



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**JULY 1, 2014
6:00 PM**

CALL TO ORDER	THE HONORABLE NORMAN JACKSON
INVOCATION	THE HONORABLE BILL MALINOWSKI
PLEDGE OF ALLEGIANCE	THE HONORABLE BILL MALINOWSKI

Approval Of Minutes

1. Regular Session: June 17, 2014 [**PAGES 8-16**]
2. Zoning Public Hearing: June 24, 2014 [**PAGES 17-20**]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Contractual Matter: Convention Center Agreement
- b. Solid Waste Disposal Contract
- c. Project LR: Contractual Matter
- d. Contractual Matter: Victim's Assistance

Citizen's Input

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

Report Of The County Administrator

5. a. Contractual Matter: Convention Center Agreement
- b. Public Information Office

1. Employee Introduction
2. Merit Award

Report Of The Clerk Of Council

6. a. REMINDER: Richland County's 215th Anniversary Event - Richland County History: A Visual Journey, July 10th, 6:00 PM, Richland Main Library - Assembly Street

Report Of The Chairman

7. a. Contractual Matter

Open/Close Public Hearings

8. a. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Cesium; and matters relating thereto
- b. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$133,000.00 of General Fund Unassigned balance for part time/temporary and postmortem pathology for the Coroner
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map

Approval Of Consent Items

9. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$133,000.00 of General Fund Unassigned balance for part time/temporary and postmortem pathology for the Coroner [**THIRD READING**] [**PAGES 27-32**]
10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add the Transportation Director and amend other language therein [**SECOND READING**] [**PAGES 33-39**]
11. 14-10MA
Gerald Steele
RU to GC (1.34 acres)
1530 Dutch Fork Rd.
02415-07-01
[**SECOND READING**] [**PAGE 40-41**]
12. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (f), Temporary Signs Requiring Permits; so as to delete "Grand Opening Signs" [**SECOND READING**] [**PAGES 42-44**]
13. Sustainability Policy [**PAGES 45-51**]

14. High Performance Building Policy Options [**PAGES 52-61**]
15. Richland County Commission on Aging [**PAGES 62-69**]
16. County Recycling Services [**PAGES 70-94**]
17. Department of Public Works: Denton Dr. Ditch Stabilization Project [**PAGES 95-100**]
18. Expiration of County's Municipal Solid Waste Disposal Contract [**PAGES 101-122**]
19. RC Conservation Commission Financial Contribution for the Acquisition of a Historic Property [**PAGES 123-130**]
20. South Carolina Rural Infrastructure Grant Approval and Additional Funding for Project Engineering Design and Easement Acquisition [**PAGES 131-148**]
21. Hospitality Tax Ordinance Agency Procurement [**PAGES 149-159**]
22. Detention Center- HVAC Maintenance Contract [**PAGES 160-194**]
23. Approval of FY 14-15 Budgets within the FY 14-15 Annual Action Plan for Community Development Department Funds [**PAGES 195-198**]
24. Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II [**PAGES 199-204**]
25. Minimum Residence Requirement for SLBE Program Applicants [**PAGES 205-208**]
26. Ad Hoc Health Insurance Study Committee [**PAGES 209-211**]

Third Reading Items

27. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Cesium; and matters relating thereto [**PAGES 212-243**]
28. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [**PAGES 244-248**]

Second Reading Items

29. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration;

Article V, County Departments; by adding a new division entitled 5A, Office of Small Business Opportunity; so that a new department will be created **[PAGES 249-255]**

30. An Ordinance Approving a Budget for and the distribution of the revenues from the one percent (1%) sales and use tax for Transportation Projects for Fiscal Year 2014-2015 and other matters related thereto **[SECOND READING] [PAGES 256-262]**

First Reading Items

31. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing by adding Section 2-591 to authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the penny tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts **[PAGES 263-271]**
32. An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars **[PAGES 272-274]**

Report Of Development And Services Committee

33. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map **[FIRST READING] [PAGES 275-289]**
34. Acceptance of parcel at 2207 Decker Blvd **[PAGES 290-296]**

Report Of Administration And Finance Committee

35. Detention Center- Fire Control-Security Control Maintenance Contract **[PAGES 297-314]**
36. Extension of EMS Billing Contract **[PAGES 315-342]**
37. Bond Issuance - Capital Project List:
 - a. An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2014B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto **[FIRST READING] [PAGES 343-370]**

Report Of Economic Development Committee

38.
 - a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, and Project Aquarius concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the Company under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto **[FIRST READING BY TITLE ONLY]**

[PAGE 372]

- b. Memorandum of Understanding between Richland County and Midlands Technical College Enterprise Campus [PAGES 373-378]
- c. East Richland Public Service District Land Purchase [PAGES 379-389]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

- 39. Central Midlands Council of Governments-1; there is one vacancy on this board:

Brenda Perryman, May 21, 2016 (Resigned)

- 40. East Richland Public Service Commission-1; there will be one vacancy on this commission:

John H. Hudgens, July 21, 2014*

- 41. Richland County Library Board-6; there will be six vacancies on this board:

John Baker, July 6, 2014
Nathaniel Barber, July 6, 2014*
George C. Johnson, July 6, 2014
Rox Pollard, July 6, 2014
Alethia Parr Rearden, July 6, 2014*
Ida Thompson, July 6, 2014*

- 42. Township Auditorium Board-1; there is one vacancy on this board:

Kem Smith, February 7, 2017 (Resigned)

2. Notification Of Appointments

- 43. Accommodations Tax Committee-2; no applications were received for these positions

- 44. Board of Zoning Appeals-1; no applications were received for this position.

- 45. Building Codes Board of Appeals-4; appointments are needed for a Plumber, Contractor, and two from the Fire Industry. One application was received for Contractor from: [PAGES 396-398]

Lasenta Lewis-Ellis, Contractor *

* Eligible for reappointment

- 46. Community Relations Council-4; applications for the four positions were received from: [PAGES 399-410]

Daniel J. Crooks, III
Nicole Smith
Sarah Watson*

Roscoe Wilson*

* Eligible for reappointment

47. Employee Grievance Committee-1; no applications were received for this committee.

48. Historic Columbia Foundation-1; no applications were received for this board.

49. Hospitality Tax Committee-1; one application was received from: **[PAGES 413-415]**

Charles Aiken

50. Procurement Review Panel-2; no applications were received for this board.

51. Township Auditorium Board-1; there is one vacancy on this board; applications were received from the following: **[PAGES 417-423]**

Megan Pinckney

Abigail Rogers

D. Wade Sparks

Other Items

52. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

a. Resolution designating the On-Call Engineering Teams solicitation as a significant purchase **[PAGES 425-426]**

b. Approval of the advertisement of the solicitation for the On-Call Engineering Teams

53. REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

a. Resolution designating the Dirt Road Paving Program solicitation as a significant purchase **[PAGES 428-429]**

b. Approval of the advertisement of the solicitation for the Dirt Road Paving Program

Citizen's Input

54. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

55.

a. Move to direct staff to draft an ordinance to impose greater noise restrictions in unincorporated Richland County [ROSE]

b. Move that staff pursue having the appropriate provides place stickers on the County's recycling bins that enumerate what items can be recycled. Rationale: Low County citizens

participation in recycling and Sonoco's ability to handle more capacity. Additionally, the County has recently moved to the larger roll out recycling bins. This will serve as a direct citizen awareness tool to promote what items can be recycled. [ROSE]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: June 17, 2014 [PAGES 8-16]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
JUNE 17, 2014
6:00 PM**

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.

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Warren Harley, Beverly Harris, Justine Jones, Ismail Ozbek, Brad Farrar, Nelson Lindsay, John Hixon, Brandon Madden, Monique McDaniels, Amelia Linder, Andy Metts, Ray Peterson, Daniel Driggers, Toni Edwards, Rob Perry, Melinda Edwards, Chris Gossett, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:03 p.m.

INVOCATION

The Invocation was given by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

PRESENTATION OF RESOLUTION

A Proclamation Honoring “Mosquito Control Awareness Week” – June 22-28, 2014 – Mr. Jackson presented a proclamation to Tammy Brewer, Vector Control, in honor of “Mosquito Control Awareness Week”.

APPROVAL OF MINUTES

Regular Session: June 3, 2014 – Ms. Dixon moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **SLBE Software Program: Contractual Matter**
- b. **Potential Property Purchase**
- c. **Personnel Matter**
- d. **Project LM**
- e. **Contractual Matter**
- f. **Airport Subleasing Contract**
- g. **On-Call Engineering Team Solicitation Preparation & Advertisement**

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **County’s 215th Anniversary Events:**
 1. **History Program** – Ms. Harris stated that the History Program will take place on July 10th at the Richland County Library, Main Branch.
 2. **Road Race** – Ms. Harris stated that the Richland “RUNS” Road Race will be held on October 4th.

3. **Community Drop-In** – Ms. Harris stated that a Community Drop-In is slated for December 18th to celebrate the County's 215th Anniversary.
- b. **Announcement of Top Three Qualified Program Development Teams** – Mr. McDonald stated the following firms were evaluated and qualified by the selection committee: CECS, ICMA-Brownstone-MB Kahn, and ICE.
- c. **Introduction of New Employee** – Mr. McDonald introduced Mr. Toni Edwards to Council.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Community Relations Council Gala, June 27th, 6:00PM, Medallion Center, 7309 Garners Ferry Rd.** – Ms. Onley reminded Council of the upcoming Community Relations Council Gala on June 27th at 6:00 PM at Medallion Center.

REPORT OF THE CHAIR

- a. **Program Development Team Timeline** – This item was taken up under the Report of the Transportation Ad Hoc Committee.
- b. **Contractual Matter** – This item was taken up during Executive Session.

APPROVAL OF CONSENT ITEMS

- **14-09MA, Michael Boulware, PDD to PDD (6.81 Acres), Jacobs Mill Pond Rd., 25810-03-08 & 09 [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (f), Buffer Transition Yards; Paragraph (1)(a); and Amending Section 26-186, Development with Open Space Design Standards; Subsection (l), Development Requirements; Paragraph (7); so as to provide an exception to the buffer transition yard requirements [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$133,000 .00 of General Fund Unassigned balance for part time/temporary and postmortem pathology for the Coroner [SECOND READING]**

Mr. Washington moved, seconded by Ms. Dixon, to approve the consent items. The vote in favor was unanimous.

THIRD READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance – Mr. Washington moved, seconded by Ms. Dixon, to defer this item until the July 1st Council meeting. The vote in favor was unanimous.

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

SECOND READING ITEMS

An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement relating to Project Cesium; and matters relating thereto – Mr. Livingston moved, seconded by Mr. Washington, to approve this item. The vote was in favor.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Richland County Office of Small Business Opportunity – Mr. Malinowski moved to defer this item. The motion died for lack of a second.

