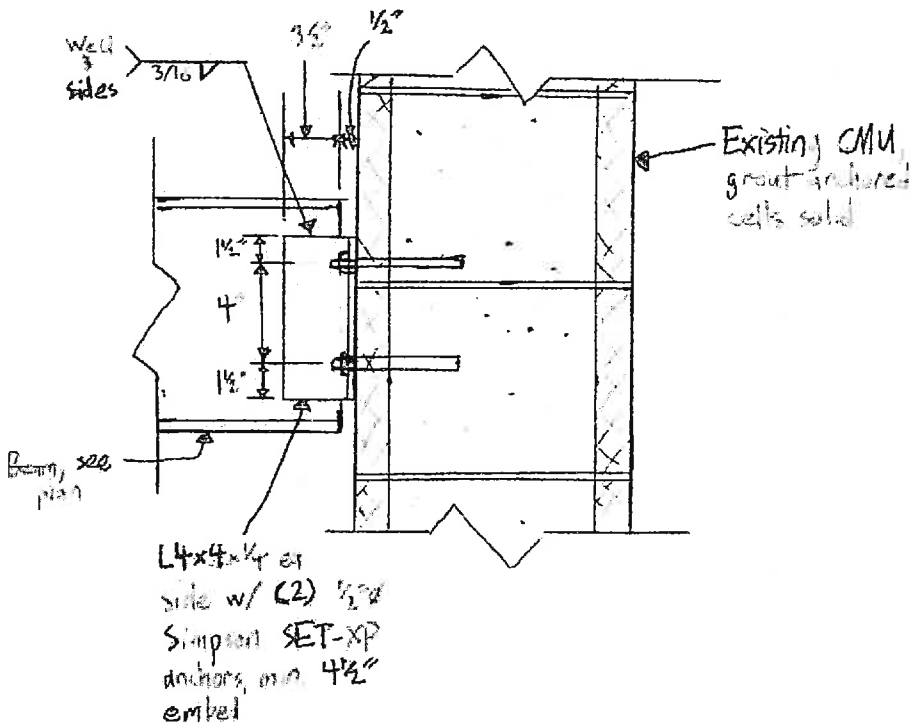
Note: For the deckover of the existing skylight at gridline 24, this detail takes precedence over details 3/53.5 and 8/53.4.



Gridline 24 Skylight Deckover Detail

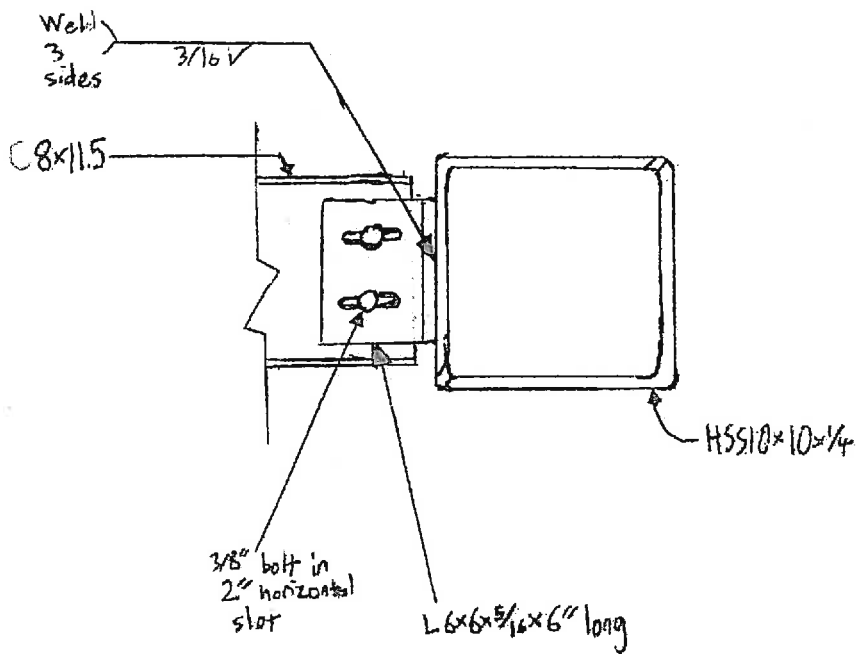
Scale: NTS

053000-01
6116115 SK2



Beam to Existing CMU Connection Detail
Scale: NTS

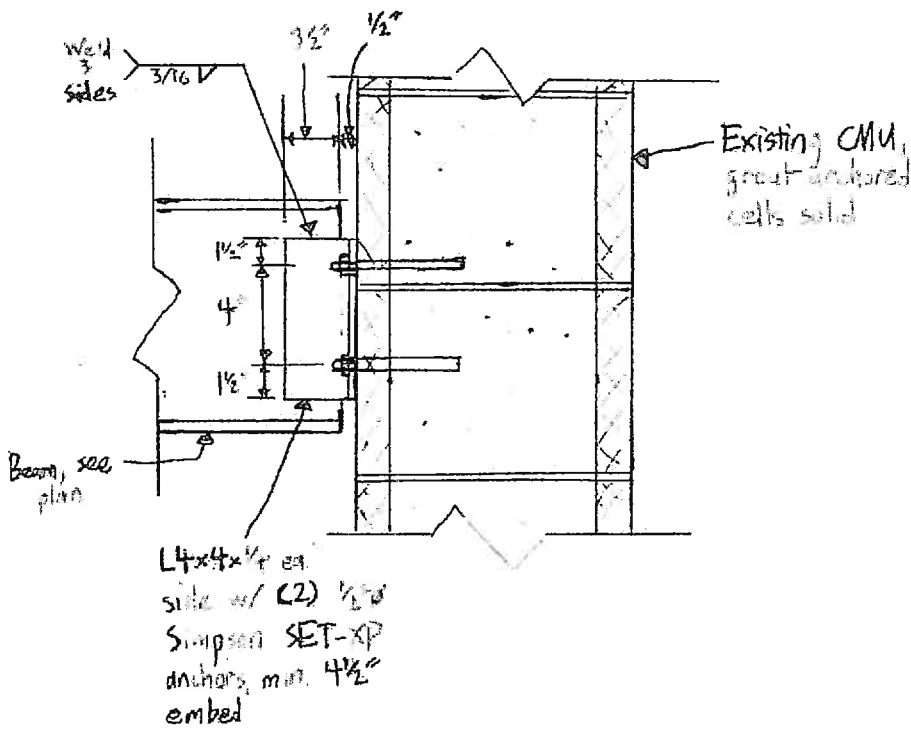
055000-01
6/16/18 SRS



Channel Connection at
Rear of Vestibule

Scale NTS

05500-01
6/16/15 SK4



Beam to Existing CMU Connection Detail
Scale: NTS

TRANSMITTAL

To: Larry Heim
 Company: H.G. Reynolds
 From: Justin Lucas, AIA
 Project #: R-738-11
 Project Name: Decker Center Remodel
 Date: 6/26/2015

SUBMITTAL #	DATE RECEIVED	DESCRIPTION	COMMENTS
055000-01	6/16/2015	Metal Fabrications Shop Drawings	

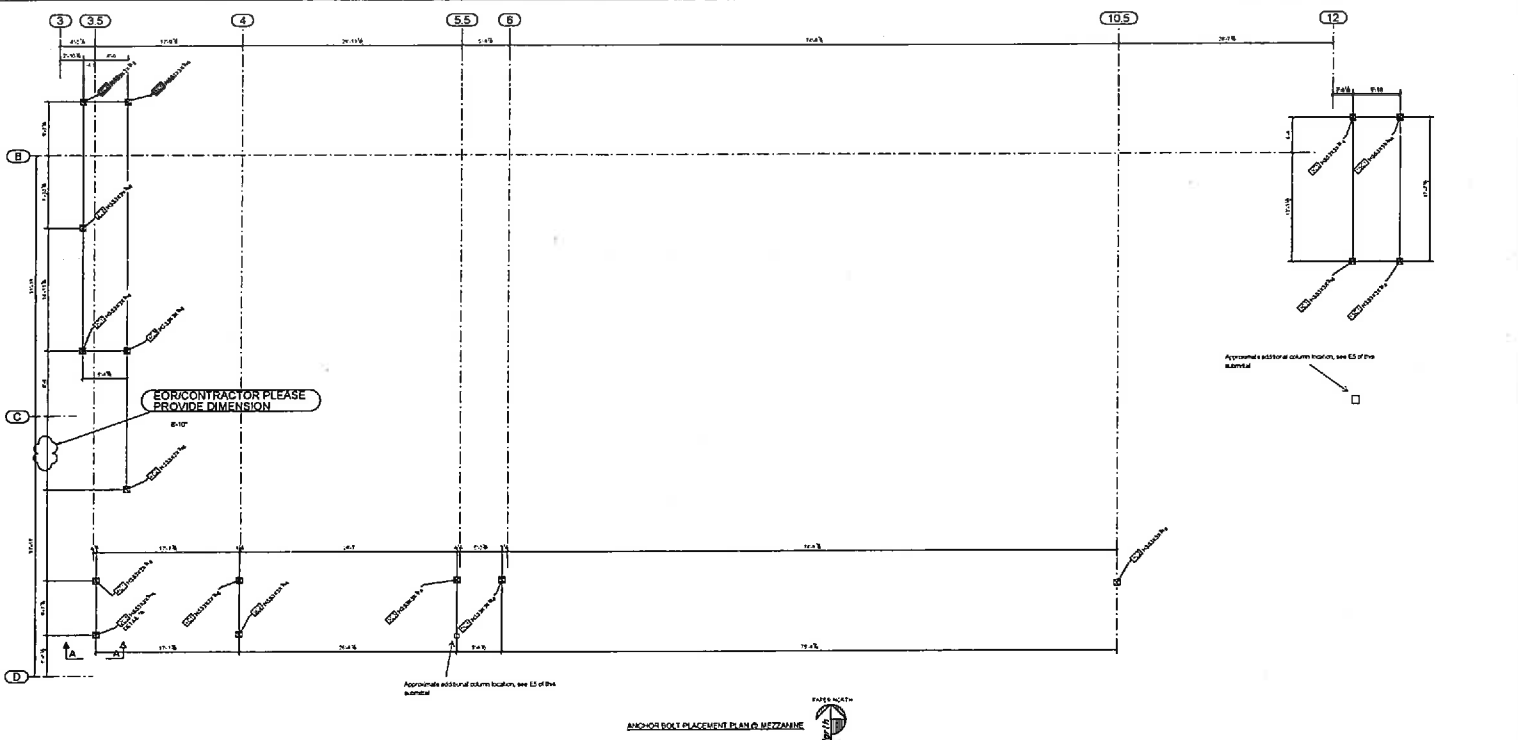
<input type="checkbox"/>	<i>No Exceptions Taken</i>
<input checked="" type="checkbox"/>	<i>Make Corrections Noted</i>
<input type="checkbox"/>	<i>Amend and Resubmit</i>
<input type="checkbox"/>	<i>Resubmit Copies for Approval</i>
<input type="checkbox"/>	<i>Rejected</i>

Checking in ONLY for general conformance with the design concept of the project.
 Contractor is responsible for all dimensions and confirming that all requirements of the Contact Documents are met. Contactor is also responsible for coordination with all other trades, field coordination and conditions on the job, and for complying with all applicable codes and laws.

Additional Comments:

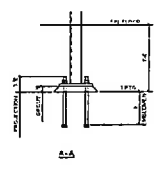
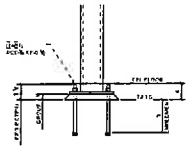
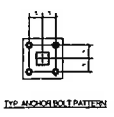
Justin Lucas, AIA
 Architect
 The Boudreaux Group, Inc.
 803-799-0247

Justin Lucas, AIA
Digitally signed by Justin Lucas, AIA
 DN: cn=Justin Lucas, AIA, o=The Boudreaux Group, ou, email=j.lucas@boudreauxgroup.com, c=US
 Date: 2015.06.26 11:42:08 -0400



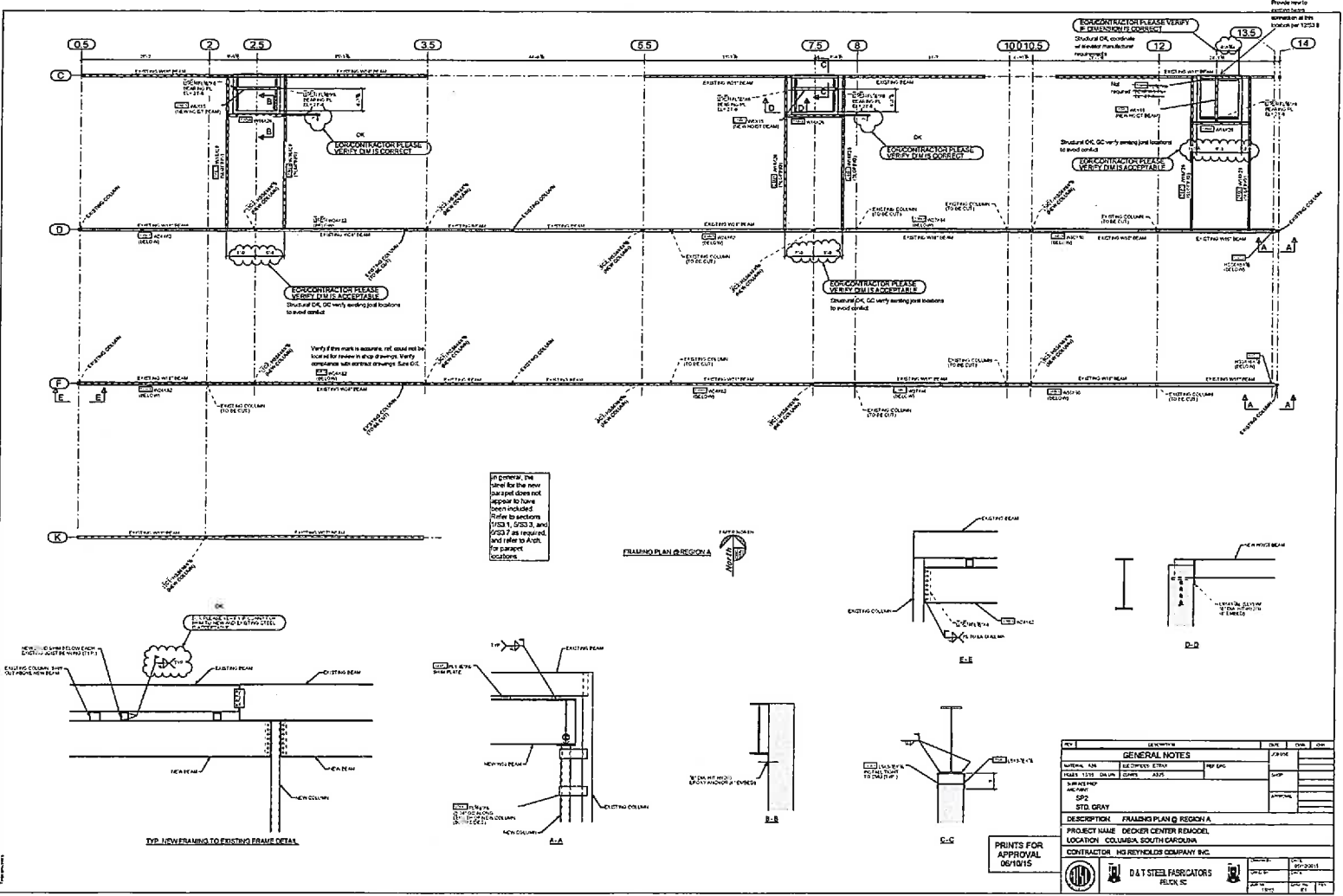
ANCHOR BOLT PLACEMENT PLAN @ MEZZANINE

CONTRACTOR PLEASE VERIFY THE EXISTING FOOTING ELEVATION FOR ALL NEW COLUMNS WILL BE 4" BELOW FINISH FLOOR



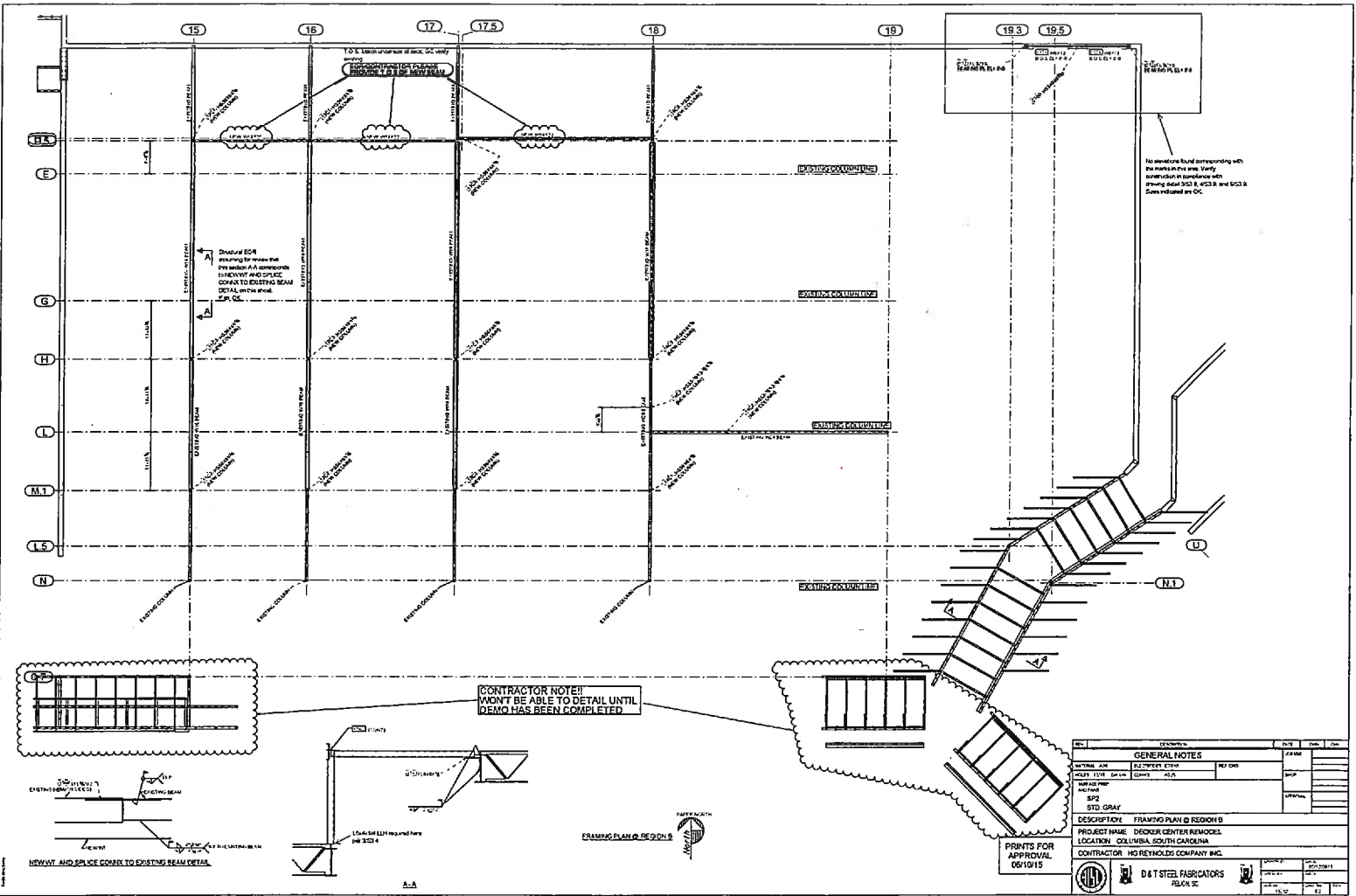
PRINTS FOR APPROVAL 06/10/15

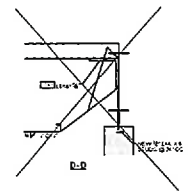
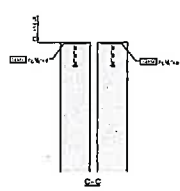
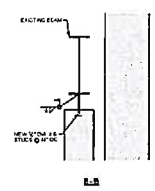
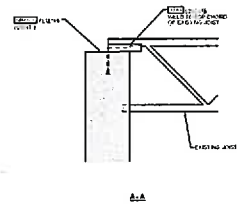
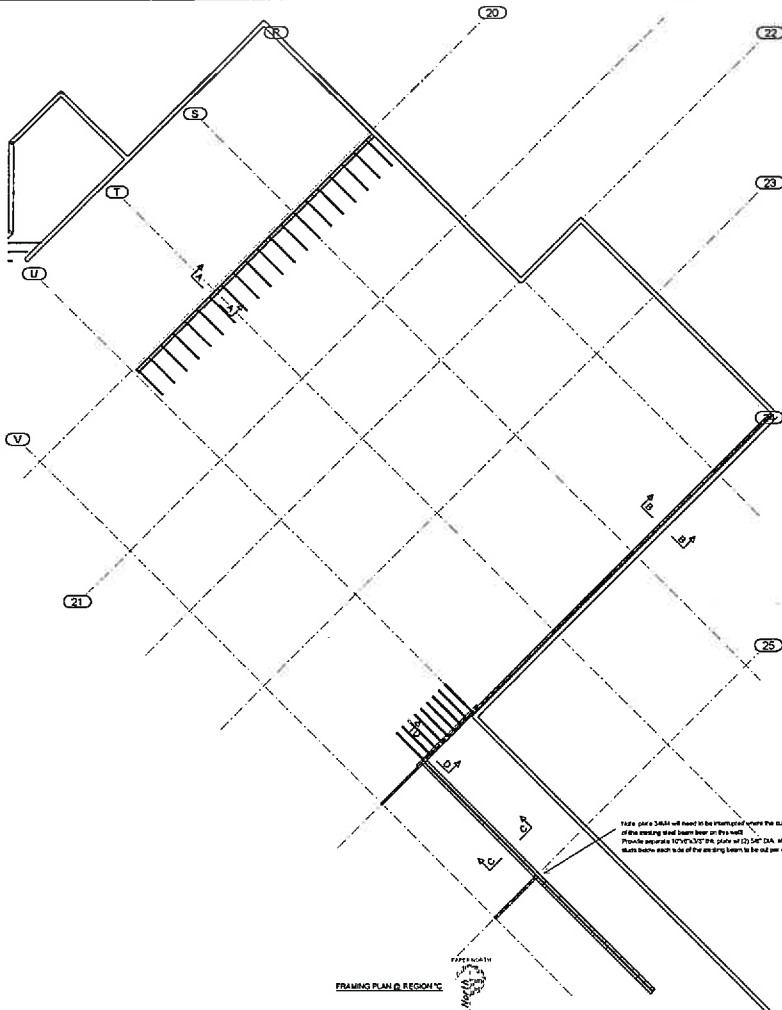
REV.	DESCRIPTION	DATE	BY	CHKD.
GENERAL NOTES				
1	REVISION			
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96	REVISION			
97	REVISION			
98	REVISION			
99	REVISION			
100	REVISION			



In general, the size for the new post and does not appear to have been included. Refer to sections 1103.1, 1103.2, and 1103.3 as required, and refer to Arch. for panel locations.

GENERAL NOTES			
DATE	REVISION	NO.	BY
MATERIAL	SEE SPECIES	ENTRY	REF. G.C.
TABLE 1103.1	TABLE 1103.2	TABLE 1103.3	TABLE 1103.4
TABLE 1103.5	TABLE 1103.6	TABLE 1103.7	TABLE 1103.8
TABLE 1103.9	TABLE 1103.10	TABLE 1103.11	TABLE 1103.12
TABLE 1103.13	TABLE 1103.14	TABLE 1103.15	TABLE 1103.16
TABLE 1103.17	TABLE 1103.18	TABLE 1103.19	TABLE 1103.20
TABLE 1103.21	TABLE 1103.22	TABLE 1103.23	TABLE 1103.24
TABLE 1103.25	TABLE 1103.26	TABLE 1103.27	TABLE 1103.28
TABLE 1103.29	TABLE 1103.30	TABLE 1103.31	TABLE 1103.32
TABLE 1103.33	TABLE 1103.34	TABLE 1103.35	TABLE 1103.36
TABLE 1103.37	TABLE 1103.38	TABLE 1103.39	TABLE 1103.40
TABLE 1103.41	TABLE 1103.42	TABLE 1103.43	TABLE 1103.44
TABLE 1103.45	TABLE 1103.46	TABLE 1103.47	TABLE 1103.48
TABLE 1103.49	TABLE 1103.50	TABLE 1103.51	TABLE 1103.52
TABLE 1103.53	TABLE 1103.54	TABLE 1103.55	TABLE 1103.56
TABLE 1103.57	TABLE 1103.58	TABLE 1103.59	TABLE 1103.60
TABLE 1103.61	TABLE 1103.62	TABLE 1103.63	TABLE 1103.64
TABLE 1103.65	TABLE 1103.66	TABLE 1103.67	TABLE 1103.68
TABLE 1103.69	TABLE 1103.70	TABLE 1103.71	TABLE 1103.72
TABLE 1103.73	TABLE 1103.74	TABLE 1103.75	TABLE 1103.76
TABLE 1103.77	TABLE 1103.78	TABLE 1103.79	TABLE 1103.80
TABLE 1103.81	TABLE 1103.82	TABLE 1103.83	TABLE 1103.84
TABLE 1103.85	TABLE 1103.86	TABLE 1103.87	TABLE 1103.88
TABLE 1103.89	TABLE 1103.90	TABLE 1103.91	TABLE 1103.92
TABLE 1103.93	TABLE 1103.94	TABLE 1103.95	TABLE 1103.96
TABLE 1103.97	TABLE 1103.98	TABLE 1103.99	TABLE 1103.100

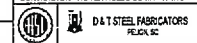


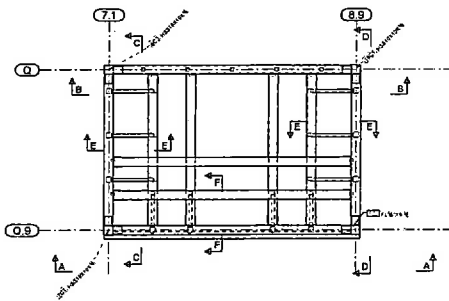


See attached
 Schedule of Work
 Disclosure Detail for
 Section

REV	DESCRIPTION	DATE	BY	CHK
GENERAL NOTES				
1	GENERAL NOTE			
2	GENERAL NOTE			
3	GENERAL NOTE			
4	GENERAL NOTE			
5	GENERAL NOTE			
6	GENERAL NOTE			
7	GENERAL NOTE			
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25	GENERAL NOTE			

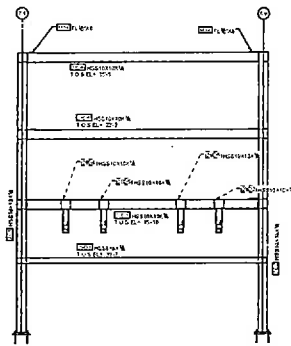
PRINTS FOR
 APPROVAL
 06/10/15



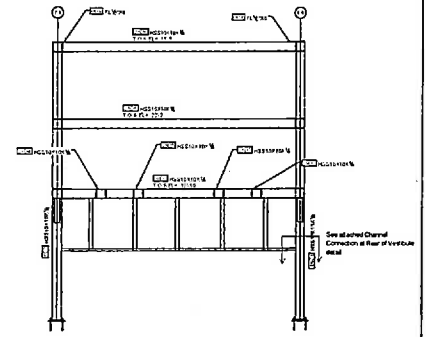


FRAMING PLAN @ ENTRY VESTIBULE

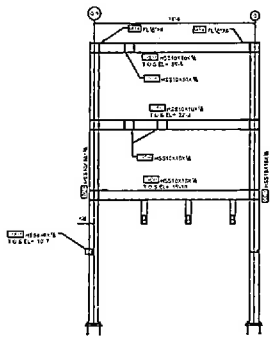
Verify 12" x 8" 1/2" steel plates shown in the typical moment connection 303.4 shall be provided, typical 12 locations