Mr. Rush moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 5A, Office of Small Business Opportunity; so that a new department will be created – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

<u>For</u>	<u>Opposed</u>
Dixon	Pearce
Dickerson	Malinowski
Jackson	Rose
Livingston	Manning
Washington	
Rush	
Jeter	

The vote was in favor.

Richland County Water/Sewer/Industrial Waste User Rates – Mr. Washington moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Mr. Jeter, to direct Legal to submit a letter requesting from the State of South Carolina the definition of the word “uniform”. A discussion took place.

Mr. Pearce moved, seconded by Mr. Washington, to call for the question. The vote in favor was unanimous.

The substitute motion failed.

The vote was in favor of the original motion.

Water & Sewer Tap Fee Payment Plan – Mr. Pearce stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Approval of Project Lullaby Set Aside Grant – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Approval of Project Aquarius Set Aside Grant – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

OTHER ITEMS

Airport Subleasing Contract – Mr. Pearce moved, seconded by Mr. Malinowski, to consent to the sublease proposed provided that the following provision or one substantially similar to it be added thereto, namely “Throughout the contract period AMS shall provide the County’s Airport a certificate of insurance establishing the insurance required by this document and the State of South Carolina.”

A Resolution to appoint and commission Toby B. Taylor as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Livingston moved, seconded by Mr. Washington, to approve this item. The vote in favor was unanimous.

Evaluation Committee Short List Report: Program Development Team Solicitation – Mr. Malinowski moved, seconded by Ms. Dixon, to accept the Administrator’s recommendation. The vote in favor was unanimous.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **Program Development Team Presentations & Interviews** – Mr. Livingston stated that the committee recommended holding the interviews on June 30th at 9:00 AM. The format for the interviews will be 45 minutes – Presentation, 45 minutes – Question/Answer, and 5 minute – closing remarks. Questions should be submitted to the selection committee prior to the interviews. The selection of the Program Development Team will be placed on the July 1st Council agenda for action.

Mr. Manning made a substitute motion, seconded by Ms. Dickerson, to hold the interviews at 9:30 AM instead of 9:00 AM. The vote was in favor.

- b. **On-Call Engineering Team Solicitation Preparation & Advertisement** – Mr. Livingston stated this item was an Executive Session item.
- c. **CMRTA Budget Ordinance: An Ordinance Approving a Budget for and the distribution of the revenues from the one percent (1%) sales and use tax for Transportation Projects for Fiscal Year 2014-2015 and other matters related thereto [FIRST READING]** – Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. **“Solicitation for Management and Design of Dirt Road Paving Program”** – Ms. Dixon stated that the committee recommended advertising an RFQ to hire a firm to provide program management, public outreach and design service for the dirt road paving program. A discussion took place. Mr. Livingston requested a copy of the RFQ prior to submission.

The vote in favor was unanimous.

- b. **Significant Purchase Ordinance Dirt Road Program** – Ms. Dixon stated that the committee recommended using the significant purchase ordinance for County Council to make the selection of the firm to manage the dirt road program. A discussion took place.

Mr. Manning moved, seconded by Mr. Livingston, to defer this item until after Executive Session.

- c. **Dirt Road Priority Ranking Formula** – Ms. Dixon stated that the committee recommended approving staff’s recommended ranking formula change based on cost per occupant with approval factor. The vote in favor was unanimous.
- d. **Revised Ordinance: An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20,**

Road Paving Program; so as to add the Transportation Director and amend other language therein [FIRST READING] – Ms. Dixon stated that the committee recommended approval of an ordinance to amend road paving ordinance, make the Transportation Department responsible for the program, in coordination with Public Works, and incorporate the ranking formula. The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:10 p.m. and came out at approximately 8:14 p.m.
=====

- a. **SLBE Software Program: Contractual Matter** – Mr. Washington moved, seconded by Ms. Dickerson, to proceed as discussed in Executive Session. The vote in favor was unanimous.
- b. **Potential Property Purchase** – Mr. Pearce moved, seconded by Ms. Dickerson, to direct the Administrator to proceed as directed as discussed in Executive Session with certain consideration that Council mentioned in Executive Session. The vote in favor was unanimous.
- c. **On-Call Engineering Team Solicitation Preparation & Advertisement** – Mr. Livingston moved, seconded by Mr. Washington, that Council invoke the significant purchase ordinance for the on-call engineering proposals. The vote in favor was unanimous.
- d. **Significant Purchase Ordinance Dirt Road Program** – Mr. Manning moved, seconded by Ms. Dixon, to invoke the significant purchase ordinance for the dirt road program. The vote in favor was unanimous.
- e. **Project LM** – Mr. Malinowski moved, seconded by Ms. Dickerson, to direct staff to move forward as discussed in Executive Session. The vote in favor was unanimous.
- f. **Personnel Matter** – No action was taken.

Mr. Manning moved, seconded by Mr. Washington, that Council members observe “no tie July”. The vote in favor was unanimous.

Mr. Washington moved, seconded by Ms. Dixon, to reconsider the motion and allow staff to also observe “no tie July”. The vote in favor was unanimous.

MOTION PERIOD

- a. **Due to the fact much information from private companies lately has contained the Richland County logo so prominently displayed to make the item appear as an official Richland County distribution and/or affiliated company. I am making the following motion: No company, group or individual may use the Richland County logo in any of their materials unless first receiving permission from the Richland County Administrator or his designee [MALINOWSKI] – This item was referred to the Rules & Appointments Committee.**

- b. **Review all Richland County Policies [JACKSON] – This item was referred to the Rules & Appointments Committee.**

ADJOURNMENT

The meeting adjourned at approximately 8:20 p.m.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: June 24, 2014 [**PAGES 17-20**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 24, 2014 7:00 p.m.

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.

MEMBERS PRESENT:

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

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Geo Price, Holland Leger, Tommy DeLage, Sparty Hammett, , Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Hegler stated that there were no additions or deletions to the agenda.

MAP AMENDMENT

14-10MA, Gerald Steele, RU to GC (1.34 Acres), 1530 Dutch Fork Rd., 02415-07-01

Mr. Jackson opened the floor to the public hearing.

Mr. Steele, the applicant, spoke in favor of the re-zoning.

The floor to the public hearing was closed.

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

14-11MA, David Spradling, RU to RC (2 Acres), 1408 Peace Haven Rd., 01507-01-02(p)

Mr. Jackson opened the floor to the public hearing.

Mr. David Spradling and Ms. Wanda Spradling spoke in favor of the re-zoning.

Mr. Robert Gingsberg, Ms. Peggy McCartha, Ms. Beth Brown, Mr. Jeff Collier, Ms. Kristin Tucker, Mr. William Rice, Mr. Howard McCartha, Mr. Brian Williams, and Ms. Laura Conrad spoke in opposition of the re-zoning.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Rose, to deny the re-zoning request. The vote in favor was unanimous.

14-12MA, Denise Bryant, M-1 to RM-MD (17.24 Acres), 1115 Wessinger Rd., 12000-03-02

Mr. Jackson opened the floor to the public hearing.

Ms. Eileen McQueen, Ms. Natasha Davis, Ms. Lashanda Jenkins, Mr. James Turner, and Ms. Denise Bryant spoke in favor of the re-zoning.

Mr. Henry Goodson and Mr. Joe McEachern spoke in opposition to the re-zoning.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote was in favor.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards, Section 26-180, Signs; Subsection (f), Temporary Signs Requiring Permits; so as to delete "Grand Opening Signs" [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

ADJOURNMENT

The meeting adjourned at approximately 7:42 p.m.

Submitted respectfully by,

Norman Jackson
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Contractual Matter: Convention Center Agreement
- b. Solid Waste Disposal Contract
- c. Project LR: Contractual Matter
- d. Contractual Matter: Victim's Assistance

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Contractual Matter: Convention Center Agreement
- b. Public Information Office
 - 1. Employee Introduction
 - 2. Merit Award

Richland County Council Request of Action

Subject

- a. REMINDER: Richland County's 215th Anniversary Event - Richland County History: A Visual Journey, July 10th, 6:00 PM, Richland Main Library - Assembly Street

Richland County Council Request of Action

Subject

- a. Contractual Matter

Richland County Council Request of Action

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- a. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Cesium; and matters relating thereto
- b. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$133,000.00 of General Fund Unassigned balance for part time/temporary and postmortem pathology for the Coroner
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Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$133,000.00 of General Fund Unassigned balance for part time/temporary and postmortem pathology for the Coroner **[THIRD READING] [PAGES 27-32]**

Notes

May 27, 2014 - The Committee recommended approval of additional funds in the amount of \$133,000 for the Coroner to have adequate funding to pay for part-time personnel services and autopsy services for the remainder of FY13-14

First Reading: June 3, 2014

Second Reading: June 17, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Coroner-2400: Budget Amendment for FY 13-14

A. Purpose

County Council is requested to approve a budget amendment for the Coroner in the amount of \$133,000.00 for the purpose of providing funds to two line items that have projected deficits by the end of this fiscal year.

B. Background / Discussion

Budgeting for the two line items referenced has always been a challenge. The first line item is 511300 Part Time/ Temporary. This account is used to pay our part time deputies and data entry employees. We can never predict an accurate amount of funding because these funds are paid out directly related to the number of deaths or call volume we may experience in a fiscal year. The same is true for the other line item referenced which is 525500 Postmortem Pathology. There is no way to give an accurate number of autopsies that will be performed in the coming fiscal year. Due to the impossibility of being able to give accurate amounts required for these two accounts, it is often necessary for this department to request a budget amendment. Therefore based on averages and best guess estimates, the Coroner is requesting additional funds in the amount of \$133,000.00 to prevent deficits in the current year budget.

C. Legislative / Chronological History

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

D. Financial Impact

The financial impact of this request is as follows:

Line item 511300 Part Time/Temporary: Budgeted amount for this fiscal year was \$190,000.00. As of 05/06/2014, the actual amount expended this fiscal year is \$178,600.04. Based on estimates provided by Finance/Budget Department, this department will need an additional \$46,000.00 in this account to pay part time personnel.

Line item 525500 Postmortem Pathology: Budgeted amount for autopsies this fiscal year was \$270,000.00. As of 05/06/2014 the actual amount expended so far this fiscal year is \$258,055.00. There are four months left to be paid. Based on estimates obtained by averaging the costs for the last eight months, this department will need an additional \$87,000.00 in this account to pay for autopsy services through June 2014.

511300 Part time/Temporary	\$ 46,000.00
525500 Postmortem Pathology	87,000.00
Total Budget Amendment Request	\$133,000.00

E. Alternatives

1. Approve the request for additional funds for the Coroner to have adequate funding to pay for part time personnel services and autopsy services for the remainder of FY 13-14 to prevent a deficit in the Coroner’s FY 13-14 Budget.
2. Do not approve and there will be a projected deficit in the Coroner’s FY 13-14 budget of \$133,000.00.

F. Recommendation

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

It is recommended that Council approve the request for additional funds in the amount of \$133,000.00 for the Coroner’s FY 13-14 Budget.

Recommended by: Gary Watts Department: Coroner Date: 05/06/2014

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: 5/12/14
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

This is a budgetary decision for Council. As requested, I have attached a current department budget report, summary of the department information for the last three years, and the account information for the last three years:

	FY11	FY12	FY13	FY14
Total Department Budget	1,280,487	1,464,490	1,537,516	1,465,638
Total Department Actual	1,347,982	1,452,616	1,550,289	1,241,614 ytd
Part time Wages Budget	161,632	197,213	182,177	190,000
Part time Wages Actual	162,425	182,748	176,097	189,266 ytd
Postmortem Path Budget	248,249	309,416	309,416	329,416
Postmortem Path Actual	325,285	322,639	344,683	271,205 ytd



pdfexport.pdf

Legal

Reviewed by: Elizabeth McLean

Date: 5/12/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_03

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$133,000.00 OF GENERAL FUND UNASSIGNED BALANCE FOR PART TIME/TEMPORARY AND POSTMORTEM PATHOLOGY FOR THE CORONER.

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 One Hundred Thirty Three Thousand (\$133,000.00) be appropriated specifically for the Coroner to expend for “Part Time/Temporary and Postmortem Pathology”. Therefore, the Fiscal Year 2013-2014 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 157,733,520
Appropriation of General Fund unassigned fund balance:	\$ 133,000
Total General Fund Revenue as Amended:	\$ 157,866,520

EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 157,733,520
Increase to Coroner:	\$ 133,000
Total General Fund Expenditures as Amended:	\$ 157,866,520

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

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

An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add the Transportation Director and amend other language therein **[SECOND READING] [PAGES 33-39]**

Notes

First Reading: June 17, 2014

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SO AS TO ADD THE TRANSPORTATION DIRECTOR AND AMEND OTHER LANGUAGE THEREIN.

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 21, Roads, Highways and Bridges; Section 21-3, Definitions; is hereby amended to add the following definition as subsection (k) and all remaining subsections shall be re-lettered in appropriate chronological order:

(k) *Through road.* A road that connects two different paved roads.

SECTION II. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended to read as follows:

Sec. 21-20. Road paving program.

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of ~~public works~~ Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

- (1) Only county maintained roads with recorded Easement and Right-of-Way Deeds will be paved utilizing public funds,
- (2) All county maintained dirt roads are eligible for paving, and
- (3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

- (1) Name;
- (2) County road number;

- (3) Map location code;
- (4) Beginning and ending points;
- (5) Length in miles and hundredths of a mile; and
- (6) Council district.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

- (1) Number of homes accessed from the road;
- (2) Number of businesses accessed from the road;
- (3) Number of churches accessed from the road; ~~and~~
- (4) Maintenance difficulty factor; and

(5) "Through road" factor.

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road's priority for paving will be established by the ~~number of points accredited to it as described below divided by it's length, with the highest total of points per mile constituting the highest priority~~ lowest cost per occupant, church, or business. ~~The points per mile (P)~~ Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{H+B+C+T+M}{L} \times \frac{\text{Cost}}{H+B+C+T} \quad \text{Where:}$$

H = Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B = Number of points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C = Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

~~T = Number of points accredited for a through road.~~

~~Five points are accredited if the road is a through road connecting two different paved roads. It should be noted that a through road has the potential for people other than the residents to use it and it is also more likely to be utilized as a school bus route.~~

~~T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.~~

~~M = Number of points accredited for difficult maintenance.~~

~~From 0 to 10 points may be accredited to a road based on the difficulty on maintaining it in serviceable condition as determined through consultation with the roads and drainage manager.~~

L = Length of the road in miles and hundredths.

~~Cost = Estimated Cost (\$800,000 per mile x L).~~

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the county's jurisdiction and maintained by the county shall meet the design and construction standards contained in section 21-6, above.

(g) The ~~d~~Director of ~~public works~~ Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall, ~~within the best judgment of the engineering staff,~~ establish appropriate alternate design

and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by county council district based on that district's portion of total county dirt road mileage. Pro rata fund distribution will be calculated as follows:

$$\text{District dirt road paving funds} = \text{Total dirt road paving funds} \times \frac{\text{district dirt road mileage}}{\text{Total dirt road mileage}}$$

Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

- (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
 - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
 - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
 - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
 - d) Roads improved under this [ordinance section](#) may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.
 - e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet

may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:
 - a) Triple Treatment Surface Course;
 - b) Rubberized Asphalt;
 - c) Milled Asphalt.
- (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of ~~Public Works~~ Transportation.
- (4) In order to incorporate community input before roads are paved, notice shall be sent by the Department of ~~Public Works~~ Transportation, or its designee, by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change. Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.
- ~~(5) The Road Transportation Commission shall act as a facilitator to the Alternative Maintenance Paving Program. The Commission shall notify and communicate with residents whose roads have been determined to qualify for the Program. Additionally, the Commission shall work with the Department of Public Works to assist in the acquisition of necessary rights-of-way on projects undertaken pursuant to this section.~~

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chairperson

ATTEST THIS THE ____ DAY
OF _____, 2014.

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: June 17, 2014
Second Reading: July 1, 2014 (tentative)
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

14-10MA
Gerald Steele
RU to GC (1.34 acres)
1530 Dutch Fork Rd.
02415-07-01
[SECOND READING] [PAGE 40-41]

Notes

First Reading: June 24, 2014
Second Reading:
Third Reading:
Public Hearing: June 24, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

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 # 02415-07-01 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 property described as TMS # 02415-07-01 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 _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 24, 2014
First Reading: June 24, 2014
Second Reading: July 1, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (f), Temporary Signs Requiring Permits; so as to delete "Grand Opening Signs" **[SECOND READING] [PAGES 42-44]**

Notes

First Reading: June 24, 2014

Second Reading:

Third Reading:

Public Hearing: June 24, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SUBSECTION (F), TEMPORARY SIGNS REQUIRING PERMITS; SO AS TO DELETE “GRAND OPENING SIGNS”.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (f), Temporary Signs Requiring Permits; is hereby amended to read as follows:

- (f) *Temporary signs requiring permits.* The following signs are allowed in all zoning districts, but shall require a sign permit. Such signs must conform to the standards set forth below as well as to other applicable requirements of this chapter.
 - (1) *Portable signs.* Portable signs shall be located on-premises only. Such signs shall be displayed for a period of no more than thirty (30) consecutive days and shall be allowed no more than two (2) periods per year. The sign face areas shall not exceed thirty-two (32) square feet, and shall not be illuminated. A business shall have no more than one (1) sign per street frontage.
 - ~~(2) *Grand opening signs.* A business may have one (1) sign per street frontage that is used exclusively to announce a grand opening, as well as new or improved products, sales, changes in management, hours of operation or changes thereto, or the availability of employment. Such signs shall be displayed for a period of no more than thirty (30) consecutive days. The sign face areas shall not exceed thirty-two (32) square feet, and shall not be illuminated.~~
 - (23) *Seasonal signs.* Christmas tree lots, pumpkin lots, fireworks stands, produce or flower stands, or other similar seasonal and temporary commercial uses may have one (1) sign per street frontage. Such signs shall be displayed for a period of no more than forty-five (45) consecutive days, commencing from the corresponding business license’s date of issuance or start of business date, whichever is later. The sign face areas shall not exceed forty-eight (48) square feet, and shall not be illuminated.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 24, 2014
First Reading: June 24, 2014
Second Reading: July 1, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Sustainability Policy [**PAGES 45-51**]

Notes

June 24, 2014 - The Committee recommended that Council approve the sustainability policy to further define sustainability as a core value for Richland County. Also, the Committee recommended that County Staff complete the fleet assessment instead of hiring a consultant for \$10,000.

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
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Office of the County Administrator



MEMORANDUM

TO: Richland County Council
CC: Warren Harley, Assistant County Administrator
FROM: Anna Lange, Sustainability Manager
DATE: June 20, 2014
RE: Clarification for Sustainability Policy

At the May 27th, 2014 Development and Services Committee meeting, the Committee recommended to hold the item in Committee, and requested Staff to meet with Committee members to answer questions and clarify the policy.

A Sustainability Policy serves as a vision statement for management and employees as well as a communication tool to interested parties.

Many departments that will be effected by this policy have been included in the development phase of the sustainability policy including but not limited to Planning, Support Services, Fleet Management, Capital Improvements, Administration, Solid Waste and Recycling and Procurement. This is to ensure that sustainability is working hand in hand with departments to enhance communication and integration.

*Integration of Sustainability Principles: Systematically incorporate sustainability throughout the County by integrating the policy goals **below** into County procedures, administration, and engagement. The Sustainability Manager shall be responsible for implementation of this policy.*

Design and Construction: Statutory requirements refer to current building code requirements.

Design and Construction: Capital project planning, design and construction processes shall meet statutory energy and water efficiency requirements and deliver energy, water, and materials efficient buildings and grounds that minimize the impact on and/or enhance the site and provide good indoor environmental quality for occupants. Richland County shall develop an energy efficient building policy for new building construction and major

renovations for County buildings. The County shall evaluate existing County owned infrastructure and pursue energy efficient upgrades when possible.

Operations and Maintenance: Statutory requirements refer to current building code requirements. Currently, there is not a requirement to consider equipment lifecycle cost. Energy efficient products require less energy to operate than conventional products, purchasing these products can reduce facility energy loads and achieve energy bill savings on the order of 5-10%. Incorporating life cycle cost where applicable incorporates operating costs into decision making.

Emissions Reduction and Renewable Energy: The County shall develop an active plan to reduce carbon emissions based on 2009 standards.

Tracking emissions is the easiest way to show measurable program effectiveness. This does not define a specific reduction goal, it just sets a goal to use carbon reduction as a tool for measuring performance at this point. Foundations and grant funders are directing attention at communities that are proactively addressing these issues.

Here is the 2009 baseline [Click here](#)

If Richland County is successful in addressing the other areas in this policy, emissions will automatically be reduced.

Transportation: This bullet point states the need for a comprehensive fleet study. If a consultant is used, for around \$10,000 Richland County can complete a fleet assessment. A fleet assessment would identify alternative fuel vehicle options for Richland County, and a strategy for transitioning equipment.

Recycling and Waste Management: The zero waste goal refers to residential collection and county buildings. While this is a culture shift as Richland County currently collects less than 40% of waste through curbside recycling and household hazardous waste collection, this goal shows the County's commitment to continuous improvement. By seeking greater value in byproducts, such as recycling and composting the county creates economic development opportunities for products that have historically ended up in landfills.