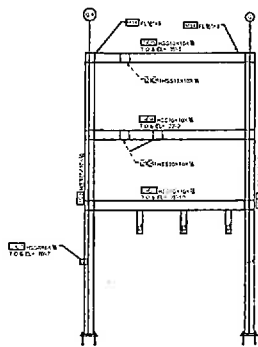
A-A



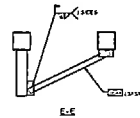
B-B



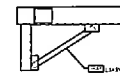
C-C



D-D

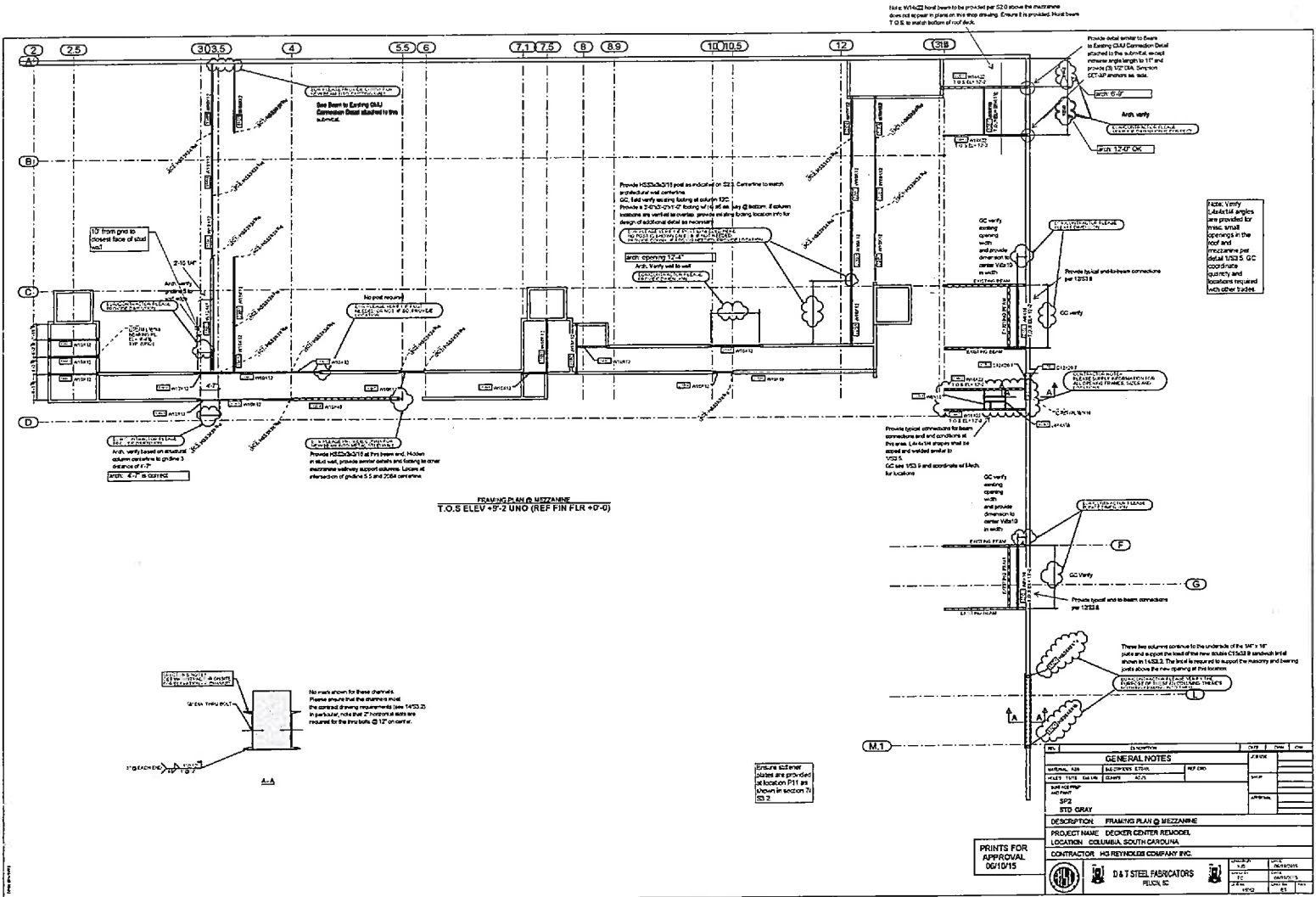


E-E



F-F

REV	DESCRIPTION	DATE	BY	CHK
GENERAL NOTES				
1	GENERAL NOTES			
2	GENERAL NOTES			
3	GENERAL NOTES			
4	GENERAL NOTES			
5	GENERAL NOTES			
6	GENERAL NOTES			
7	GENERAL NOTES			
8	GENERAL NOTES			
9	GENERAL NOTES			
10	GENERAL NOTES			
DESCRIPTION: FRAMING PLAN @ ENTRY VESTIBULE				
PROJECT NAME: DECKER CENTER RENOVEL				
LOCATION: COVINGDA, SOUTH CAROLINA				
CONTRACTOR: HQ REYNOLDS COMPANY INC				
PRINTS FOR APPROVAL 06/10/15				
		D & T STEEL FABRICATORS FLORENCE, SC		



FRAMING PLAN @ MEZZANINE
T.O.S. ELEV. +9'-2" UNO (REF FIN FLR +0'-0")

No notes shown for these details. Please ensure that the dimensions and the overall framing measurements (see T.O.S.D. in particular, note that 2" nominal clear are required for the two both @ 12" on center.

Ensure all notes placed are provided at location 7.1.1 as shown in section 7.1.1.1

14# x 14# x 1/2" floor joist to be provided per 220 above the mezzanine down and appear in plan on this sheet showing. Ensure it is provided. Must be 1" O.C. in total bottom of floor joist.

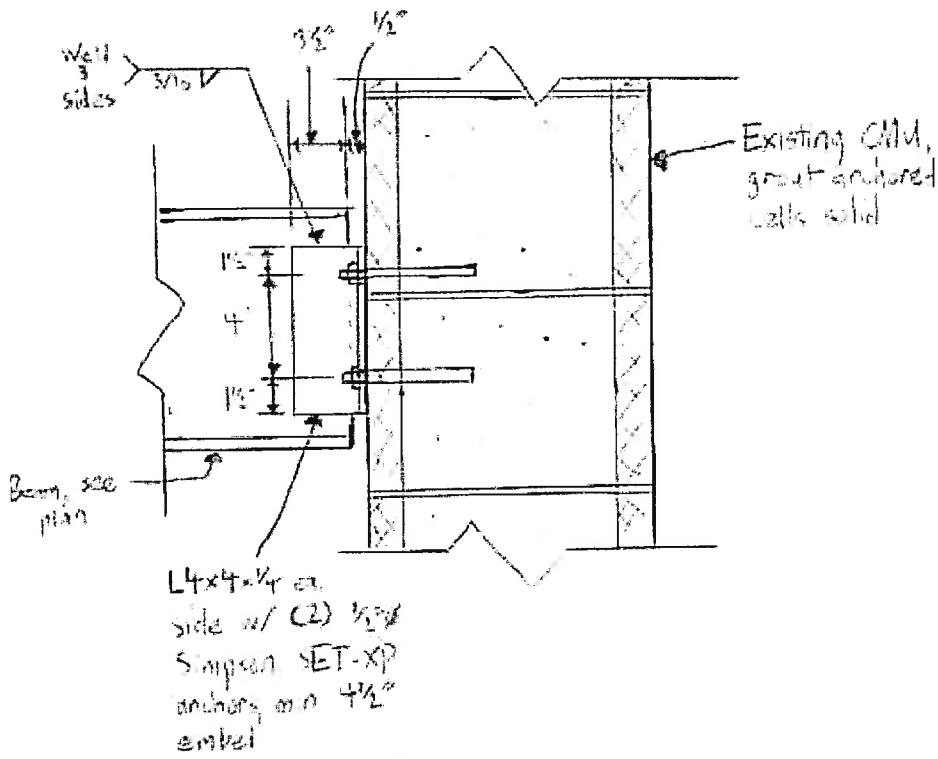
NOTE: Verify calculated angles are provided for these small openings in the roof and mezzanine per detail T205.5 GC coordinate quantity and locations required with other trades.

PRINTS FOR APPROVAL 06/10/15

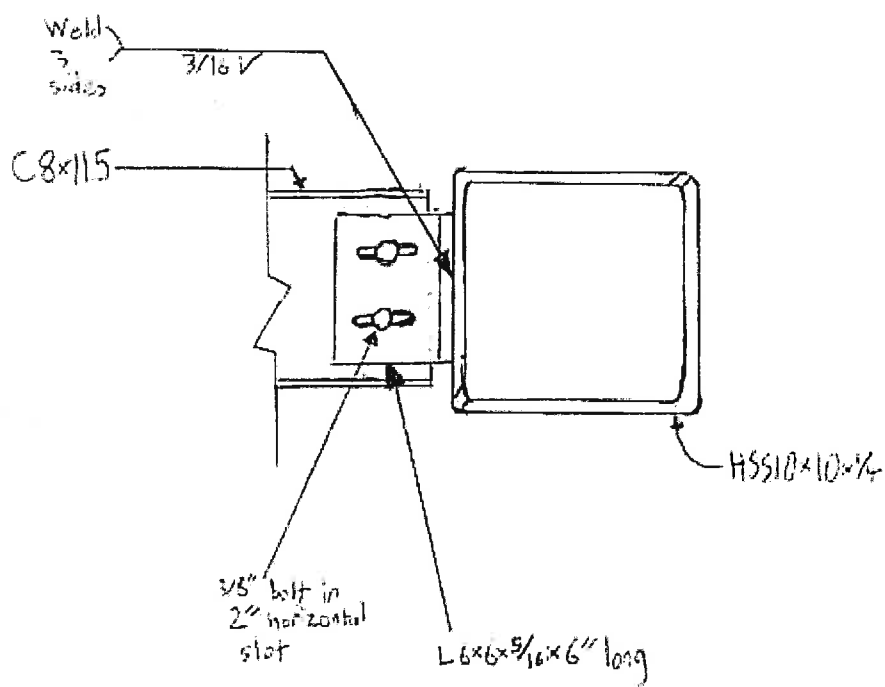
NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	06/10/15
2	ISSUED FOR PERMITS	06/10/15
3	ISSUED FOR PERMITS	06/10/15
4	ISSUED FOR PERMITS	06/10/15
5	ISSUED FOR PERMITS	06/10/15
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9	ISSUED FOR PERMITS	06/10/15
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15	ISSUED FOR PERMITS	06/10/15
16	ISSUED FOR PERMITS	06/10/15
17	ISSUED FOR PERMITS	06/10/15
18	ISSUED FOR PERMITS	06/10/15
19	ISSUED FOR PERMITS	06/10/15
20	ISSUED FOR PERMITS	06/10/15

GENERAL NOTES

PROJECT NAME: DECKER CENTER RENOVATION
 LOCATION: COLUMBIA, SOUTH CAROLINA
 CONTRACTOR: HG REYNOLDS COMPANY INC.
 D & T STEEL FABRICATORS
 FLEMING, SC



Beam to Existing CMU Connection Detail
Scale: NTS



Channel Connection at
Rear of Vestibule

Scale NTS

CUMMING

October 28, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 10 – Add Foundations & Retaining Wall

Dear Chad –

Attached please find HG Reynolds PCO 10. This PCO is a “conditions” related item which includes adding foundation and a short CMU retaining wall at the front of Area B where elevations change, per the attached RFI and associated detail. The attached represents HGR’s formal proposal for this request in the amount of \$7,812.00.

We have reviewed this with the Project Team and find this proposal reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,



David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065 -010

DATE: 9/2/2015

Add Ret Wall & CMU

CONTRACT TITLE:

Submittal 033000-11 Add CMU

Decker Center Renovations -Richland County Project - RC-PS-535

RFI 22 Add Ftg & Walls

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Add Foundations and CMU Fill Cell walls at CL U/20 & W20/21 per 033000-11 Notes, Add Ret Wall & Ftg per RFI 22 @ CL P 19 18.5

				Revisions/Comments	
1. Direct Materials				\$2,147.00	
2. Sales Tax on Materials	8	% of line 1	8%	\$171.76	
3. Direct Labor				\$2,346.90	
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%	\$821.42	
5. Rental Equipment				\$1,210.00	
6. Sales Tax on Rental Equipment	8	% of line 5	8%	\$96.80	
7. SUBTOTAL					\$6,793.88

Prime Remarks:

Add Ftgs and Fill Cell Reinf CMU walls at 3 locations per Rfi and Submittal Sk's
Submittal 033000-011 and Rfi 22 direction

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials				Incl	
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work				\$6,793.88	
18. Subcontractor's Work (from Line 16)					
19. SUBTOTAL (add Lines 17 & 18)				\$6,793.88	
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18			
21. Prime's Overhead & Profit	15	% of line 17		\$1,019.08	
22. Bond	1.05			\$82.04	
23. TOTAL COST (Add Lines 19 - 22)					\$7,812.96

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 9/2/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065 -010

DATE: 9/2/2015

Add Foundations and CMU Fill Cell walls at CL U/20 & W20/21 per 033000-11 Notes,

CONTRACT TITLE:

Add Ret Wall & Ftg per RFI 22 @ CL P 19 18.5

Decker Center Renovations -Richland County Project - RC-PS-535

DESCRIPTION:

Add Foundations and CMU Fill Cell walls at CL U/20 & W20/21 per 033000-11 Notes, Add Ret Wall & Ftg per RFI 22 @ CL P 19 18.5

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit	Rate	Total
Field Engineering-Documents	2		\$2.00	\$4.00	\$23.00	\$46.00			
Layout Ftgs /Walls	4				\$18.00	\$72.00			
Clean up	6	Hrs	\$1.00	\$6.00	\$32.00	\$192.00	2	\$35.00	\$70.00
Saw Cut	60	LF	\$0.50	\$30.00	\$1.00	\$60.00	2	\$25.00	\$50.00
Demo & Cleanup	10	SY	\$1.00	\$10.00	\$2.00	\$20.00	4	\$45.00	\$180.00
Excavate for Ftgs and Ret Walls 3 ea	12	Hrs	\$5.00	\$60.00	\$32.00	\$384.00	10	\$55.00	\$550.00
Backfill	4	Hrs			\$32.00	\$128.00	4	\$55.00	\$220.00
Form/Place/Finish/	5	CY	\$118.00	\$590.00	\$65.00	\$325.00			
CMU 8" w wire	242	EA	\$1.75	\$423.50	\$2.95	\$713.90	2	\$35.00	\$70.00
Grout Fill	4	CY	\$122.00	\$488.00	\$70.00	\$280.00	2	\$35.00	\$70.00
Reinf Steel F&I	630	LF	\$0.85	\$535.50	\$0.20	\$126.00			
DIRECT Prime Contractor's TOTALS				\$2,147.00		\$2,346.90			\$1,210.00

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
		EA Ea.							
DIRECT Subcontractor 1 TOTALS									

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

H. G. REYNOLDS COMPANY INC.

Building Contractors Since 1948

113 Contract Drive
Aiken, South Carolina 29801
Telephone: 803-641-1401
Fax: 803-641-1037

RFI

8/25/2015

The Boudreaux Group
1330 Lady Street
Columbia, SC 29201
Attention: Christopher Beard

Project: Decker Center Remodel
Architect Project Number: 12.131.00
State Project Number: 5065