Recyclonomics SC <http://recyclonomicsc.com/>

Danny's Dumpster Asheville, NC <http://www.dannysdumpster.com/customization>

Food Waste Disposal Charleston County, SC <http://www.wastefwd.com/>

Recycling and Waste Management: The County shall develop policies and programs that work toward achieving zero waste and set a goal to recycle 60% of waste materials by volume in County buildings by 2020.

Richland County Council Request of Action

Subject: Sustainability Policy

A. Purpose

County Council is requested to approve a Sustainability Policy to further define sustainability as a core value for Richland County.

B. Background / Discussion

Richland County Council passed the Regional Sustainability Plan 9/11/2012 in partnership with Lexington County and the City of Columbia. The plan outlines over 160 recommendations, many of which require policy direction from Richland County Council.

On 1/24/2014, County Council discussed the creation of a Sustainability Policy Advisory Board at Council Retreat. It was recommended the Sustainability Manager present Richland County Council with a sustainability policy recommendation for discussion. A sustainability policy is a best management practice for local governments to define a comprehensive strategy for sustainability.

Richland County South Carolina seeks to attain and maintain a state of leadership in the State of South Carolina as an environmental steward that strives to proactively and effectively manage its impact on energy, water, and other natural resources. The County is obligated to ensure full compliance with all applicable local, state, and federal environmental laws and regulations. Therefore, it is the policy of Richland County Council that institutions, and affiliated entities, shall establish sustainable development and resource management, or “sustainability”, as a core value of county operations, planning, capital construction, and purchasing practices.

Budgetary constraints, capital improvement and modernization requirements, and training and management needs required to facilitate the implementation of these sustainable practices are limiting factors and, as such, the County shall pursue the appropriate legislation and funding to implement this policy. In addition, the County values Return on Investment (ROI) as a factor in institutional resource planning and decision making and requires a ROI calculation for any new project. Richland County is committed to the assessment of the environmental impacts associated with county activities and services, and will develop and track measures of that progress.

County Council delegates authority to Richland County’s Administrator to implement the following sustainable practices to apply to County entities:

Integration of Sustainability Principles: Systematically incorporate sustainability throughout the County by integrating the policy goals into County procedures, administration, and engagement. The Sustainability Manager shall be responsible for implementation of this policy.

Master Planning: Sustainability principles related to infrastructure, natural resources, site development, and community impact shall be incorporated into comprehensive master plans.

Design and Construction: Capital project planning, design and construction processes shall meet statutory energy and water efficiency requirements and deliver energy, water, and materials efficient buildings and grounds that minimize the impact on and/or enhance the site and provide good indoor environmental quality for occupants. Richland County shall develop an energy efficient building policy for new building construction and major renovations. The County shall evaluate existing County infrastructure and pursue energy efficient upgrades when possible.

Operations and Maintenance: The operation and maintenance of buildings and grounds shall meet or exceed statutory requirements to reduce energy and water use, provide the best possible air quality and provide standardized operating levels, improve staff productivity, and minimize materials use. Further, priority shall be given to the purchase and installation of high-efficiency equipment and facilities as part of an ongoing sustainability action plan following life cycle cost guidelines where applicable.

Climate Change Mitigation and Renewable Energy: The County shall develop an active plan to reduce carbon emissions based on 2009 standards.

Transportation: The County shall assess the current county vehicle fleet and shall develop a plan to increase fuel efficiency, promote alternative fuel vehicle use, and decrease total fossil fuel emissions. The county shall promote multimodal transportation choices designed to reduce carbon emissions and dependency on single occupant vehicles.

Recycling and Waste Management: The County shall develop policies and programs that work toward achieving zero waste and set a goal to recycle 25% of waste materials by volume in County buildings by 2020.

Environmentally Preferable Purchasing (EPP): Any purchasing shall, to the extent practicable, improve the environmental performance of its supply chain with consideration given to toxicity, recycled content, energy and water efficiency, rapidly renewable resources, and local production and shall also promote the use of historically underutilized businesses.

The County Administrator shall develop and implement best practices, guidelines, and implementation plans necessary to achieve the goals of this policy to the constituent institutions and affiliated entities. This policy shall be reviewed every two (2) years by the County Administrator, and any necessary revisions and modifications shall be recommended to County Council for its consideration.

"Duke." *Sustainability : Policy*. N.p., n.d. Web. 07 Apr. 2014.

Meadors, James. "Welcome to an Engaged Community." *Charleston, SC*. City of Charleston, South Carolina, n.d. Web. 10 Sept. 2013.

Ullman, Maggie. "Sustainability." *Sustainability*. City of Asheville, North Carolina, n.d. Web. 30 Jan. 2014

"The UNC Policy Manual." *The UNC Policy Manual*. N.p., n.d. Web. 07 Feb. 2014.

C. Legislative / Chronological History

- In FY2013 Richland County Council created a position for a Sustainability Manager in Administration that is responsible for overseeing the direction and coordination of the environmental sustainability activities for Richland County.
- Richland County Council passed a regional sustainability plan in 2013. The plan outlines over 160 recommendations, many of which require policy direction from Richland County Council.
- On January 24th 2014 County Council discussed the creation of a Sustainability Policy Advisory Board at Council Retreat. It was recommended that the Sustainability Manager present Richland County Council with a sustainability policy recommendation for discussion.

D. Financial Impact

Budgetary constraints, capital improvement and modernization requirements, and training and management needs required to facilitate the implementation of these sustainable practices are limiting factors and, as such, the County shall pursue the appropriate legislation and funding to implement this policy as defined by Richland County Council. In addition, the County values Return on Investment (ROI) as a factor in institutional resource planning and decision making and requires an ROI calculation for any new project. Richland County is committed to the assessment of the environmental impacts associated with county activities and services, and will develop and track measures of that progress.

E. Alternatives

1. Approve the Sustainability Policy to further define sustainability as a core value for Richland County.
2. Do not approve Sustainability Policy to further define sustainability as a core value for Richland County.

F. Recommendation

It is recommended to approve the sustainability policy to further define Richland County’s commitment to incorporating sustainability into decision making. For sustainability to be long lasting and useful, it must be representative of and integrated into day-to-day County activities and performance. Defining goals that can be quantified and monetized create transparency that can be measured over time. A sustainability policy can help lean operations, creating efficiencies in operations and maintenance that can reduce costs over time.

Recommended by: Anna Lange

Department: Administration Date: May 5th 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council to review and provide direction on sustainability effort. If approved, the County Administrator would need to evaluate the level of implementation in relation to incremental cost as new projects are considered.

Legal

Reviewed by: Elizabeth McLean

Date: 5/19/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

High Performance Building Policy Options **[PAGES 52-61]**

Notes

June 24, 2014 - The Committee recommended that Council approve alternative 3, which requires that all major facility projects for County owned facilities meet the ENERGY STAR Certification Rating, and strive to meet LEED or Green Globes certification to achieve the lowest thirty year life cycle cost when funding allows.

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Office of the County Administrator



MEMORANDUM

TO: Richland County Council
CC: Warren Harley, Assistant County Administrator
FROM: Anna Lange, Sustainability Manager
DATE: June 20, 2014
RE: Clarification for High Performance Building Policy

At the May 27th, 2014 Development and Services Committee meeting, the Committee recommended to hold the item in Committee, and requested Staff to meet with Committee members to answer questions and clarify the policy.

A High Performance Building Policy serves as a way to reduce total energy costs. This policy addresses only new construction and renovations for County owned buildings.

This policy recommends requiring Energy Star for new construction and renovations because Energy Star buildings reduce energy and water use and do not require expensive certification. This is the lowest cost option for energy efficient buildings and it is the most widely used energy standard for the built environment. This policy also recommends taking the lowest 30 year life cycle cost into account during the bidding process. The State of SC also requires the 30 year life cycle cost because this tells the end user the estimated energy, water and operating costs associated with the structure per square foot. The goal is to reduce overall energy use at the least cost.

Many studies have shown that high performance buildings increase productivity. Productivity is most often evaluated using absenteeism (unused sick days), and self-assessment. Extensive research has been conducted on how green schools effect the learning environment. Improvements in thermal comfort, access to day lighting, and improvements in indoor air quality are often key factors. Time and costs to attract quality employees and turnover costs can be linked to the quality of the workspace. After salary the second major cost to an employer is benefits including medical and insurance costs. Health conditions and illnesses that have been

linked to the indoor environment include colds, headaches, allergies, and respiratory illness. Productivity related to creativity, motivation, and attention can be difficult to measure.

Resale value is included to show that there is a monetary value to building energy efficient structures. The largest residential builders in Columbia now show the HERS rating for new construction (higher HERS ratings can demand a larger asking price). While the County may not be reselling a building, it would be benefiting from the value of lower operations costs.

The annual sustainability report would be for buildings affected by this policy. (If Council does not want a report this can be struck from the legislation). Buildings affected by the policy would only include new construction and major renovations for county facilities. The environmental benefits are included to explain the consumption difference between a conventional building and the Energy Star facility.

Definitions:

This policy only focuses on County owned and operated buildings for new building construction and major renovations. This policy only focuses on new buildings larger than 5,000sq/ ft, major renovations that contribute to more than 50% of the building, leased county spaces over 7,500 sq/ft, and new building construction that has mixed uses where the heated and cooled portion is more than 5,000 square ft.

Richland County Council Request of Action

Subject: High Performance Building Policy Options

A. Purpose

County Council is requested to provide Administration with direction regarding Council's preference on developing a high performance building policy for County owned facilities.

B. Background / Discussion

Richland County Council passed the Regional Sustainability Plan *9/11/2012*, outlining recommendations for energy efficiency in County facilities. The Regional Sustainability Plan for the Midlands includes Objective 2.5 "to adopt a green building resolution for current and future County buildings"; and Objective 2.8 "to improve the efficiency of County building stock". Council discussed the incorporation of high performance building design features into several capital improvement projects including the Decker Boulevard renovation and the Emergency Operations Center (EOC) *6/18/13*. During County Council Retreat *1/24/2014* a high performance building policy for County buildings was considered as several major new construction and renovation projects were being discussed. These projects will have a significant impact on the County's energy portfolio.

The County owns approximately 80 facilities with a total floorspace of almost 2 million square feet that affect our natural environment, our economy, and the productivity and health of the workers and visitors who use these buildings. New building construction and renovation for County owned facilities currently falls under the minimum building standards required by the State and the 2009 International Energy Construction Code (IECC).

A building's initial construction costs represent only 20-30 percent of the building's entire costs over its 30 to 40 years of life. Currently, there is no requirement to consider entire building cost or "life cycle costs" of County facilities in conjunction with initial capital costs to optimize performance. Incorporating energy and environmental standards for construction, rehabilitation, and maintenance of County buildings can improve the County's capacity to design, build, and operate high performance buildings and create skilled jobs. Many county buildings are operational for decades, increasing the need for designing energy efficient facilities.

High performance buildings provide occupants and visitors with a healthier and more productive environment; this increase in worker productivity can produce enormous economic benefits as worker salaries are historically an organization's largest expense. Investing in sustainable design features, such as energy- and water-efficiency measures, can considerably increase the resale value of a property because it lowers annual costs and, therefore, makes a building more profitable for the new owner.

Both the State of South Carolina and the City of Charleston have passed a high performance building policy for new building construction and major renovations for City and State owned facilities. Please see Attachment 1 and 2 for more information and comparisons of different high performance building standards.

Once a policy is selected, the Sustainability Manager shall develop and implement a process to monitor and evaluate the energy and environmental benefits.

The Sustainability Manager shall submit a report annually regarding major facility projects to County Council that includes:

- The buildings and building types designed to meet this standard;
- The certification level of each building designed, constructed, or renovated;
- Actual savings in energy costs;
- An outline of all environmental benefits, including, but not limited to, water resources savings and the reduction of waste generation;
- The ability of buildings to continue to operate at the standard to which it was originally certified;
- Any conflicts or barriers that hinder the effectiveness of program

Definitions

- 1) "High-performance building" means a building designed to achieve integrated systems design and construction so as to significantly reduce or eliminate the negative impact of the built environment.
- 2) "Major facility project" means:
 - (i) a County-funded new construction building project in which the building to be constructed is larger than five thousand gross square feet;
 - (ii) a County-funded renovation project in which the project involves more than fifty percent of the replacement value of the facility or a change in use; or
 - (iii) a County-funded commercial interior tenant fit-out project that is larger than seven thousand five hundred square feet of leasable area.
 - (iv) a County-funded mixed use building in which the temperature controlled portion is larger than five thousand gross square feet;
- 3) "Major facility project" does not mean:
 - (i) a building, regardless of size, that does not have conditioned space as defined by Standard 90.1 of the American Society of Heating, Refrigerating and Air-Conditioning Engineers;

C. Legislative / Chronological History

Richland County Council passed the Regional Sustainability Plan *9/11/2012*, outlining recommendations for energy efficiency in County facilities.

During County Council Retreat *1/24/2014*, a high performance building policy for County buildings was discussed as several major new construction and renovation projects were being considered.

D. Financial Impact

The actual financial impact is not easily calculated due to the complexity of the variables. However, some estimates are laid out in Attachment 2.

E. Alternatives

Provide guidance to staff on the alternative(s) Council wishes to pursue:

- 1) Model the policy of the State of South Carolina to require that all major facility projects (as expressed in the definition section) for County owned facilities must meet the LEED Silver standard or better, with certification that causes the project to be designed and constructed in a manner that achieves the lowest thirty-year life cycle cost.
- 2) Require that all major facility projects (as expressed in the definition section) for County owned facilities must meet the two Green Globes standard, or better, with certification that causes the project to be designed and constructed in a manner that achieves the lowest thirty-year life cycle cost.
- 3) Require that all major facility projects for County owned facilities meet the ENERGY STAR Certification Rating, and strive to meet LEED or Green Globes certification to achieve the lowest thirty-year life cycle cost when funding allows.

- 4) Require that all major facility projects for County owned facilities meet the ASHRAE 189.1 Standard that causes the project to be designed and constructed in a manner that achieves the lowest thirty-year life cycle cost.
- 5) Take no action.

F. Recommendation

- While alternates 1-4 all focus on better buildings, there are several differences that are notable to mention. If water and energy efficiency are council’s priority at the least cost, ENERGY STAR certification is provides a solid foundation. Alternatives 1 and 2 are very similar to each other and are often interchangeable in high performance building policies. Both 1 and 2 have certain point sections associated with energy and water efficiency but also focus on other factors that are not associated with energy including performance, building materials, etc. ASHRAE 189.1 is a strict standard that offers little flexibility and is designed as a code requirement. Alternative 3 is recommended as this option pursues energy and water efficient facilities at minimal cost while also allowing flexibility in design. ENERGY STAR creates healthy facilities with a focus on indoor air quality. While ENERGY STAR is not the leader in high performance buildings, it is a best first step to transitioning to efficient building infrastructure.

Recommended by: Anna Lange

Department: Administration Date: May 5th 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of alternative #3 as well. This alternative has the greatest payback to the county in real energy savings and reduced greenhouse emissions for an added or remodeled facility.

It is important to remember that any facility added to our inventory will impact the overall operational budget and greenhouse emissions. The purpose is to make that addition as efficient with as little negative impact as possible on the citizens and environment.

Just for background information, we have been operating under the Administrators Directive for Air Quality Awareness and Improvement Policies since 9/16/10. As it relates to facilities this policy directs that we landscape new construction in a manner to reduce power equipment use, directs facility temperature settings for power and emissions reduction, and prohibits the use of appliances that are not county approved. On 12/22/10 Administration approved a policy that directs that departments requesting to add office equipment must provide justification as to how this will improve their ability to enhance the completion of their mission. This policy also states that all equipment replaced or added must be “Energy Star” or equivalently rated. We continue to ensure that when HVAC equipment, lighting, and plumbing fixtures are changed out due to attrition or remodel projects, they are replaced with the most efficient equivalent replacement available. In following this plan we have been successful in offsetting the electricity increases over the past 4 years that equate to about 24%.

Legal

Reviewed by: Elizabeth McLean

Date: 5/16/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Attachment 1: Examples of jurisdictions with internal High Performance Building Policies.

Entity	Location	Standard	Building Type
State Government	SC	LEED Silver/ 2 Green Globes	New Construction/ Renovations
City of Charleston	SC	LEED Certified	New Construction/ Renovations
Navy	US Govt.	LEED Gold	New Construction/ Renovations
Army	US Govt.	189.1 aspects	New Construction/ Renovations
Department of Defense	US Govt.	LEED Siler	New Construction/ Renovations
City of Asheville	NC	LEED Gold/ Silver	New Construction/ Renovations
Durham County	NC	LEED Gold/ Silver	New Construction/ Renovations
Town of Chapel Hill	NC	LEED Silver	New Construction/ Renovations
State Government	NC	ASHRAE 90.1-2004/Energy Star Appliances	Existing and New Construction
City of Alanta	GA	LEED Silver	New Construction/ Renovations
City of Chamblee	GA	LEED Certified/ 1 Green Globe	New Construction/ Renovations
State Government	GA	ASHRAE 90.1-2004/Energy Star Appliances	New Construction/ Renovations
Athens-Clark County	GA	LEED Certified	New Construction/ Renovations
City of Knoxville	TN	LEED Energy Star	New Construction/ Renovations
State Government	TN	Energy Star	All office equipment, appliances, lighting, and heating and cooling systems

Attachment 2: High Performance Building Standards

• **Energy Star**

Energy Star is a government program administered by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). For labeling commercial buildings, Energy Star evaluates conformance to energy and water efficiency. To earn the Energy Star Label, a building must achieve a score of at least 75 on a 0-100 point scale. A rating of 75 indicates that a particular building is performing more efficiently than 75% of buildings in its class. Richland County currently uses Energy Star Portfolio Manager to track energy efficiency projects from the Energy Efficiency and Community Block Grant.

Cost Evaluation: According to the Environmental Protection Agency, Energy Star buildings use an average of 35% less energy and emit 35% fewer greenhouse gas emissions, more than offsetting nominal initial cost increases. Reductions are greater with building starting with a low energy performance score. When certified, the effective rent of Energy Star facilities is 6.5% higher and the transaction price for Energy Star buildings is 12.9% higher. (EPA). For every dollar spent on energy efficiency gross energy savings would yield two dollars in return (ACEEE).

• **LEED**

LEED (Leadership in Energy and Environmental Design) is a product of the U.S. Green Building Council (USGBC). LEED's Green Building Rating System is a points-based, national standard for developing high performance commercial buildings. Unlike Energy Star, which focuses on energy usage, LEED evaluates building performance in these green design categories:

- sustainable sites
- water efficiency
- energy and atmosphere
- materials and resources
- indoor environmental quality
- innovation and design process, and use of a LEED-accredited designer

Depending on its performance in these categories, a building can be LEED certified in four levels of achievement: certified, silver, gold, and platinum. Like Energy Star, LEED has benefits for the building owner. These include recognition of quality buildings and environmental stewardship, and third-party validation of achievement. The LEED Silver rating has been used by State facilities in South Carolina since 2006. Energy Star products can be used in LEED buildings, and use Energy Star's tools, such as Portfolio Manager, to measure a LEED-certified building's energy performance. Please note that LEED compliance is no guarantee of an energy efficient building.

Cost Evaluation: LEED buildings report a 20% life cycle cost reduction with as little as a 2-5% initial cost increase for LEED Silver and Gold certification. When certified the effective rent of LEED facilities is 5% higher and the transaction price for LEED buildings is 11% higher. (Fuerst)

• **Green Globes**

Green Globes is an online green building rating and certification tool. The Green Building Initiative ("GBI") oversees Green Globes in the United States. GBI is an accredited standards developer under the American National Standards Institute (ANSI). Green Globes is similar to LEED in evaluating building performance, but is structured as a self-assessment to be done in-house using a project manager and design team. The system is questionnaire-based using an online tool so users can see how they are scoring.

Cost Evaluation: Lifecycle benefits are comparable to LEED, however the transaction price for Green Globes buildings was noted at only 2-5% higher. Green Globes may have a reduced administrative cost due to the ease of access to the online tools.

• **ASHRAE 189.1** (American Society of Heating, Refrigerating and Air Conditioning Engineers)

Similar to LEED, Standard 189.1 covers site sustainability, water use efficiency, energy efficiency, indoor environmental quality and the building's impact on the atmosphere, materials and resources and construction and plan for operation. The standard is not a design guide or a rating system, thus limiting flexibility. Green building rating systems have been developed for implementation as a voluntary system many optional credits allow focus on the green building aspects that are most important to the user. Unlike this, standard 189.1 is based on mandatory requirements that establish a baseline for high-performance-buildings.

Cost Evaluation: Through performance or prescriptive paths, ASHRAE 189.1 energy performance standard is designed to provide at least a 30 percent energy improvement over ASHRAE Standard 90.1-2007.

Richland County Council Request of Action

Subject

Richland County Commission on Aging [**PAGES 62-69**]

Notes

June 24, 2014 - The Committee recommended that Council form a Committee to examine the services provided to seniors in the County, along with possible options for consolidating existing services provided to seniors in the County.