RFI NO.:	22
DATE SENT:	8/25/2015
DATE REQ'D:	
SENT BY:	HG Reynolds Co, Inc

REQUEST

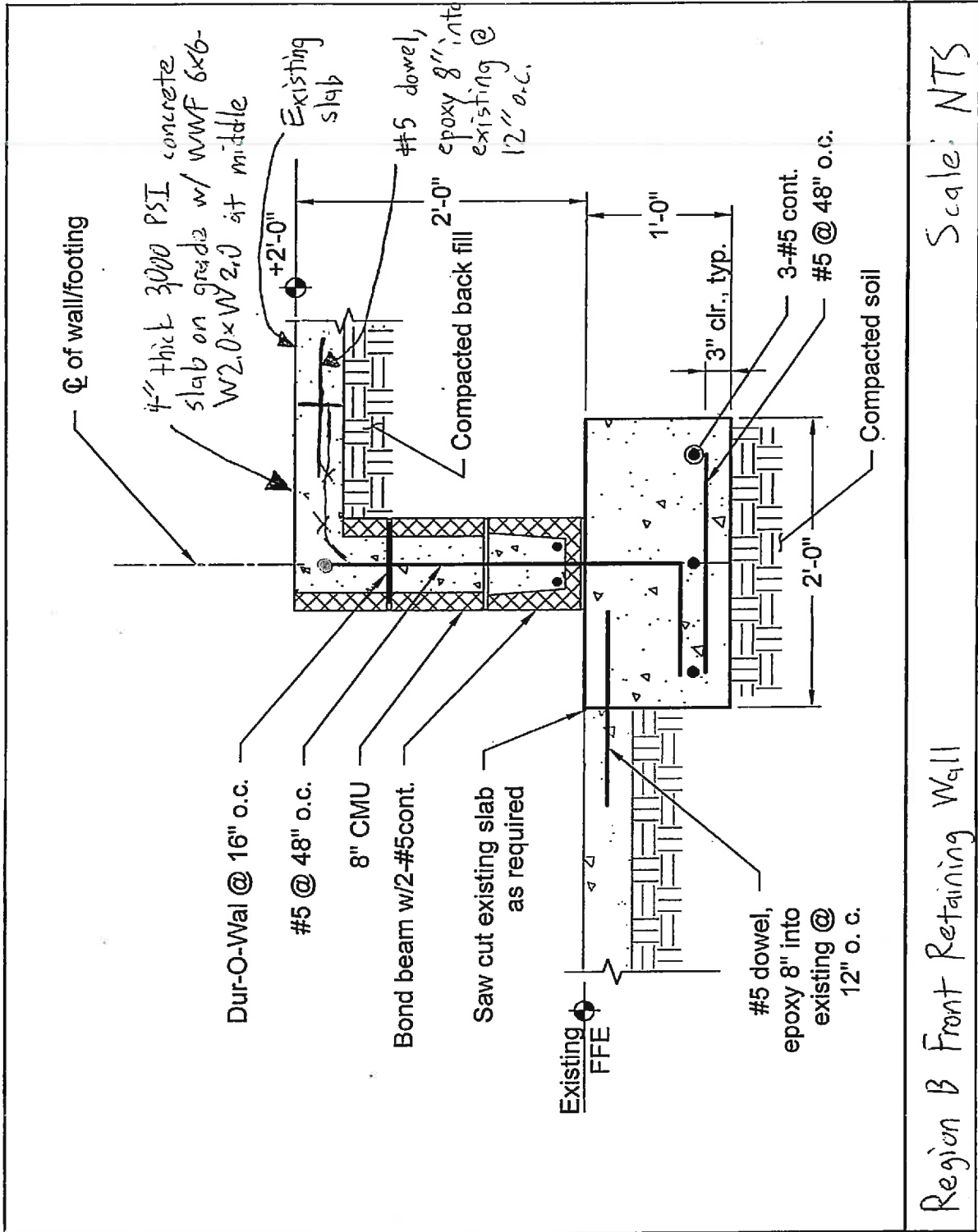
Please see attached S1.1. At the highlighted location, the elevation on one side of the wall increases by 2 ft and is currently to be supported by a sheetrock wall. On the other side of the stairs/ramp the increased elevation is supported by a footing and concrete retaining wall. We propose that a concrete wall footing and concrete retaining wall be placed in the highlighted area to support the new grade level. Please advise.

RESPONSE

Yes, a retaining wall should be provided at this location to support the new grade level. Please see the attached detail.

SIGNED: Caleb Hughes

DATE: 8/26/15



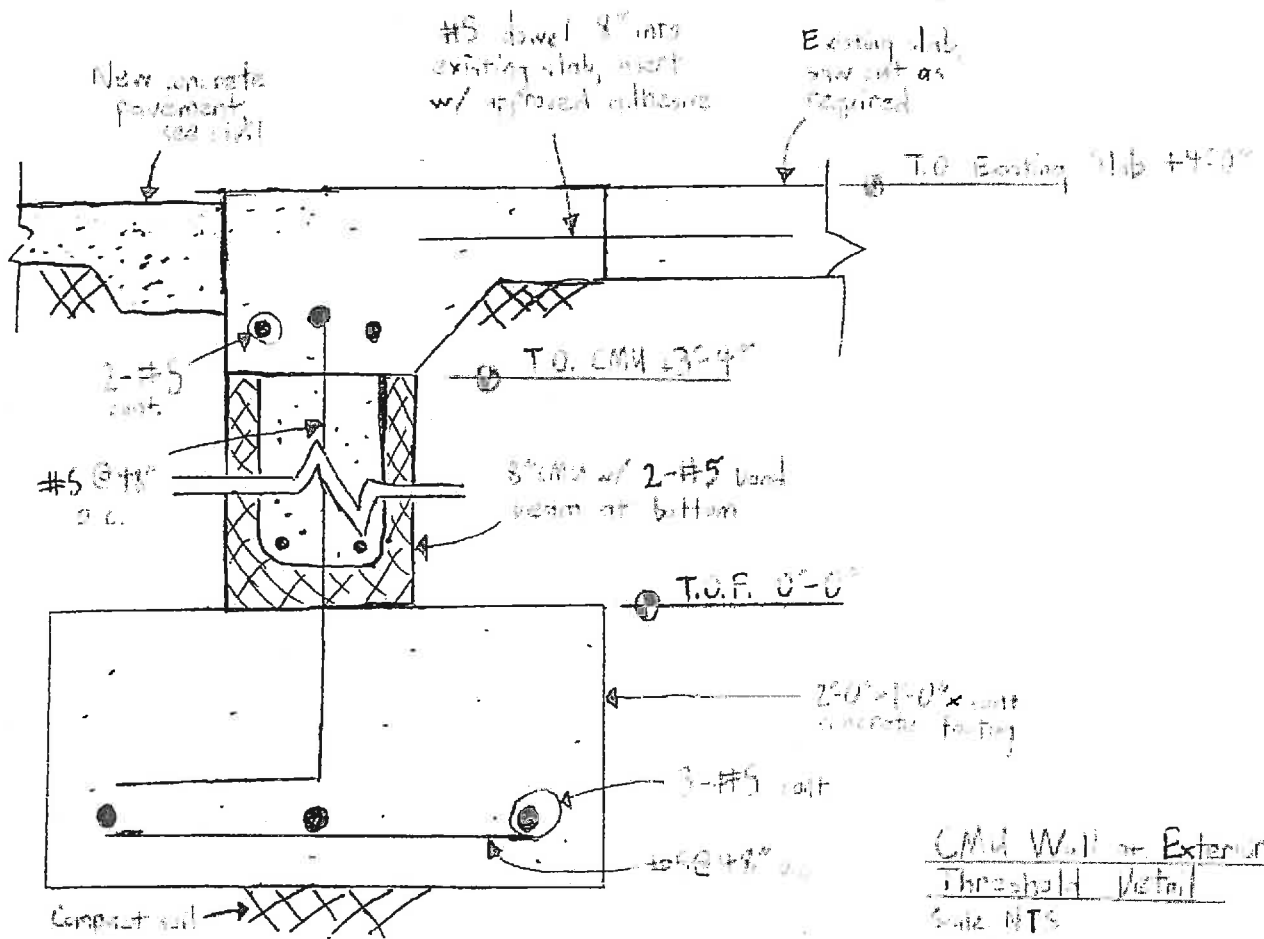
6118115

033000-11

Added Ret. wall / curb

CMU / FTG

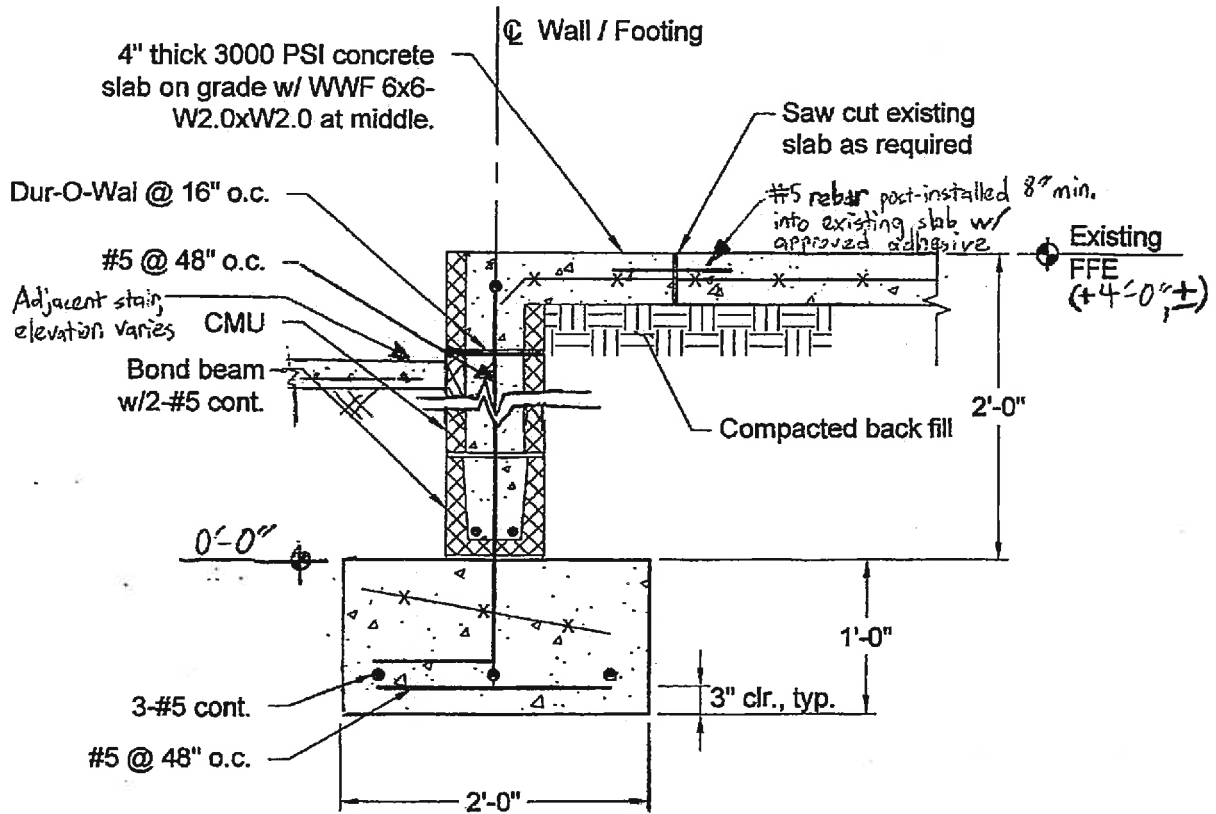
SK1



033000-11
ADD RET WALL

CMU
F1

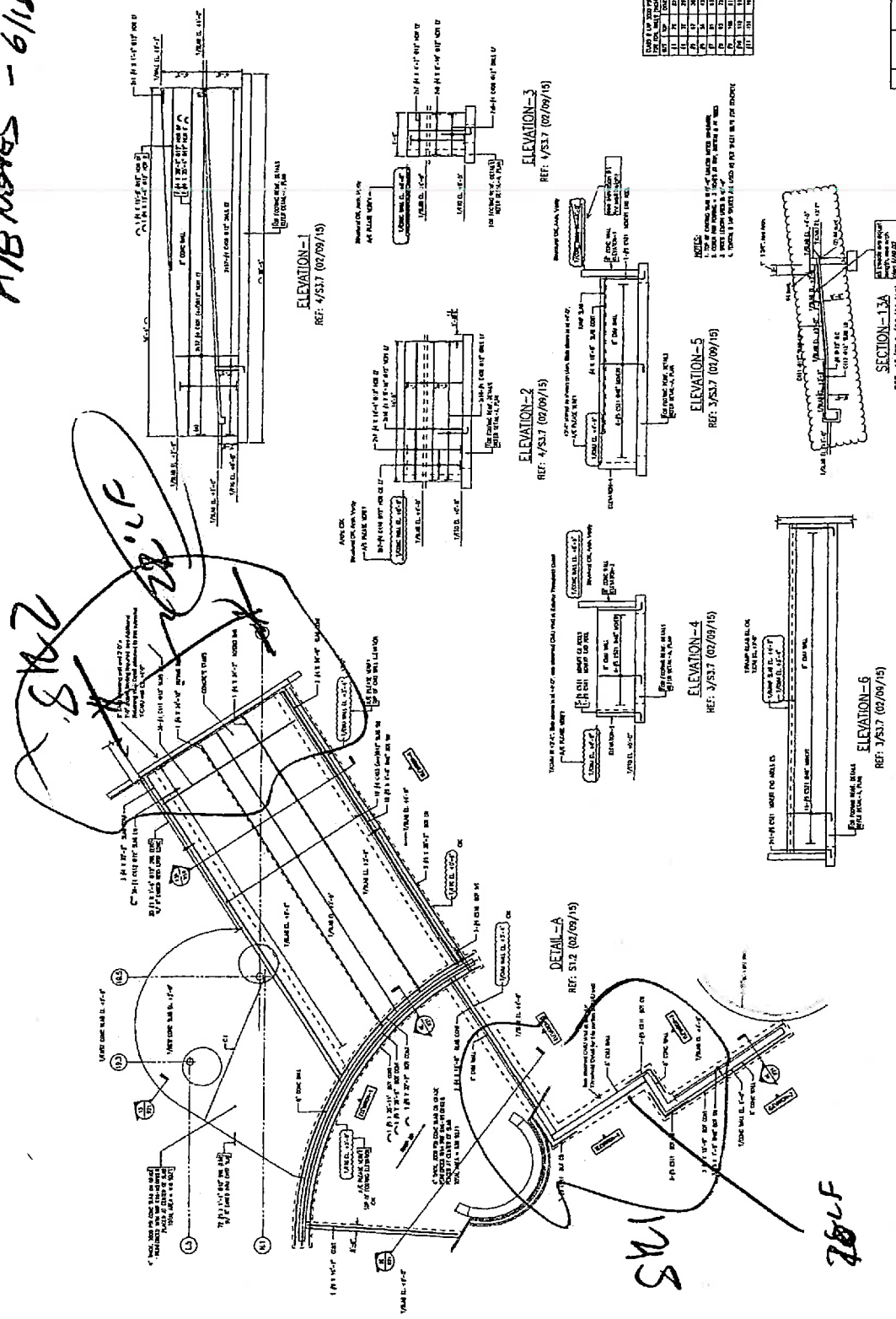
SK2



Additional Retaining Wall Detail

Scale: NTS

DSF 515 R16 03300-11-ANU
 MEMORANDUM - 6/1/15



REV	DATE	DESCRIPTION
1	07/09/15	ISSUED FOR PERMIT
2	07/09/15	REVISIONS
3	07/09/15	REVISIONS
4	07/09/15	REVISIONS
5	07/09/15	REVISIONS
6	07/09/15	REVISIONS
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20	07/09/15	REVISIONS

REV	DATE	DESCRIPTION	APPROVAL	SENT FOR
1	07/09/15	ISSUED FOR PERMIT		
2	07/09/15	REVISIONS		
3	07/09/15	REVISIONS		
4	07/09/15	REVISIONS		
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15	07/09/15	REVISIONS		
16	07/09/15	REVISIONS		
17	07/09/15	REVISIONS		
18	07/09/15	REVISIONS		
19	07/09/15	REVISIONS		
20	07/09/15	REVISIONS		

METALS

PROJECT: REGENCY CENTER RENOVATION
 CREATOR: J. L. WILSON, INC.
 CONTRACTOR: J. L. WILSON, INC.
 DESIGNED BY: J. L. WILSON, INC.
 CHECKED BY: J. L. WILSON, INC.
 DATE: 07/09/15

ALL METALS TO BE SUPPLIED BY THE CONTRACTOR AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

ALL BARS NOTED AS (SEE) ARE EPoxy COATED. COARSE GR. ASTM A615.
 Note: All bars shall be epoxy coated unless otherwise noted.

SHOP DRAWING REVIEW

PROJECT: Decker Center Renovations
Richland County Government

DESCRIPTION: DSI Metals
Reinf Shop Dwgs

SUBMITTAL #: 033000-11

SPECIFICATION #: 033000

CONTRACTOR REVIEW

REVIEWED	✓
NOTE MARKINGS	✓
REJECTED-RESUBMIT	

Review is for general conformance with the contract documents. Markings or comments shall not be construed as relieving the Submitter from compliance with the project plans and specifications. The Submitter remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.

See Attached. DWGS R15 - R52

By: ZAG

Date: 6/9/15

ENGINEER APPROVAL

Chao and Associates, Inc.

- No Exceptions Taken
- Exceptions Noted
- Revise And Resubmit
- Rejected

Reviewing is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the work of all trades. Approval of a specific item does not indicate approval of an assembly of which the item is a component.

By: CJH

Date: 6/18/15

ARCHITECT APPROVAL

033000-011
 012 400 Frgs U/20's entry
 03 PFT 22 Add wall + Frg

PROJECT: Devere Fall Frgs
 LOCATION: 5065-010
 ESTIMATOR: SARJOR
 SHEET #: 1
 DATE: 9/15

DESCRIPTION	QTY	L	W	H	ESTIMATE #	UNIT	ESTIMATE #	UNIT
033000-1 Frgs	22	22	2	1	1	LF	1	LF
01 Wms Ret wall w/ Sones	22	22	2	1	1	LF	1	LF
U/20	170							
Front Entry w/paper	20							
Saw Cut	40	LF						
Door & Pory Bars	60	EA						
AS BONE STEELS w/AT	26	LF						
BONE HOAT	180	LF						
Frg 2x	20	1.5	20	2	1.5	90	1.5	180
DEMO	20	2.5						
Saw Cut	40	LF						
Spoky Doors	22	EA						
03 PFT 22 Add Frg's w/ wall	23							
ALP/18.5) EXCAVATION	17	EA						
Frg 2x1x1 / WALL	23	1.7	23	2	1.7	77	1	39
Bond / w/AT	34	EA						
WALL	180	LF						
Frgs 0 @ 0 @ 0								
TOTAL	60	5.0	17	10	242	3.5		630

CUMMING

October 22, 2015

Mr. Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street, Suite 4058
Columbia, SC 29202

Re: Decker Center Remodel
Recommendation for Approval
HG Reynolds Change Proposal No. 14 – Utilize Existing Primary Raceway (Credit)

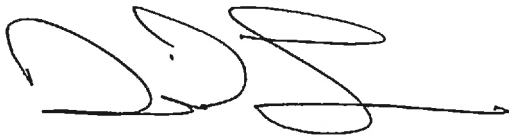
Dear Chad –

Attached please find HG Reynolds PCO 14. This PCO is a credit which relates to utilizing the existing SCE&G primary feeder raceway in lieu of HG Reynolds providing a new transformer pad and raceway for the main power service. The attached represents HGR's formal credit proposal for this request in the amount of (\$5,511.00).

We have reviewed this with the Project Team and find this proposal reasonable. We recommend your approval.

Please let us know should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'DL', with a long horizontal line extending to the right.

David Lindsay

Cc: DC, TP, file



PROPOSAL REQUEST NO.

5065-014

DATE: 9/8/2015

Credit SCE&G Raceway rear Building

CONTRACT TITLE:

Decker Center Renovations -Richland County Project - RC-PS-535

The Boudreaux Group Project No.- R-738-11

DESCRIPTION:

Credit for Raceway for SCE&G at rear building, Project to use the existitng Feeder raceway and new tranformer at same location

PRIME CONTRACTOR'S WORK

Revisions/Comments

1. Direct Materials					
2. Sales Tax on Materials	8	% of line 1	8%		
3. Direct Labor					
4. Insurance, Taxes, and Fringe Benefits	35	% of line 3	35%		
5. Rental Equipment					
6. Sales Tax on Rental Equipment	8	% of line 5	8%		
7. SUBTOTAL					

Prime Remarks:

Credit for Raceway for SCE&G at rear building, Project to use the existitng Feeder raceway and new tranformer at same location

SUB-CONTRACTOR(S)'s WORK

8. Direct Materials					
9. Sales Tax on Materials	8	% of line 11	8%		
10. Direct Labor					
11. Insurance, Taxes, and Fringe Benefits	35	% of line 13	35%	Incl	
12. Rental Equipment					
13. Sales Tax on Rental Equipment		% of line 15			
14. SUBTOTAL (Add Lines 8-13)					(\$5,511.00)
15. Overhead & Profit	15	% of line 20	15%	Incl	
16. SUBTOTAL (Add Lines 14-15)					(\$5,511.00)

Subcontractor Remarks:

SUMMARY

17. General Contractors Direct work					
18. Subcontractor's Work (from Line 16)					(\$5,511.00)
19. SUBTOTAL (add Lines 17 & 18)					(\$5,511.00)
20. Prime's Overhead & Profit on Subcontractor	7.00	% of Line 18			
21. Prime's Overhead & Profit	15	% of line 17			
22. Bond	1.05				
23. TOTAL COST (Add Lines 19 - 22)					(\$5,511.00)

Estimated Time Extension and Justification:

No Time Requested

None

Prime Contractor Name:

H. G. Reynolds Co. Inc.

Subcontractor Name(s):

HGR

Signature & Title of Preparer:

Larry W Heim

Date: 9/8/2015

Project Manager

Reviewed By Project Manager:

Date:

PROPOSAL REQUEST NO.

5065-014

DATE: 9/8/2015

Credit SCE&G Raceway rear Building

CONTRACT TITLE:

Decker Center Renovations -Richland County Project - RC-PS-535

DESCRIPTION:

Credit for Raceway for SCE&G at rear building, Project to use the existng Feeder raceway and new tranformer at same location

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit	Rate	Total
DIRECT Prime Contractor's TOTALS									

ITEMS OF WORK FOR Subcontractor	QTY	UNIT	SUBCONTRACT		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
Brads Electrical Credit for Raceway for SCE&G rear building Main feeder racway credit	350	lf	(\$15.75)	(\$5,511.00)					
DIRECT Subcontractor 1 TOTALS				(\$5,511.00)					

ITEMS OF WORK FOR Subcontractor (2)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Hrs	Rate	Total
DIRECT Subcontractor 2 TOTALS									

ITEMS OF WORK FOR Subcontractor (3)	QTY	UNIT	MATERIAL		LABOR		RENTAL EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Days	Rate	Total
DIRECT Subcontractor 3 TOTALS									

Brads Electric Inc.
 604 Greenwood Road
 West Columbia S.C. 29169

Request for Quote Summary Sheet

September 8 2015 Decker Center

Description of Work: Request For Quote Number: 4
 Credit for Using Existing Primary Raceway

Change Order Pricing Summary:

Subcontractor Self-Performed Work:	Cost before markup	Markup Percentage Fee: Maximum = 15%	Subtotals
Materials (including applicable sales/use tax)	\$ 2,080.08	\$ 312.01	\$ 2,392.09
Labor and Labor Burden	\$ 2,711.80	\$ 406.77	\$ 3,118.57
Subtotals	\$ 4,791.88	\$ 718.78	\$ 5,510.66

Change Order Proposal Work performed by Sub-Subcontractors (Enter names of sub-subcontractors and the sub-subcontractor scope of work)	Cost before markup	Markup Percentage Fee: Maximum = 7.5%	Total
1			
2	\$ -	\$ -	\$ -
3		\$ -	\$ -
4	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -
Subtotals	\$ -	\$ -	\$ -

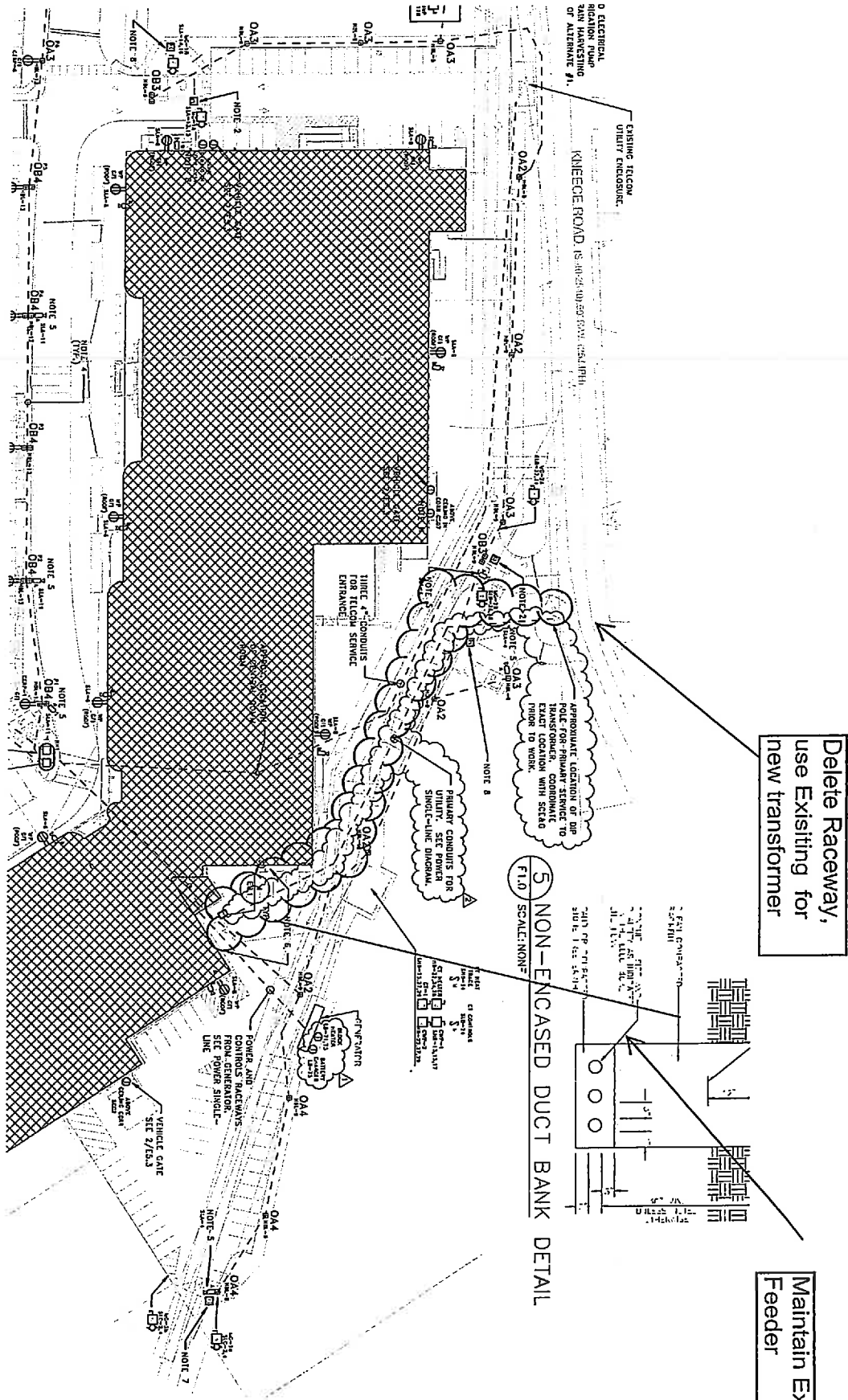
	Total Change Order Proposal Cost before Markup	Total Subcontractor Fees Included in Change Order	Total Proposed Change Order Costs
Totals	\$ 4,791.88	\$ 718.78	\$ (140.00)

(\$5,511.00)

Subcontractor Change Order Pricing Certification:

Subcontractor Signature:

Date:



Delete Raceway,
use Existing for
new transformer

Maintain Existing
Feeder

5065-014 9-8-15

<p>CLATSOP COUNTY GOVERNMENT CENTER REMODEL BLVD</p>	<p>AVE Scal </p>	<p>AVE Scal </p>	<p>The Boudreaux 1955 E. 4th St. P.O. Box 51 Clatsop, OR 97103 503.262.6200 503.262.6201 503.262.6202</p> <p>Interdisciplinary Design Architecture</p>
--	-----------------------	-----------------------	---

Larry Heim

To: Brad Phillips
Cc: Jeff McDaniel
Subject: FW: Decker Center Transformer Pad

Brad

I would say we use the old pad, just let me know. I ask William to confirm the old feeder is good for us to use.

Update us on the pad and if we need a new one.

I am waiting for W Coker to confirm on the line, just for the record so we can take that email to the owner, Jeff will need to work up a credit on the Feeder Raceway shown, we'll submit

Thanks
lh,

From: COKER, WILLIAM T [<mailto:WCOKER@scana.com>]
Sent: Friday, August 28, 2015 8:56 AM
To: Larry Heim
Subject: RE: Decker Center Transformer Pad

I spoke to Brad about this already. The existing concrete pad will be large enough to accommodate the new transformer. Brad talked about possibly installing a new concrete pad. I have sent him all the specifications that he will need if that is the direction you go.

From: Larry Heim [<mailto:LHeim@hgreynolds.net>]
Sent: Thursday, August 20, 2015 3:26 PM
To: Brad Phillips; COKER, WILLIAM T
Cc: 'Bruce Hodges'; 'Jeff.mcdaniel@bradselectricinc.com'; dlindsay@ccorpusa.com; J Owens
Subject: RE: Decker Center Transformer Pad

***This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Brad/ William

HG Reynolds Co. would like an update on the Rear Building power feed, and transformer pad, as we are planning construction in the area shortly.
Please advise as soon as possible. If we need to review on site please let us know.