Richland County Government

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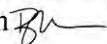


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Office of the County Administrator



MEMORANDUM

TO: County Council
CC: Roxanne Ancheta, Assistant County Administrator
FROM: Brandon Madden, Manager of Research 
DATE: June 20, 2014
RE: Additional Information Requested at the June 17, 2014 Committee Work Session

At the May 6, 2014 Council meeting, Councilman Washington made the following motion:

"With a growing aging population and growing county service needs. I move to develop Richland County Commission on Aging."

This item was forwarded to the May D&S Committee.

At the May 27, 2014 D&S Committee meeting, the Committee recommended to hold the item in the Committee, and requested to hold a work session to review this item and report back to the Committee. The work session will include presentations by senior-related organizations currently providing services to Richland County's senior population. The Committee also directed Staff to review models for providing services to seniors from Lexington County and other jurisdictions.

At the June 17, 2014 Committee work session, the Committee requested additional information regarding the amount of funding provided by Richland County to outside agencies that provide services to seniors, programs supported by Palmetto Health, the reduction in funding to agencies that support seniors in Richland County by the United Way, Senior Resources' clients, the County's prescription drug discount card program, and a map illustrating the County's coverage of services provided to seniors.

The requested information is outlined below:

Richland County

Richland County provides senior services through the Richland County Recreation Commission (RCRC). RCRC provides a variety of programs and services for seniors. Some of the services and programs provided are as follows:

- Exercise programs
- Senior meals
- Social events

A summary (Jan. 14 – April 14) of their senior services and programs is attached. Richland County provides a dedicated millage annually to the Richland County Recreation Commission (RCRC). A funding history for the RCRC (not including debt service) is attached below. Funds for the senior services mentioned above come from this funding source.

Agency	2011 Adopted	2012 Adopted	2013 Adopted	2014 Adopted	2015 Adopted
RCRC	\$10,784,800	\$11,065,594	\$11,481,900	\$12,429,297	\$12,814,400

Additionally, Richland County provides funding to outside agencies (Senior Resources, Lourie Center and Antioch Senior Center) that provide services and programs for seniors in Richland County. Some of the services and programs provided by these agencies are as follows:

- Exercise Programs
- Wellness Programs
- Home Care
- Transportation
- Educational Classes
- Social Events
- Meals
- Legal Assistance

The funding history for Senior Resources, Capital Senior Center and Antioch Senior Center for the past five years is shown below:

Agency	2011 Adopted	2012 Adopted	2013 Adopted	2014 Adopted	2015 Adopted
Senior Resources	\$302,406.00	\$302,406.00	\$302,406.00	\$302,406.00	\$302,406.00
Capital Senior Center	\$159,600.00	\$159,600.00	\$159,600.00	\$159,600.00	\$159,600.00
Antioch Senior Center	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
Totals	\$462,006.00	\$462,006.00	\$462,006.00	\$487,006.00	\$487,006.00

Additionally, a directory of agencies that provide senior services in the Midlands is attached.

Palmetto Health:

Through their Office of Community Health, Palmetto Health provides educational, social and wellness services to seniors in Richland County. Their Richland Care Initiative improves access to healthcare for low-income, uninsured residents of Richland County, including seniors. Additionally, they provide grants to organizations that support seniors throughout the County, which are listed in their annual report (see attached).

United Way Funding:

In 2013, United Way of the Midlands received a record \$10.4 million in donations. However, over the past 3 years the funding received by agencies in Richland County from the United Way that provide direct services to seniors has decreased. The reduction in funding these agencies receive is a result of the changes in United Way's funding priorities, which reflect the issues they believe are priorities in the Midlands:

- Helping Students Succeed
- Reducing Homelessness
- Providing Affordable Healthcare

Although they continue to fund agencies that provide services for seniors (i.e. Senior Resources), the amount of funding these agencies receive has decreased. Agencies that provide services that are more consistent with their funding priorities have experienced an increase in funding over the past several years. Their 2013 Annual Report is attached.

Senior Resources' Clients:

A list of Senior Resources' clients is attached.

Prescription Drug Discount Card Program:

Since the implementation of the NACO Prescription Drug Discount Card Program, 16,354 Richland County residents have filled prescriptions using the discount card, resulting in savings of \$724,416.73. A breakdown of program usage is attached.

Map of Senior Service Coverage:

A map of senior services provided in Richland County is attached.

Richland County Council Request of Action

Subject: Richland County Commission on Aging

A. Purpose

Richland County Council is requested to develop a Richland County Commission on Aging.

B. Background / Discussion

On May 6, 2014, Council member Washington brought forth the following motion:

“With a growing aging population and growing county service needs. I move to develop Richland County Commission on Aging.”

According to the U.S. Census Bureau, South Carolina’s elderly population increased significantly from 2000 to 2010, and this trend is expected to continue as South Carolina’s elderly population is expected to double by the year 2030, with South Carolina’s senior population among the fastest growing in the nation.

The U.S. Census Bureau estimated Richland County’s 2012 population at 393,893, with 10.5% or 41,354 residents being 65 years of age or older. Given the statewide trends, the County’s elderly population will continue to grow.

In FY14, Richland County Council allocated \$302,406 in funding to Senior Resources to provide resources, programs and services to elderly adults in the Midlands. This same amount is recommended in FY15. Since 1983, the County’s contribution to Senior Resources has been dedicated solely to the benefit of Richland County’s seniors. Some of the resources, programs and services provided by Senior Resources are as follows:

- Foster Grandparent Program
 - Volunteers, aged 55 or older, who give care and attention to children with special needs, in sites such as Head Start programs, hospitals, shelters and schools. Volunteers serve 20 hours per week.
- Home Care
 - Provides services to individuals and families on a temporary or long-term basis by trained and experienced caregivers.
- Meals on Wheels
 - Delivers over 100,000 hot, noon day meals to eligible elderly, frail and homebound individuals on an ongoing basis each year.
- RSVP (Retired & Senior Volunteer Program)
 - Matches the talents and interests of people 55 and older to community volunteer needs.
- Senior Companions
 - Volunteers, aged 55 and older, who are trained to assist the elderly and homebound with essential services such as socialization, light meal preparation, accompaniment to appointments, and light household duties.
- Transportation
 - Provides transportation to qualified clients in Richland County in our Wellness Center programs and for community activities.

- Wellness Center Programs
 - Hosts resource centers for older adults to participate in health screening, nutritional meals, exercise programs, outings, education programs and transportation.

Senior Resources, which was formed by Richland County over 40 years ago, assumes many of the duties and responsibilities of a Commission on Aging. Additional local resources for seniors in Richland County include the Capital Senior Center (Lourie Center) and the Richland County Recreation Commission. The Lourie Center provides physical fitness, cultural and educational programs for adults, ages 50 and up, on a daily basis. Although, the Lourie Center does accept memberships from residents in other Counties, the vast majority of their members reside in Richland County, as they are located in downtown Columbia, SC. Some examples of the opportunities available at the Lourie Center are as follows:

- Exercise Programs
 - Offers a fully equipped gym, circuit training equipment and a variety of professionally-led fitness classes (Yoga, Tai Chi, Aerobics, Pilates, etc...)
- Educational Classes
 - Provides cultural and educational classes, including art, craft, language, tours and travel opportunities.
- Social Events
 - Hosts Friday night dances and dance concerts with live music.
- Wheels
 - Wheels is a free community transportation program, available in the Five Points and Northeast areas for the elderly and disabled.

They were recommended for \$159,600 in funding for FY15. The funding history for Senior Resources and Capital Senior Center for the past five years is shown below:

Agency	2010 Adopted	2011 Adopted	2012 Adopted	2013 Adopted	2014 Adopted
Senior Resources	\$302,406.00	\$302,406.00	\$302,406.00	\$302,406.00	\$302,406.00
Capital Senior Center	\$159,600.00	\$159,600.00	\$159,600.00	\$159,600.00	\$159,600.00
Totals	\$462,006.00	\$462,006.00	\$462,006.00	\$462,006.00	\$462,006.00

The Richland County Recreation Commission provides a variety of programs and services for seniors. Some of the services and programs provided are as follows:

- Exercise programs
 - Provides a variety of leisure and fitness experiences for senior adults at their adult activity and community centers.
- Senior Luncheons
 - Provides opportunities for social events for senior adults at their adult activity and community centers.

- Special Events
 - Provides educational resources and programs through special events for senior adults at their adult activity and community centers.

Richland County provides a dedicated millage annually to the Richland County Recreation Commission (RCRC). A funding history for the RCRC (not including debt service) is attached below. Funds for the senior services mentioned above come from this funding source.

Agency	2010 Adopted	2011 Adopted	2012 Adopted	2013 Adopted	2014 Adopted
RCRC	\$10,570,840	\$10,784,800	\$11,065,594	\$11,481,900	\$12,429,297

Additionally, The South Carolina Office on Aging and the Central Midlands Council of Government’s Regional Aging & Disability Advisory Committee work to identify the problems and needs of our elder population and implement programs designed to meet these problems and needs on a State and Regional level.

However, given the recent economic downturn, governmental budgetary restraints, potential lack of resources for our aging population and pursuant to Mr. Washington’s request, he recommends that we develop a Richland County Commission on Aging (Commission on Aging) to provide additional resources and services for the elderly population in Richland County.

Per the South Carolina Office on Aging, the primary role of a Commission on Aging is to identify the needs of our elder population and develop programs to meet those needs. Services provided the County’s Commission on Aging may include, but are not limited to:

- Local planning, program development, advocacy, and monitoring;
- Developing a plan for identifying the needs of the County’s elderly population;
- Working with the aging community to develop a solutions to the County’s elderly population’s needs; and
- Establishing and coordinating the activities of the Commission

Senior Resources, The Capital Senior Center (Lourie Center), the Richland County Recreation Commission, the South Carolina Office on Aging, and the Central Midlands Council of Government’s Regional Aging & Disability Advisory Committee all currently provide many of the aforementioned services. However, if these services are assumed by the proposed, to-be-created Richland County Commission on Aging, the aforementioned agencies could become partnering agencies, assisting the Commission in actively providing assistance and resources to the County’s growing elderly population. These potential partnerships may be effective in pooling all of the available resources together to improve the efficiency and effectiveness of senior services provided in Richland County.

At this time we are requesting direction from Council on how to proceed.

C. Legislative / Chronological History

Motion by Kelvin Washington on May 6, 2014.

D. Financial Impact

The cost to develop the Commission on Aging is unknown at this time until Council provides further direction to staff. Funding requirements would be based on the services Council wishes to provide, the partnership opportunities Council chooses, and various other factors.

For the past five fiscal years, \$2,310,030 has been provided by Richland County to Senior Resources and the Capital Senior Center.

It is unknown if the County would no longer fund these agencies, and dedicate the funds to the new Commission on Aging, or if some of the funds currently provided to these agencies would be diverted to the new Commission on Aging. Again, further direction from Council is needed to determine the financial impact..