Thank you

From: Brad Phillips [<mailto:brad.phillips@bradselectricinc.com>]
Sent: Tuesday, August 18, 2015 11:54 AM
To: 'COKER, WILLIAM T'
Cc: Larry Heim; 'Bruce Hodges'; 'Jeff.mcdaniel@bradselectricinc.com'
Subject: Decker Center Transformer Pad

Richland County Council Request of Action

Subject:

Magistrates, Authorization of Negotiation of Purchase Contract for 144 O'Neil Ct and 4913 North Main St properties [BACKUP DOCUMENTATION UNDER SEPARATE COVER]

November 24, 2015 - The Committee forwarded this item to Council without a recommendation.



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

Applicant must reside in Richland County.

Name: Murray Coleman

Home Address: 8004 Exeter Lane Cola, SC 29223

Telephone: (home) (919) 260-1510 (work) (803) 758-6990

Office Address: 1800 Main Street, Columbia, SC 29201

Email Address: mcoleman@uway.org

Educational Background: CV Attached

Professional Background: CV Attached

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

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: This quote by Winston Churchill sums it up: "We make a living off of what we do; we make a life off of what we give."

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

Throughout my career, I've continually strived to improve the welfare of others through my words, actions, and decisions. I'd be honored to serve Richland County.

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

Any other information you wish to give? not at this time

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No **X** _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No **X** _____

If so, describe: _____


Applicant's Signature

11/5/15
Date

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

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

Applications are current for one year.

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

2

AREAS OF EXPERTISE

Strategic Planning

Project management

Driving performance

*Identifying
business
opportunities*

Implementing plans

Volunteer Management

Friend-raising

Contract Negotiations

CIVIC RESPONSIBILITY

Rotary

*UNC Columbia Alumni Club
Leadership Columbia*

*Leadership Lexington
County*

Young Leaders Society

*Columbia Opportunity
Resource (Board Member)*

PERSONAL SKILLS

Solution – oriented

Persuasive & articulate

Relationship development

Passionate persistence

EDUCATION

*University of North Carolina at
Chapel Hill – 2000*

*B.A., Business Management
and Society*

CONTACT INFO

*8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510*

*uncmurray@gmail.com
[www.linkedin.com/
/in/uncmurray](http://www.linkedin.com/in/uncmurray)*

REFERENCES

*Personal & Professional
References Are Available on
request*

Murray L. Coleman

Social Architect, Father, & Student of Collaboration

PERSONAL ATTESTATION

Continuation of proven success track record of making an immediate, positive impact in the areas of development and organizational leadership for organizations needing a solution-oriented approach and results that fortify the bottom-line.

WORK HISTORY

UNITED WAY OF THE MIDLANDS

Resource Development Division Director – Columbia, SC (2014 – Present)

- ✓ Responsible for the development and engagement of the industry sector of the organization's annual Midlands-wide workplace campaign
- ✓ Tasked with the development and execution of new business development engagement strategies for the campaign by making tandem calls on prospective companies to secure commitment for corporate giving, leadership giving and employee workplace campaigns
- ✓ Developing and managing relationships with volunteers and donors to increase giving and engagement with United Way
- ✓ Manage, enhance, and grow existing portfolio of major gift donors (and prospects) through personal visits, connecting them to affinity groups, and development of new community-based solutions made possible by their investment
- ✓ Analyzing past giving history to identify strengths, weaknesses, opportunities, issues and concerns. Make recommendations for goal strategies and timetable for achievement of goals

AMERICAN HEART ASSOCIATION (AHA)

Director of Development – Cayce, SC (2010 –2014)

- ✓ Responsible for all aspects of the organization's largest, local community fundraising event, consistently grossing over \$500K (35% from corporate sponsorship)
- ✓ Successful engagement of top Midlands-area community/business leaders AND businesses to help facilitate and ensure successful event each year
- ✓ Served as primary liaison for AHA to Midlands Heart Walk Executive Leadership Board, consisting of CEO/Senior Level executives of the Midlands Top employers

WELLNESS COALITION AMERICA

Marketing Executive – Charlotte, NC (2009 –2010)

- ✓ Responsible for the direct solicitation of C-Level executives of companies to purchase a variety of onsite wellness solutions ranging from health screenings to onsite clinics
- ✓ Implemented a medical recruitment division for the purpose of identifying and bringing on external clinicians (Nurse Practitioners, Physicians, Physicians Assistants, Registered Nurses) to onsite at various client locations
- ✓ Negotiated service agreements and external employee salaries to ensure that our profit margin was fortified
- ✓ Generated 100K in new business revenue since coming on board in February 2009

COLEMAN MEDICAL CONSULTING

Business Development Sub-Contractor (2008 –2009)

- ✓ Subcontracted as a business development consultant for three medical staffing firms to increase the presence in their respective markets
- ✓ Responsible for generating new avenues of business from existing and new clients in the fields of home health care through creative, direct B2B marketing and an aggressive cold calling campaign
- ✓ Directly solicited C-Level executives of local and national insurance companies, medical facilities, and other healthcare associations for business partnerships and to gain greater exposure in a highly competitive market
- ✓ Successfully renegotiated existing agreements to incorporate more services and increase billable rates

CYDCOR, INC.

Senior Account Manager, Leadership Team—Fort Lauderdale, FL and Raleigh, NC (2005 –2008)

- ✓ Responsible for the direct acquisition of new business customers for Quill, a subsidiary of Staples, in S. Florida and Innovative Merchant Solutions, an Intuit company, in Central North Carolina
- ✓ Oversaw interviewing and training of sales reps on all B2B marketing processes through creative drills and daily/weekly evaluation of goals
- ✓ Managed personal, team, and business production on a daily and weekly basis
- ✓ Responsible for 37-45% of new accounts generated by office over a 10-month period (FL)
- ✓ Recognized several times nationally as one of the Top 5 Account Managers on both Quill and IMS campaigns (out of 2000 AMs in 200 offices)

MAXIM HEALTHCARE SERVICES, INC

Accounts Manager – Various Markets (2001 –2005)

- ✓ Responsible for growing supplemental medical staffing business and management of all branch operations
- ✓ Increased Revenue by 25-32% and Net Income by 15-20% during tenure as AM by changing the business diversification, renegotiating existing contracts to yield higher margins, collecting on existing outstanding balances, and improving damaged relationships with both clients and employees
- ✓ Facilitated the cross-training of external staff in order to increase availability and response time



*From The Desk of
Murray L. Coleman*

To Whom It May Concern:

Throughout my career in sales/marketing/business development, I have continually proven myself by doing the things one would look for in a top-notch leader: surpassing challenges, securing and maintaining accounts, and driving corporate growth through successful promotion and relationship building. For these reasons, I am honored by this chance to serve the citizens of Richland County.

I pride myself on being a solution – oriented/results – focused, hands – on leader with progressive management experience and relentless work ethic. This approach has earned me the respect of my peers, clients, and volunteers I have had the honor of collaborating with through the years. An evaluation of my resume will further acquaint you with my background and qualifications to be a viable asset for your organization.

Thank you for the work that you all do in the service of Richland County and all those who work, live, and play here. It would be an honor to follow in your footsteps. In closing, please note my story of growth, experience, and leadership; one of which I feel could be of value to the County and its citizens. I look forward to speaking with you about this opportunity in the near future.

Kind Regards,

Murray L. Coleman
Business Development Professional
Proud Son of Columbia, South Carolina
www.linkedin.com/in/uncmurray

*"How wonderful it is that nobody need wait
a single moment before starting to improve the world."
- Anne Frank*

8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510
uncmurray@me.com



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: ANN Bruce-Watson
Home Address: 147 Hunting Ave
Telephone: (home) 803-783-1075 (work) Cell 414-6467
Office Address: 1314 Leesburg Rd Ste E. Work 803-783-3780
Email Address: ann@unlimitedchoices.com
Educational Background: PH.D Education
Professional Background: Educator

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

Name of Committee in which interested: Transportation PENNY Advisory Committee
Reason for interest: HELP THE Richland County CITIZENS with the PENNY TAX EXPENDITURES

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am a business owner of Unlimited Choices, for 20 Plus years

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

Any other information you wish to give? I currently serve as Dist. Matron for Columbia-Sumter-Rock Hill order of Eastern Star
Recommended by Council Member(s): NANA JACKSON

Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

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

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

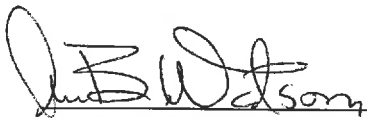
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____


Applicant's Signature

 6-11-2015
Date

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

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

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: L. Levern (Buddy) Wilson, Jr.

Home Address: 140 Hamilton Park Road, Irmo, SC 29063-2940

Telephone: (home) (803) 917-8996 (work) (803) 917-8996

Office Address: 1931 Assembly St., Columbia, SC 29201

Email Address: bwilson007@earthlink.net

Educational Background: BSIM Georgia Tech '69, MBA Georgia State Univ. '71

Professional Background: Licensed Residential Real Estate Broker

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

Name of Committee in which interested: Lex-Richland Alcohol & Drug Abuse Council

Reason for interest: I have a personal interest in the drug & alcohol rehabilitation field & wish to serve in a volunteer capacity to help the community in that area.

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

1.) I am a member of the recovering community.

2.) I am willing to devote the time & effort required to fulfill the duties & responsibilities.

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

Any other information you wish to give? Employment flexibility to attend board meetings.

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: Minimum 12-15 hours per month, if required.

CONFLICT OF INTEREST POLICY

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

L. Lynn (Buddy) Wilcox
Applicant's Signature

11-23-15
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>11-23-15</u>	Received by: <u>Kim W. Roberts</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



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

Applicant must reside in Richland County.

Name: Jennifer Ford-Cooper

Home Address: 113 Carolina Ridge Drive

Telephone: (home) 803-237-6080 (work) 803-734-0359

Office Address: 2221 Devine Street, Columbia, SC 29229

Email Address: jenniferkford@yahoo.com

Educational Background: University of South Carolina, B.S. in Info. Management

Professional Background: SCRA; SCDEW and SCDCA

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

Name of Committee in which interested: LRADAC

Reason for interest: By helping to identify long-term goals, seek out diverse collaborative opportunities, and brainstorm—as well as potentially implement—innovative strategies for lasting change.

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

I thrive on going above and beyond. I'm confident that I would bring many unique qualities to this board.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Approximately 8-10 hours

CONFLICT OF INTEREST POLICY

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

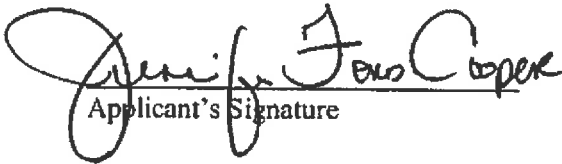
Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

11/17/2015
Date

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

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

Applications are current for one year.

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

Jennifer K. Ford-Cooper, MBA
113 Carolina Ridge Drive, Columbia, SC 29229
E-mail: jenniferkford@yahoo.com/Mobile: 803-237-6080

Objective: To obtain a position utilizing acquired skills/experiences in an organization with need for a determined professional with a background in project management, public relations and information management.

Education:

- University of South Carolina, Columbia, SC,
Bachelor of Science, Integrated Information Technology (formerly AIME), August 2003
- Webster University, Columbia, SC
Master's Degree, Business Administration, May 2008
- Grant Writing and Management USA Alumni, October 2012
- George Mason University, Fairfax, VA
Legal Studies Certificate Program (Anticipated Graduation: August 2015)

Technical Skills:

- Applications: Microsoft Office Suite (Excel, Word, PowerPoint, Outlook, Microsoft Office SharePoint, Access and Publisher), Adobe Design Standard CS6 (Photoshop, InDesign, Illustrator) – More than 10 years of experience

Organizations/Boards

- International Association of Workforce Professionals (IAWP)(2007-2008)
- SCESC LMI Technology Committee (2007-2009)
- Sistah Friend Book Club Literary Festival—Marketing Committee Chair (2009-2010)
- SCDEW Accountability Report Chairperson (2009-2011)
- Sistah Friend Book Club Advisory Committee Member—(2014-Present)
- Columbia Junior League (2015 – Present)

Employment History:

State Identity Theft Coordinator (9/13- Present)

SC Department of Consumer Affairs, Identity Theft Division, Columbia, SC

- Administer and enforce applicable state and federal laws related to identity theft
- Serves as division contact in the development of needs assessment and evaluation
- Coordinate outreach efforts aimed to increase public awareness via presentations, webinars and event coordination
- Research state and federal laws related to identity theft and assist with general legislative research and remain knowledgeable of national trends related to identity theft
- Maintain effective working relationships with federal, state and local agencies, media, and community organizations for the purpose of seeking out partnership opportunities
- Maintains multiple database systems for statistical tracking/reporting needs
- Serves as POC for IDTU division contracts
- Coordinates division procurement requests

Research and Planning Administrator of Promotion & Publications and Workforce Information Management (6/07-3/13)

SC Department of Employment and Workforce, Labor Market Information, Columbia, SC

- Served as a lead contact for all department marketing activities and products
- Oversaw the implementation of agency's first social media effort by means of initial blog launch
- Conducted statistical research/analysis via detailed summaries on economic/workforce trends data
- Supervised the promotion, operation and management of "fee for service" programs
- Prepared, coordinated, and presented professional presentations on agency products and services
- Attended employment events and conferences as a vendor/presenter/exhibitor
- Monitored department/agency customer service outcomes for accountability purposes
- Served as liaison between LMI Department and Information Technology Services on functional enhancements, web redesign and special project additions as needed

Project Administrator/Web Coordinator 4/05- 5/07

Program Associate 11/01 – 4/05

South Carolina Research Authority—SC EPSCoR/IDeA Program, Columbia, SC

- Analyzed program participant data and created customized summaries for reporting purposes
- Submitted results of research proposal solicitations in response to NASA/DOE/DoD and other SC EPSCoR/IDeA funded programs
- Provided support for professional State and National outreach events
- Served as web coordinator for both the SC EPSCoR and SC IDeA sites
- Developed event materials for outreach activities as needed; e.g., themed logos, program handouts, event summary reports, etc.)
- Supported program promotional efforts to increase public awareness via online content posts and newsletter development

References

Annette McCoy
803-360-3870

NeKeshia Jones
864-221-2265

Andre Davis
803-528-6227

Jeanette Gray
803-608-9957

Kareemah Dennis
803-467-0896



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Roosevelt Garrick, Jr.
Home Address: 3113 Berkeley Forest Drive, Columbia S.C. 29209
Telephone: (home) (803) 776-6338 (work) (803) 309-1631
Office Address: 6831 Brookfield Rd. Columbia S.C. 29206
Email Address: rgarrick@richland2.org
Educational Background: Masters Degree U.S.C.
Professional Background: Chief Administrative Officer Richland District #2

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

Name of Committee in which interested: LRADAC

Reason for interest: To continue to support the mission of the agency and the great staff that has been assembled

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

Commission: My educational background and 38 years of work with the youth of the Richland County Community

Presently serve on any County Committee, Board or Commission? LRADAC Board

Any other information you wish to give? USC TRIO Advisory Board, Palmetto Unified School District Board of Trustees

Recommended by Council Member(s):
Hours willing to commit each month: 10-12 hours or as much as needed

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: _____

Robert H. ...
Applicant's Signature

11/10/15
Date

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

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

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: John Jacob Loveday

Home Address: 3711 Coleman Street, Columbia SC 29205

Telephone: (cell) 803-507-5024 (work) 803-350-9266

Office Address: 510 Lexington Avenue, Chapin SC 29036

Email Address: jjloveday@gmail.com

Educational Background: University of South Carolina: BA – History; M.T. – Secondary
Education; M.Ed. – Educational Administration

Professional Background: Public education: teacher, assistant principal, principal

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

Name of Committee in which interested: LRADAC

Reason for interest: Past experience serving on this board, personal connection to the
organization's mission

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

Commission: I have extensive experience with social media, public relations, budgets/finances,
and non-profit leadership.