E. Alternatives

1. Approve the motion to develop a Richland County Commission on Aging. If this alternative is chosen, Council should direct staff on what services should be provided by this organization, the types of partnerships to be undertaken, etc. Once obtained, staff can develop a budget / cost proposal / staffing assessment / etc.
2. Do not approve the motion to develop a Richland County Commission on Aging at this time.
3. Provide more funding to the aforementioned agencies, and direct that the funds be spent on certain programs chosen by County Council.

F. Recommendation

I move to develop a Richland County Commission on Aging.

Recommended by: Kelvin Washington Department: County Council Date: 5/6/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council. Approval would require the identification of budget funding

Legal

Reviewed by: Elizabeth McLean

Date: 5/21/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: May 21, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision of Council. Staff stands ready to implement whatever directives Council provides. As stated by the Finance Director, approval would require the identification of funds.

Richland County Council Request of Action

Subject

County Recycling Services [**PAGES 70-94**]

Notes

June 24, 2014 - The Committee recommended that Council not initiate the competitive process at this time, as the quality and level of service provided by the current vendor (Sonoco) is beneficial to Richland County. It is recommended that this item be revisited towards the end of the current contract, which is in 2017

Richland County Council Request of Action

Subject: County Recycling Services

A. Purpose

County Council is requested to initiate the competitive procurement process for the County's recycling services.

B. Background / Discussion

On May 6, 2014, Council member Washington brought forth the following motion:

“Move to initiate the competitive procurement process for the County's recycling services”

Richland County, through its curbside collection contractors, has picked up recyclable household waste since approximately 1995. The contract with Paper Stock Dealers Inc. (owned by Sonoco Recycling), involved the County paying Sonoco to take the recyclables.

The existing Agreement for Professional Services between Sonoco and the County was executed on April 1, 2003. The Agreement, among many other things, established rates to be charged to the County by Sonoco for taking recyclables, setting up recycling centers and servicing recycling centers. Also, Sonoco has established a Recycling Education Center at their Material Recovery Facility (MRF) off Bluff Road in an effort to educate the public about the benefits of recycling. As part of the Recycling Education Center, Sonoco hired a full-time Education Specialist to administer their education programs, which includes spending approximately 50% of their work time promoting recycling programs in Richland County schools.

The County agreed to new terms and conditions on June 1, 2005 with Sonoco. This update contained provisions for three (3) year service terms to be automatically renewed, indefinitely, with no action required of either party. However, the contract does contain a termination clause available to Sonoco and the County, which requires at least thirty (30) days prior written notice. Automatic renewals began 6-1-08, 6-1-11, and 6-1-14.

- Addendum #1 was executed April 1, 2008, and updated the rate schedule in the agreement among other things to reflect that Sonoco would pay the County for recyclables delivered to Sonoco from curbside collection of single stream recyclable materials at rates set in the Addendum.
- Addendum #2 was executed August 24, 2009, and related to fee structure changes to the agreement. Additionally, Sonoco agreed to provide containers and service them at no charge for each of our recycling centers
- Addendum #3 was executed June 22, 2011, and updated the rate schedule for paying the County for recyclables delivered to Sonoco from curbside collections.

The Professional Services Agreement and all addendums are attached with this request.

Since 2010, Sonoco has invested approximately \$5 million dollars in developing their Material Recovery Facility (MRF) off Bluff Road to primarily manage the single stream recyclables generated by the County's curbside collection program. Approximately 30 employees have been hired in recent years to facilitate the single stream recycling program of Richland County, which is approximately 50% of the total workforce (60) of the plant.

No other commercial MRF is operating in Richland County.

C. Legislative / Chronological History

Motion made by Kelvin Washington on May 6, 2014.

D. Financial Impact

The actual financial impact to the County is not easily calculated due to a number of unknowns. When looking strictly at the revenue generated from the recyclables, the estimate is that the financial impact would be negligible. However, the revenue from recyclables is minor in comparison to the ancillary services provided by our current vendor. If Sonoco is replaced or is asked to share the volume, the impact to the County would be substantial in the short term, and maybe even in the long term depending on the replacement vendor. The loss of volume by Sonoco may result in the following:

- The Education Specialist’s work will be lost. Short of having the same level of commitment from a new vendor, Solid Waste would be obligated to fill the void by adding staff (0.5 FTE) or jeopardize the progress with recycling the County has made in recent years.
- Since the MRF was developed for Richland County’s single stream recycling, the volume even if shared will not be sufficient enough to maintain the operation. Therefore, the sorting operation will be shut down and 30 employees will be laid off.
- Property taxes paid to Richland County may be reduced due to the sorting equipment being taken down and set up in a new location outside the region.
- The recycling centers may become an expense to be taken on by the new vendor or the County. It may cost over \$50,000 to purchase the replacement containers for the recycling centers and another \$50,000 per year to service them.

E. Alternatives

1. Approve the motion to initiate the competitive procurement process for the County's recycling services.
2. Do not approve the motion to initiate the competitive procurement process for the County's recycling services.

F. Recommendation

I move to initiate the competitive procurement process for the County's recycling services.

Recommended by: Kelvin Washington Department: County Council Date: 5/6/14

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: 6/9/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford

Date: 6/17/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: I recommend that this be revisited at the end of the current extension in 2017 due to the current level of commitment and service Sunoco currently provides

Legal

Reviewed by: Elizabeth McLean

Date: 6/10/14

 Recommend Council approval Recommend Council denial

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

Solid Waste

Reviewed by: Rudy Curtis

Date: 6/10/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

I recommend that Council choose Alternative 2 since the current vendor has been performing very well, has invested heavily in this market, is a local company headquartered in SC and has worked in harmony with the county for many years to build a strong recycling program inside our local government and strong recycling programs in our local communities. There is no evidence to suggest that an alternate vendor is ready to match the level of commitment which far outweighs the direct revenue from curbside recyclables. Furthermore, sharing the recyclables from curbside collection with another vendor would make the MRF no longer financially feasible for Sonoco.

Administration

Reviewed by: Warren Harley

Date: 6/10/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Recommend that Council not initiate competitive process at this time. The quality and level of service provided by current vendor is very beneficial to Richland County. Recommend that we review as we near the end of the current contract in three years 2017.

**Professional Services
Agreement**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA
AND
PSD DEALERS INCORPORATED**

THIS AGREEMENT is made and entered into this 1st day of April, 2003, by and between **RICHLAND COUNTY, 2020 Hampton Street, Columbia, South Carolina 29204**, hereinafter referred to as the **OWNER**, and **PAPER STOCK DEALERS INCORPORATED/SONOCO** whose address is 1132 Idlewide Boulevard, Columbia, South Carolina 29201, hereinafter referred to as the **PSD**.

WITNESSETH

WHEREAS, the **OWNER** desires to engage **PSD**, to provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program.

WHEREAS, the **PSD** has represented to the **OWNER** that it is qualified to perform the described work and, based upon **PSD'S** representations, the **OWNER** desires to retain the services of **PSD** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

That **PSD** shall, upon receipt of each duly executed Notice to Proceed, perform the work described in attachment "A".

The **OWNER**, in consideration of the performance of the **PSD'S** undertakings under this AGREEMENT, shall pay **PSD** twenty-five (\$25.00) dollars per ton for the cost of sorting, processing and marketing of recyclable materials collected in the countywide recycling program. This cost will also include materials delivered to **PSD'S** MRF as well as materials picked-up by **PSD** at the County's drop-off site.

ARTICLE I - DEFINITIONS

- a) Richland County Government hereinafter will be referred to as "County" or "Owner."
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement.
- c) "Contracting Officer Representative" shall be the person representing the **OWNER** on the project and whose duties will be detailed in writing to the **PSD**.
- d) All references to days shall mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) The term "PSD" shall mean the person or firm entering into this Agreement to perform work or services for the **OWNER**.
- g) The term "parties" shall mean both the "OWNER" and "PSD"
- h) The term "Work" shall include all obligations, duties, requirements, and Responsibilities, required for the successful completion of the Agreement

by PSD, including furnishing of all supervision, labor, materials and other supplies, in accordance with the terms and conditions set forth herein.

ARTICLE II -- INVOICING

PSD will invoice OWNER each month for services rendered during previous month. Under provisions of the Prompt Payment Act payment terms are "Net 30 days" the OWNER will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice. OWNER agrees to pay interest to PSD at a rate equal to one (1%) percent on sums which OWNER fails to remit to PSD within thirty (30) days from date of OWNER receipt of invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

Name of business concern;
Contract/Purchase Order number;
Complete description of services;
Price of services actually delivered;
Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.

Invoices shall be sent to:
Richland County

Richland County, Public Works
Attn: Solid Waste Manager
400 Powell Road
Columbia SC 29203

ARTICLE III -- INDEMNIFICATION

PSD shall indemnify, defend and hold harmless the OWNER, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortuous acts to the extent caused by the negligence of PSD or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of PSD or a subcontractor or an agent of the PSD or an employee of anyone of them, regardless of the negligence of the OWNER or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct of the OWNER. Upon request of the OWNER, PSD shall, at no cost or expense to the OWNER, defend any suit asserting a claim for any loss, damage or liability specified above, and PSD shall pay any cost and attorneys' fees that may be incurred by the OWNER in connection with any such claim or suit or in enforcing the indemnity granted above.

ARTICLE IV - NON-APPROPRIATIONS:

Any contract entered into by the Owner resulting from this agreement shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

ARTICLE V - OWNER'S RIGHTS OF OWNERSHIP

Except for PSD'S proprietary information, data, equipment and materials, all original plans, drawings, images, material, documentation (including electronic files or documents), and application generated and prepared by or exclusively for the OWNER pursuant to this agreement shall belong to the OWNER. PSD shall not sell, give, loan nor in any other way

provide such to another person or organization, nor otherwise utilize any commercially valuable equipment, supplies, data, images, or developments created specifically by or for the OWNER under this agreement, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the OWNER.

ARTICLE VI - LICENSES, PERMITS AND CERTIFICATES

PSD at own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this agreement.

ARTICLE VII - PROJECT ORGANIZATION

It is expected that PSD will be dealing with various members of the OWNER'S Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. He/she shall be the focal point of contact with the PSD. The Contracting Officer shall have the authority to act on the behalf of the OWNER to make binding decisions with respect to this agreement.

ARTICLE VIII - DOCUMENTATION AND PROJECT COMPLETION

Upon completion of the project, the PSD shall furnish, at no extra charge all closeout documentation including:

- Signed project completion and final payment notice approved, in writing, by OWNER'S Contracting Officer and Contracting Officer's Representative;

ARTICLE IX - INSURANCE

The PSD shall be accountable for any damages resulting from his/her activities. The PSD shall pay for all such damage. Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed insurances. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the OWNER, but regardless of such acceptance, it shall be the responsibility of the PSD to maintain adequate insurance coverage at all times. Failure of the PSD to maintain insurance coverage shall not relieve PSD of their contractual obligation or responsibility hereunder.