Presently serve on any County Committee, Board or Commission? LRADAC

Any other information you wish to give? I wish to continue to serve LRADAC

Recommended by Council Member(s): Greg Pearce; Seth Rose

Hours willing to commit each month: Whatever is needed, in order to support the organization

CONFLICT OF INTEREST POLICY

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may be influenced by decisions of the Committee, Board or Commission for which any citizen
applies for membership.

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

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

Applicant's Signature

10/30/15
Date

Return to:
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For information, call 576-2060.

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Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 348 of 378 <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: Murray Coleman

Home Address: 8004 Exeter Lane Cola, SC 29223

Telephone: (home) (919) 260-1510 (work) (803) 758-6990

Office Address: 1800 Main Street, Columbia, SC 29201

Email Address: mcoleman@uway.org

Educational Background: CV Attached

Professional Background: CV Attached

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: This quote by Winston Churchill sums it up: "We make a living off of what we do; we make a life off of what we give."

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

Throughout my career, I've continually strived to improve the welfare of others through my words, actions, and decisions. I'd be honored to serve Richland County.

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

Any other information you wish to give? not at this time

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10

CONFLICT OF INTEREST POLICY

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

 _____
Applicant's Signature Date 11/5/18

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

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

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Staff Use Only	
Date Received: _____	Received by: _____
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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

AREAS OF EXPERTISE

Strategic Planning

Project management

Driving performance

*Identifying
business
opportunities*

Implementing plans

Volunteer Management

Friend-raising

Contract Negotiations

CIVIC RESPONSIBILITY

Rotary

UNC Columbia Alumni Club

Leadership Columbia

*Leadership Lexington
County*

Young Leaders Society

*Columbia Opportunity
Resource (Board Member)*

PERSONAL SKILLS

Solution – oriented

Persuasive & articulate

Relationship development

Passionate persistence

EDUCATION

*University of North Carolina at
Chapel Hill – 2000*

*B.A., Business Management
and Society*

CONTACT INFO

*8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510*

*uncmurray@gmail.com
[www.linkedin.com/
/in/uncmurray](http://www.linkedin.com/in/uncmurray)*

REFERENCES

*Personal & Professional
References Are Available on
request*

Murray L. Coleman

Social Architect, Father, & Student of Collaboration

PERSONAL ATTESTATION

Continuation of proven success track record of making an immediate, positive impact in the areas of development and organizational leadership for organizations needing a solution-oriented approach and results that fortify the bottom-line.

WORK HISTORY

UNITED WAY OF THE MIDLANDS

Resource Development Division Director – Columbia, SC (2014 – Present)

- ✓ Responsible for the development and engagement of the industry sector of the organization's annual Midlands-wide workplace campaign
- ✓ Tasked with the development and execution of new business development engagement strategies for the campaign by making tandem calls on prospective companies to secure commitment for corporate giving, leadership giving and employee workplace campaigns
- ✓ Developing and managing relationships with volunteers and donors to increase giving and engagement with United Way
- ✓ Manage, enhance, and grow existing portfolio of major gift donors (and prospects) through personal visits, connecting them to affinity groups, and development of new community-based solutions made possible by their investment
- ✓ Analyzing past giving history to identify strengths, weaknesses, opportunities, issues and concerns. Make recommendations for goal strategies and timetable for achievement of goals

AMERICAN HEART ASSOCIATION (AHA)

Director of Development – Cayce, SC (2010 –2014)

- ✓ Responsible for all aspects of the organization's largest, local community fundraising event, consistently grossing over \$500K (35% from corporate sponsorship)
- ✓ Successful engagement of top Midlands-area community/business leaders AND businesses to help facilitate and ensure successful event each year
- ✓ Served as primary liaison for AHA to Midlands Heart Walk Executive Leadership Board, consisting of CEO/Senior Level executives of the Midlands Top employers

WELLNESS COALITION AMERICA

Marketing Executive – Charlotte, NC (2009 –2010)

- ✓ Responsible for the direct solicitation of C-Level executives of companies to purchase a variety of onsite wellness solutions ranging from health screenings to onsite clinics
- ✓ Implemented a medical recruitment division for the purpose of identifying and bringing on external clinicians (Nurse Practitioners, Physicians, Physicians Assistants, Registered Nurses) to onsite at various client locations
- ✓ Negotiated service agreements and external employee salaries to ensure that our profit margin was fortified
- ✓ Generated 100K in new business revenue since coming on board in February 2009

COLEMAN MEDICAL CONSULTING

Business Development Sub-Contractor (2008 –2009)

- ✓ Subcontracted as a business development consultant for three medical staffing firms to increase the presence in their respective markets
- ✓ Responsible for generating new avenues of business from existing and new clients in the fields of home health care through creative, direct B2B marketing and an aggressive cold calling campaign
- ✓ Directly solicited C-Level executives of local and national insurance companies, medical facilities, and other healthcare associations for business partnerships and to gain greater exposure in a highly competitive market
- ✓ Successfully renegotiated existing agreements to incorporate more services and increase billable rates

CYDCOR, INC.

Senior Account Manager, Leadership Team— Fort Lauderdale, FL and Raleigh, NC (2005 –2008)

- ✓ Responsible for the direct acquisition of new business customers for Quill, a subsidiary of Staples, in S. Florida and Innovative Merchant Solutions, an Intuit company, in Central North Carolina
- ✓ Oversaw interviewing and training of sales reps on all B2B marketing processes through creative drills and daily/weekly evaluation of goals
- ✓ Managed personal, team, and business production on a daily and weekly basis
- ✓ Responsible for 37-45% of new accounts generated by office over a 10-month period (FL)
- ✓ Recognized several times nationally as one of the Top 5 Account Managers on both Quill and IMS campaigns (out of 2000 AMs in 200 offices)

MAXIM HEALTHCARE SERVICES, INC

Accounts Manager – Various Markets (2001 –2005)

- ✓ Responsible for growing supplemental medical staffing business and management of all branch operations
- ✓ Increased Revenue by 25-32% and Net Income by 15-20% during tenure as AM by changing the business diversification, renegotiating existing contracts to yield higher margins, collecting on existing outstanding balances, and improving damaged relationships with both clients and employees
- ✓ Facilitated the cross-training of external staff in order to increase availability and response time



*From The Desk of
Murray L. Coleman*

To Whom It May Concern:

Throughout my career in sales/marketing/business development, I have continually proven myself by doing the things one would look for in a top-notch leader: surpassing challenges, securing and maintaining accounts, and driving corporate growth through successful promotion and relationship building. For these reasons, I am honored by this chance to serve the citizens of Richland County.

I pride myself on being a solution – oriented/results – focused, hands – on leader with progressive management experience and relentless work ethic. This approach has earned me the respect of my peers, clients, and volunteers I have had the honor of collaborating with through the years. An evaluation of my resume will further acquaint you with my background and qualifications to be a viable asset for your organization.

Thank you for the work that you all do in the service of Richland County and all those who work, live, and play here. It would be an honor to follow in your footsteps. In closing, please note my story of growth, experience, and leadership; one of which I feel could be of value to the County and its citizens. I look forward to speaking with you about this opportunity in the near future.

Kind Regards,

Murray L. Coleman
Business Development Professional
Proud Son of Columbia, South Carolina
www.linkedin.com/in/uncmurray

*"How wonderful it is that nobody need wait
a single moment before starting to improve the world."
- Anne Frank*

8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510
uncmurray@me.com



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

Applicant must reside in Richland County.

Name: Jennifer Ford-Cooper

Home Address: 113 Carolina Ridge Drive Columbia, SC 29229

Telephone: (home) 803-237-6080 (work) 803-734-0359

Office Address: 2221 Devine Street, Columbia, SC 29229

Email Address: jenniferkford@yahoo.com

Educational Background: University of South Carolina, B.S. in info. Management

Professional Background: SCRA; SCDEW and SCDCA

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: By helping to identify long-term goals, seek out diverse collaborative opportunities, and brainstorm—as well as potentially implement—innovative strategies for lasting change.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I thrive on going above and beyond. I'm confident that I would bring many unique qualities to this board.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Approximately 8-10 hours

CONFLICT OF INTEREST POLICY

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

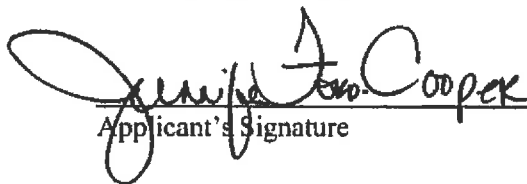
Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

11/17/2015
Date

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

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

Applications are current for one year.

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

Jennifer K. Ford-Cooper, MBA
113 Carolina Ridge Drive, Columbia, SC 29229
E-mail: jenniferkford@yahoo.com/Mobile: 803-237-6080

Objective: To obtain a position utilizing acquired skills/experiences in an organization with need for a determined professional with a background in project management, public relations and information management.

- Education:**
- University of South Carolina, Columbia, SC,
Bachelor of Science, Integrated Information Technology (formerly AIME), August 2003
 - Webster University, Columbia, SC
Master's Degree, Business Administration, May 2008
 - Grant Writing and Management USA Alumni, October 2012
 - George Mason University, Fairfax, VA
Legal Studies Certificate Program (Anticipated Graduation: August 2015)

Technical Skills:

- Applications: Microsoft Office Suite (Excel, Word, PowerPoint, Outlook, Microsoft Office SharePoint, Access and Publisher), Adobe Design Standard CS6 (Photoshop, InDesign, Illustrator) – More than 10 years of experience

Organizations/Boards

- International Association of Workforce Professionals (IAWP)(2007-2008)
- SCEESC LMI Technology Committee (2007-2009)
- Sistah Friend Book Club Literary Festival—Marketing Committee Chair (2009-2010)
- SCDEW Accountability Report Chairperson (2009-2011)
- Sistah Friend Book Club Advisory Committee Member—(2014-Present)
- Columbia Junior League (2015 – Present)

Employment History:

State Identity Theft Coordinator (9/13- Present)

SC Department of Consumer Affairs, Identity Theft Division, Columbia, SC

- Administer and enforce applicable state and federal laws related to identity theft
- Serves as division contact in the development of needs assessment and evaluation
- Coordinate outreach efforts aimed to increase public awareness via presentations, webinars and event coordination
- Research state and federal laws related to identity theft and assist with general legislative research and remain knowledgeable of national trends related to identity theft
- Maintain effective working relationships with federal, state and local agencies, media, and community organizations for the purpose of seeking out partnership opportunities
- Maintains multiple database systems for statistical tracking/reporting needs
- Serves as POC for IDTU division contracts
- Coordinates division procurement requests

Research and Planning Administrator of Promotion & Publications and Workforce Information Management (6/07-3/13)

SC Department of Employment and Workforce, Labor Market Information, Columbia, SC

- Served as a lead contact for all department marketing activities and products
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- Supervised the promotion, operation and management of "fee for service" programs
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- Monitored department/agency customer service outcomes for accountability purposes
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Project Administrator/Web Coordinator 4/05- 5/07

Program Associate 11/01 – 4/05

South Carolina Research Authority—SC EPSCoR/IDeA Program, Columbia, SC

- Analyzed program participant data and created customized summaries for reporting purposes
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- Served as web coordinator for both the SC EPSCoR and SC IDeA sites
- Developed event materials for outreach activities as needed; e.g., themed logos, program handouts, event summary reports, etc.)
- Supported program promotional efforts to increase public awareness via online content posts and newsletter development

References

Annette McCoy
803-360-3870

NeKeshia Jones
864-221-2265

Andre Davis
803-528-6227

Jeanette Gray
803-608-9957

Kareemah Dennis
803-467-0896



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

Applicant must reside in Richland County.

Name: Murray Coleman

Home Address: 8004 Exeter Lane Columbia, SC 29223

Telephone: (home) (919) 260-1510 (work) (803) 758-6990

Office Address: 1800 Main Street, Columbia, SC 29201

Email Address: mcoleman@uway.org

Educational Background: CV Attached

Professional Background: CV Attached

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

Name of Committee in which interested: Airport Commission

Reason for interest: This quote by Winston Churchill sums it up: "We make a living off of what we do; we make a life off of what we give."

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Throughout my career, I've continually strived to improve the welfare of others through my words, actions, and decisions. I'd be honored to serve Richland County.

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

Any other information you wish to give? not at this time

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

11/5/15
Date

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

AREAS OF EXPERTISE

Strategic Planning

Project management

Driving performance

*Identifying
business
opportunities*

Implementing plans

Volunteer Management

Friend-raising

Contract Negotiations

CIVIC RESPONSIBILITY

Rotary

*UNC Columbia Alumni Club
Leadership Columbia*

*Leadership Lexington
County*

Young Leaders Society

*Columbia Opportunity
Resource (Board Member)*

PERSONAL SKILLS

Solution – oriented

Persuasive & articulate

Relationship development

Passionate persistence

EDUCATION

*University of North Carolina at
Chapel Hill – 2000*

*B.A., Business Management
and Society*

CONTACT INFO

*8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510
uncmurray@gmail.com
[www.linkedin.com/
/in/uncmurray](http://www.linkedin.com/in/uncmurray)*

REFERENCES

*Personal & Professional
References Are Available on
request*

Murray L. Coleman

Social Architect, Father, & Student of Collaboration

PERSONAL ATTESTATION

Continuation of proven success track record of making an immediate, positive impact in the areas of development and organizational leadership for organizations needing a solution-oriented approach and results that fortify the bottom-line.

WORK HISTORY

UNITED WAY OF THE MIDLANDS

Resource Development Division Director – Columbia, SC (2014 – Present)

- ✓ Responsible for the development and engagement of the industry sector of the organization's annual Midlands-wide workplace campaign
- ✓ Tasked with the development and execution of new business development engagement strategies for the campaign by making tandem calls on prospective companies to secure commitment for corporate giving, leadership giving and employee workplace campaigns
- ✓ Developing and managing relationships with volunteers and donors to increase giving and engagement with United Way
- ✓ Manage, enhance, and grow existing portfolio of major gift donors (and prospects) through personal visits, connecting them to affinity groups, and development of new community-based solutions made possible by their investment
- ✓ Analyzing past giving history to identify strengths, weaknesses, opportunities, issues and concerns. Make recommendations for goal strategies and timetable for achievement of goals

AMERICAN HEART ASSOCIATION (AHA)

Director of Development – Cayce, SC (2010 –2014)

- ✓ Responsible for all aspects of the organization's largest, local community fundraising event, consistently grossing over \$500K (35% from corporate sponsorship)
- ✓ Successful engagement of top Midlands-area community/business leaders AND businesses to help facilitate and ensure successful event each year
- ✓ Served as primary liaison for AHA to Midlands Heart Walk Executive Leadership Board, consisting of CEO/Senior Level executives of the Midlands Top employers

WELLNESS COALITION AMERICA

Marketing Executive – Charlotte, NC (2009 –2010)

- ✓ Responsible for the direct solicitation of C-Level executives of companies to purchase a variety of onsite wellness solutions ranging from health screenings to onsite clinics
- ✓ Implemented a medical recruitment division for the purpose of identifying and bringing on external clinicians (Nurse Practitioners, Physicians, Physicians Assistants, Registered Nurses) to onsite at various client locations
- ✓ Negotiated service agreements and external employee salaries to ensure that our profit margin was fortified
- ✓ Generated 100K in new business revenue since coming on board in February 2009

COLEMAN MEDICAL CONSULTING

Business Development Sub-Contractor (2008 –2009)

- ✓ Subcontracted as a business development consultant for three medical staffing firms to increase the presence in their respective markets
- ✓ Responsible for generating new avenues of business from existing and new clients in the fields of home health care through creative, direct B2B marketing and an aggressive cold calling campaign
- ✓ Directly solicited C-Level executives of local and national insurance companies, medical facilities, and other healthcare associations for business partnerships and to gain greater exposure in a highly competitive market
- ✓ Successfully renegotiated existing agreements to incorporate more services and increase billable rates

CYDCOR, INC.

Senior Account Manager, Leadership Team—Fort Lauderdale, FL and Raleigh, NC (2005 –2008)

- ✓ Responsible for the direct acquisition of new business customers for Quill, a subsidiary of Staples, in S. Florida and Innovative Merchant Solutions, an Intuit company, in Central North Carolina
- ✓ Oversaw interviewing and training of sales reps on all B2B marketing processes through creative drills and daily/weekly evaluation of goals
- ✓ Managed personal, team, and business production on a daily and weekly basis
- ✓ Responsible for 37-45% of new accounts generated by office over a 10-month period (FL)
- ✓ Recognized several times nationally as one of the Top 5 Account Managers on both Quill and IMS campaigns (out of 2000 AMs in 200 offices)

MAXIM HEALTHCARE SERVICES, INC

Accounts Manager – Various Markets (2001 –2005)

- ✓ Responsible for growing supplemental medical staffing business and management of all branch operations
- ✓ Increased Revenue by 25-32% and Net Income by 15-20% during tenure as AM by changing the business diversification, renegotiating existing contracts to yield higher margins, collecting on existing outstanding balances, and improving damaged relationships with both clients and employees
- ✓ Facilitated the cross-training of external staff in order to increase availability and response time



*From The Desk of
Murray L. Coleman*

To Whom It May Concern:

Throughout my career in sales/marketing/business development, I have continually proven myself by doing the things one would look for in a top-notch leader: surpassing challenges, securing and maintaining accounts, and driving corporate growth through successful promotion and relationship building. For these reasons, I am honored by this chance to serve the citizens of Richland County.

I pride myself on being a solution – oriented/results – focused, hands – on leader with progressive management experience and relentless work ethic. This approach has earned me the respect of my peers, clients, and volunteers I have had the honor of collaborating with through the years. An evaluation of my resume will further acquaint you with my background and qualifications to be a viable asset for your organization.

Thank you for the work that you all do in the service of Richland County and all those who work, live, and play here. It would be an honor to follow in your footsteps. In closing, please note my story of growth, experience, and leadership; one of which I feel could be of value to the County and its citizens. I look forward to speaking with you about this opportunity in the near future.

Kind Regards,

Murray L. Coleman
Business Development Professional
Proud Son of Columbia, South Carolina
www.linkedin.com/in/uncmurray

*"How wonderful it is that nobody need wait
a single moment before starting to improve the world."
- Anne Frank*

8004 Exeter Lane
Columbia, SC 29223
(919) 260-1510
uncmurray@me.com

Sec. 2-327. Terms of service.

(a) The members of such boards, commissions and committees shall not serve more than two (2) consecutive terms; provided, however, that upon service of two (2) consecutive terms a member may be eligible for reappointment after one day of non- service. Provided, however, that an individual serving in an executive position on a county board, commission, or committee shall be allowed to complete the term for that position when the individual's term on the board, commission expires prior to the expiration of the executive appointment. Further provided, regional boards, commissions and committees are exempt from the two (2) consecutive term limits requirement whenever the other jurisdiction(s) appointing said members do not limit the number of terms held by their appointee(s).

(b) Notwithstanding any other provision of this Article, any member serving on a board, commission or committee may continue to serve until such time as an advertisement has appeared in the local newspaper and a successor has been duly appointed; provided, however, the term of an elected member (who is serving on a board, commission or committee) ends when such member is no longer serving in the capacity of an elected member.

(Ord. No. 015-11HR, § I, 3-1-11)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

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 PROHIBIT THE PARKING OF MOTOR VEHICLES IN THE FRONT YARD IN CERTAIN RESIDENTIAL ZONING 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 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

Section 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) ~~*Improved surface means that the surface of a parking space is completely paved with concrete, asphalt, or some other like rigid surface, such as pavers or pervious concrete; to be certain, "improved" does not include gravel or crush and run, even when compacted.*~~
- (23) ~~*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.
- (34) ~~*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.
- (45) ~~*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).~~

(56) *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) acre 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 the residence, or is enclosed under a fitted cover.

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semi-trailers 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, 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) consecutive days unless it is kept in an enclosed garage, in a carport, or protected from the elements by a fitted cover.

(h) All motor vehicles parked within the front yard or secondary front yard (corner lots) of any property zoned RS-LD, RS-MD, or RS-HD must be parked on an improved surface. Provided, however, motor vehicles may be parked on the grass of the front yard or secondary front yard on a temporary basis if the homeowner is hosting a special event and there is not enough parking available on the street.

(hi) *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, semi-trailer, 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.

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 _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 1, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-4, WEEDS AND RANK VEGETATION; SO AS DECREASE THE MAXIMUM HEIGHT OF GROWTH ALLOWED.

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 18, Offenses; Section 18-4 is hereby amended to read as follows:

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~~ twelve (12) inches 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~~ twelve (12) inches 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.

(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 ten (10) 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 twenty (20) 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 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 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.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY
OF _____, 2009

S. Monique McDaniels
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 of Action

Subject:

Report of the Ordinance Review Committee

- a. 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 prohibit the parking of motor vehicles in the front yard in certain Residential Zoning Districts [FIRST READING] [PAGES]
- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to decrease the maximum height of growth allowed [DENIAL] [PAGES]
- 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 [FIRST READING] [PAGES]
- d. Motion to name Courtroom 2b in the Judicial Center the Ada Harper James Courtroom [DENIAL] [PAGES]
- e. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, Genrral Provisions; Section 1-15, Naming of Buildings; so as to exclude naming of rooms [FIRST READING] [PAGES]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

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.

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 18, Offenses; Section 18-4 is hereby amended to read as follows:

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.

(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 ~~ten (10)~~ thirty (30) 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 ~~twenty (20)~~ thirty (30) 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 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 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.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

S. Monique McDaniels
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 of Action

Subject: Motion to Name Courtroom 2b in the Judicial Center The Ada Harper James Courtroom

A. Purpose

County Council is requested to consider a motion by Mr. Rose to move Council to name Courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County.

B. Background / Discussion

At the September 8, 2015, Richland County Council meeting Mr. Rose made the following motion:

Move Council to name courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County.

Richland County owns the Judicial Center located at 1701 Main Street. Staff has

C. Legislative / Chronological History

September 8, 2015 motion by Mr. Rose.

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Consider the motion and proceed accordingly.

2. Consider the motion and do not proceed accordingly.

F. Recommendation

Recommended by: Councilmember Rose

Department: County Council

Date: 9/8/15

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

FinanceReviewed by: Daniel Driggers

Date: 9/14/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Policy decision left to Council discretion.

Clerk of CourtReviewed by: Jeanette McBride

Date: September 30, 2015

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

I have done extensive research on naming of courtrooms after employees of the courthouse. I have communicated with every Clerk of Court in the state through email. The majority of the Clerks in the state have never named a courtroom after a state or county employee. One clerk that have served the state for over 30 years advised me that it would open up "a can of worms" if I agreed to do this..

The clerks that have named courtrooms after individuals did it for long serving or retiring judges that have provided distinguished service to the judiciary. One clerk named a courtroom after one of her employees that had given exemplary service to the clerk's office and the judicial system.

I do not question Mrs. Ada James's dedication to Judge Manning. However, I would be more inclined to name a courtroom after Judge Manning or Chief Justice Jean Toal for their outstanding service to the Judicial System. When this proposal was presented to me by Judge Manning and Councilman Rose I told both of them I would support the motion after I did some research. I received lots of negative feedback from clerks all over the state and therefore I cannot support this proposal.

Legal

Reviewed by: Brad Farrar

Date: 10/1/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: A mix of policy and legal issues. Recommend checking request against Council's recently passed ordinance relative to the naming of public buildings and the like. Also, consider S.C.Code Ann. Section 14-17-210 and guidance related thereto, which can be discussed at Council's pleasure.

AdministrationReviewed by: Warren Harley

Date: 10/1/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision left to Council discretion

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 019-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SECTION 1-15, NAMING OF BUILDINGS; SO AS TO AMEND THE TITLE TO INCLUDE PROPERTIES, FACILITIES AND STRUCTURES AND TO ALLOW FOR LABELING BASED ON GEOGRAPHIC LOCATION.

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 Richland County Code of Ordinances; Chapter 1, General Provisions; Section 1-15, Naming of Buildings; is hereby amended to read as follows:

Sec. 1-15. Naming and labeling of buildings, properties, facilities, and structures.

(a) The county council shall have the authority to name or label all county-built, county-financed and/or county-owned public buildings, properties, facilities, or structures. Naming and/or labeling shall be based on the following guidelines at the sole discretion of county council;

- (1) Any building, property, facility, or structure may be named in honor of any organization, or deceased or living individual; or
- (2) In addition to Richland County identification, any building, property, facility, or structure may be labeled with the geographic location within the County, such as a municipality, neighborhood, unincorporated community, or a designation based on common usage by residents of an area, such as topographical features or historical plat names.

(b) The following procedure shall be used to recommend a building, property, facility, or structure name or label to county council for consideration:

- (1) Any council member may make a motion to name or label a building, property, facility, or structure based on the above guidelines. Such motion shall be forwarded to the appropriate committee for review and recommendation to the full council; or
- (2) Any citizen, community group or organization, or county staff member, when requested by a citizen or community group or organization, may initiate a naming or labeling request. In such circumstances:

- a. Appropriate persons likely to be interested in the name or labeling of the building, property, facility, or structure shall be contacted and encouraged to submit one (1) or more suitable names or geographic label suggestions. When naming in honor of an organization, or deceased or living individual, these persons may be parties who donated land for the building, facility, or structure in question or who made some other similar contribution.
- b. Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what or how the building, property, facility, or structure should be named or labeled.
- c. Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available committee meeting.
- d. Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.
- e. Upon receipt of the committee's recommendation, county council shall vote whether or not to give the building, property, facility, or structure such name or label as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

(c) The addition of the name or label should be incorporated at the outset of construction when appropriate, or added when it is financially feasible to do so, such as the regularly scheduled re-painting of a building or replacement sign.

(d) Specific labeling shall be submitted by staff and approved by county council concurrently with the above process.

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 May 20, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

Michelle Onley
Interim Clerk of Council

First Reading: April 1, 2014
Second Reading: May 6, 2014
Public Hearing: May 6, 2014
Third Reading: May 20, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SECTION 1-15, NAMING OF BUILDINGS; SO AS TO EXCLUDE NAMING OF ROOMS.

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 Richland County Code of Ordinances; Chapter 1, General Provisions; Section 1-15, Naming of Buildings; is hereby amended to read as follows:

Sec. 1-15. Naming and labeling of buildings, properties, facilities, and structures.

(a) The county council shall have the authority to name or label all county-built, county-financed and/or county-owned public buildings, properties, facilities, or structures. Naming of specific rooms within a building, property, facility, or structure shall not be allowed. Naming and/or labeling shall be based on the following guidelines at the sole discretion of county council:

- (1) Any building, property, facility, or structure may be named in honor of any organization, or deceased or living individual; or
- (2) In addition to Richland County identification, any building, property, facility, or structure may be labeled with the geographic location within the County, such as a municipality, neighborhood, unincorporated community, or a designation based on common usage by residents of an area, such as topographical features or historical plat names.

(b) The following procedure shall be used to recommend a building, property, facility, or structure name or label to county council for consideration:

- (1) Any council member may make a motion to name or label a building, property, facility, or structure based on the above guidelines. Such motion shall be forwarded to the appropriate committee for review and recommendation to the full council; or
- (2) Any citizen, community group or organization, or county staff member, when requested by a citizen or community group or organization, may initiate a naming or labeling request. In such circumstances:
 - a. Appropriate persons likely to be interested in the name or labeling of the building, property, facility, or structure shall be contacted and encouraged to submit one (1) or more suitable names or geographic label suggestions. When naming in honor of an organization, or deceased or living individual, these persons may be parties who donated land for the building, facility, or structure in question or who made some other similar contribution.
 - b. Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what or how the building, property, facility, or structure should be named or labeled.
 - c. Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available committee meeting.

- d. Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.
- e. Upon receipt of the committee's recommendation, county council shall vote whether or not to give the building, property, facility, or structure such name or label as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

(c) The addition of the name or label should be incorporated at the outset of construction when appropriate, or added when it is financially feasible to do so, such as the regularly scheduled re-painting of a building or replacement sign.

(d) Specific labeling shall be submitted by staff and approved by county council concurrently with the above process.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY
OF _____, 2015.

S. Monique McDaniels
Clerk of Council

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JAMES O. BALLENTINE,
MARCUS L. GLENN, AND RAYFORD BROWN AS CODE ENFORCEMENT
OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND
CONVENIENCE OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT James O. Ballentine, Marcus L. Glenn, and Rayford Brown are hereby appointed and commissioned Code Enforcement Officers of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, none of the above-referenced appointees shall perform any custodial arrests in the exercise of their duties as code enforcement officers. Each of these appointments shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County as a code enforcement officer.

ADOPTED THIS THE 1st DAY OF DECEMBER, 2015.

Torrey Rush, Chair
Richland County Council

Attest: _____
S. Monique McDaniels
Clerk of Council