The information described herein sets forth-types of insurance and is not to be construed in anyway as a limitation of liability on the PSD.

PSD shall obtain and maintain such Public Liability and Property Damage insurance as shall protect PSD, their subcontractors, and the OWNER from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this agreement, whether such operations be by PSD, or his subcontractors, or by any one directly or indirectly employed by them.

Prior to commencing work hereunder, PSD, at own expense, shall obtain and maintain, throughout the duration of this agreement, the following insurance:

-Comprehensive General Liability with the following:

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

- *Bodily Injury
- *Property damage

*Bodily Injury/Property Damage

-Commercial General Liability

A minimum of \$300,000.00/\$20,000.00 per occurrence or required by the state of South Carolina on the following:

-Comprehensive Automobile Liability Insurance to protect the Proposer against claims for damages from:

*Bodily injury, including wrongful death; and

*Property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with fulfillment of obligations under his contract.

e. Workers Compensation Insurance including Statutory Workers' Compensation Benefits and Employer's Liability in the amounts as then required under South Carolina law. The Policy shall include an "all states" endorsement

f. Satisfactory Certificates of Insurance shall be filed with the County prior to starting any work under this agreement. The following is required on the certificate:

- (1) Richland County must be shown as an additional insured on General Liability and Auto Liability policies.
- (2) The cancellation provisions should provide thirty (30) days notice of cancellation
- (3) Certificate must have original signature.
- (4) Certificate Holder should read:

Richland County South Carolina
2020 Hampton Street
Columbia, SC 29204

ARTICLE X - AUDIT OF RECORDS

PSD shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by PSD in the performance of the service herein. OWNER shall have the right, upon thirty days notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine PSD'S books and records relating to these several areas.

ARTICLE XI - SEVERABILITY:

If any term of provision of this contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

ARTICLE XII - FORCE MAJEURE & EXCUSABLE DELAYS

PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions,

*strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both PSD and subcontractor, and without the fault or negligence of either of them, PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

ARTICLE XIII – TERMINATION

OWNER shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or telegraphic notice. Upon receipt of any termination notice, PSD shall immediately discontinue services on the date and to the extent specified in the notice. PSD shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by OWNER to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by PSD prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

OWNER may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written or telegraphic notice to the PSD:

if PSD shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by PSD; or

if PSD becomes involved in some legal proceedings that in the opinion of OWNER interfere with the diligent, efficient performance and satisfactory completion of the services; or

if PSD fails to make delivery of the supplies or to perform the services within the time specified or any OWNER-authorized extension thereof.

ARTICLE XIV – GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by agreement between PSD and OWNER shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

ARTICLE XV – OWNER FURNISHED DATA

All data and materials, negatives, diapositives, aerotriangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other OWNER furnished property shall remain the exclusive property of OWNER. PSD agrees that such OWNER property will be used for no purpose other than for work for OWNER under this agreement. PSD shall sign and deliver a written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to OWNER.

ARTICLE XVI – PROPRIETARY INFORMATION

Any proprietary information concerning OWNER, its products, data documentation services or manufacturing processes which are designated as proprietary information by OWNER and disclosed to the PSD incident to the performance of this Agreement shall remain the property of OWNER and are disclosed in confidence, and no rights are granted to PSD to

produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes, or reveal, disclose, or publish any such data and documentation.

ARTICLE XVII – PUBLICITY

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder (other than a brief announcement upon contract execution) shall be issued by PSD without the prior written approval of OWNER. Any inquiry, which PSD may receive from news media concerning this Agreement, must be referred to the OWNER's Senior Public Information Coordinator for coordination prior to response.

ARTICLE XVIII – GRATUITIES

OWNER prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. PSD or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of OWNER.

ARTICLE XIX – CHANGES

PSD is not authorized to make changes without prior written permission from the OWNER.

ARTICLE XX – DEFAULT

In case of default, the OWNER reserves the right to purchase any or all data and materials stipulated in the proposal instructions on the open market, charging PSD with any excessive cost. Should such charges be assessed, no subsequent solicitations of the defaulting PSD shall be considered until the assessed charge has been satisfied.

ARTICLE XXI – COMPENSATION

OWNER agrees to pay PSD as compensation for Scope of Work fees payable in monthly installments, no later than thirty days after receipt of invoice by OWNER.

ARTICLE XXII – ENVIRONMENTAL HAZARDS

PSD shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the Project site. In the event PSD'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve the PSD of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

ARTICLE XXIII - FORCE MAJEURE & EXCUSABLE DELAYS

The PSD shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the PSD. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather, but, in every case the failure to perform must be beyond the control of both the PSD and subcontractor, and without the fault or negligence of either of them, the PSD shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the PSD to meet the required time to permit the PSD to meet the required delivery schedule.

ARTICLE XXIV - PRIMARY PSD, ASSIGNMENT AND SUBCONTRACTING

The PSD shall be the "Prime PSD", and the agreement shall be the primary agreement. All other agreements between the OWNER and the PSD shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. OWNER shall consider PSD to be sole point of contact with regard to all contractual matters of this project. The PSD hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the PSD shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the OWNER for approval prior to execution of the contract. The approved PSD-subcontractor contractual agreement, excluding financial information, shall be included in this agreement. Acceptance by the OWNER of such subcontract shall not in any way relieve PSD of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such subcontractor services and actions on PSDY'S behalf.

ARTICLE XXV- CONTRACT DOCUMENTS

This agreement (*eight pages*)

ATTACHMENTS:

- a. "Attachment "A" and "B" (*five pages*)

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire agreement between OWNER and PSD. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.



PSD AND OWNER ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This agreement will be effective on: April 1, 2003.

PSD:

COUNTY:

PAPER STOCK DEALERS INC./SONOCO RICHLAND COUNTY, SOUTH CAROLINA

By: Blake Boyd
Authorized Signature

By: Rodolfo A. Callwood
Authorized Signature

Blake Boyd
Print/Type Name

Rodolfo A. Callwood
Print/Type Name

President
Title

Director of Procurement
Title

May 4, 2003
Date

June 4, 2003
Date

Brenda Edwards
Signature Attest for Company

Valerie G. Price
Signature Attest for County

Brenda Edwards
Print or Typed Name and Title

Valerie G. Price, Buyer
Print or Typed Name and Title
My Commission Expires January 10, 2010

SEAL

SEAL



Attachment "A"

**Paper Stock Dealers, Inc./
Sonoco**

Statement of Work

1 of 5

PSD/SONOCO agrees to the following terms and conditions.

1. The cost for sorting, processing and marketing all materials collected in the countywide recycling program will be \$25.00. This includes materials delivered to (PSD) Material Recovery Facility (MRF) as well as those materials picked up by PSD at the County's drop-off site.
2. PSD may supply containers (if requested in writing) at the County's drop-off sites for glass and cardboard. There will be a \$55.00 charge per container per month. PSD will haul these containers to the MRF for a fee of \$40.00 per pull
3. All offers extended to Richland County will be extended to other municipalities in the County, excluding the City of Columbia, for sorting, Processing and marketing commingled recyclable materials collected in those municipalities.
4. The County will be responsible for all costs of residual transportation and disposal.
5. That facility operating hours shall allow access to County collectors during normal working hours and agreed on weekend hours and after hours for special recycling collection days,
6. PSD will provide a recycling educational center that will be available to the public during regular business hours.
7. Is certified and in compliance with applicable Federal and State equal employment laws,
8. To provide tonnage report for all types of materials accepted,
9. To be responsible to obtain and maintain through the entire life of the contract, at own expense, all necessary permits, variances, and other documentation necessary to carry out the required scope of service,
10. To provide a dedicated building devoted to sorting and baling commingled and slightly contaminated recyclable materials coming from residential and office recycling programs in Richland County,
11. That materials will off-loaded inside a building,
12. To provide all-weather off loading with vehicles dumping in the interior of the building,
13. To make every effort to minimize the volume of residue coming from materials generated by the County,
14. That all recyclable materials generated by the County will be sold or given to permit recycling facilities,

15. Guarantee that under no circumstances will PSD/SONOCO ever deposit recyclable materials generated by the County in any landfill,
16. To submit tonnage data reports for all types of materials accepted on a monthly basis to be received by the first Monday of each month. Should the first Monday fall on a County holiday, the report shall be submitted the immediate following workday. The reports and its data will relate to the Richland County recycling program only and will not be combined with data from any other program.

Exhibit "B"

**Paper Stock Dealers, Inc./
Sonoco**

Pilot Program

Pilot Program – Richland County Recycling Program

Richland County will provide residents with an additional recycling bin so those two bins can be used to store recyclables in a limited area. The area shall consist of Area 5B which is currently serviced by Johnson's Garbage Service. One bin will be used for newspapers and the second bin will be used to store commingled plastics, aluminum, and bimetal cans. Collection trucks will alternate pickups of segregated news and commingled recyclables. Existing trucks will be used without altering service routes. The only additional expense will be the cost of a second container and education of the residents affected.

1. PSD will pay Richland County \$15.00 per ton for separated newspapers.
2. The fee for processing the remaining commingled materials will be \$15.00 per ton.

The pilot program will continue until written notification of cancellation or written notification of any alterations made to include additional areas.

PAPER STOCK DEALERS, INC SERVICE AGREEMENT

General Terms And Conditions

SERVICES RENDERED. The Customer agrees to furnish and the undersigned (PSD) agrees to collect all Recyclable Material (as defined herein) in accordance within the terms hereof.

RECYCLABLE MATERIALS. The material to be furnished by Customer and collected by PSD pursuant to this agreement is the recyclable material now or hereafter owned and produced by Customer, excluding all contaminated which, in PSD's reasonable judgment, prevents resale value of such material ("Recyclable Material"). In the event that any material furnished to PSD by Customer as Recyclable Material is hereafter, due to the presence of contaminants therein rejected by a potential purchaser or otherwise determined by PSD not to be resalable, Customer shall pay PSD the charges incurred by PSD for hauling and disposal of such material. All Recyclable Material shall be placed in PSD approved receptacles. PSD shall acquire title to Recyclable Materials when loaded into PSD's receptacles.

PAYMENTS BY CUSTOMER. Customer shall pay PSD on a monthly basis for the services and/or equipment furnished by PSD in accordance with the charges and rated provided for herein. Payments shall be made by customer to PSD within thirty (30) days after the receipt of an invoice from PSD.

LIABILITY FOR EQUIPMENT. Customer acknowledges that it has the care, custody, and control of equipment owned by PSD and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of PSD. Therefore, Customer expressly agrees to defend, indemnify and hold harmless PSD from and against any and all claims for loss of or damage to property or injury to or death of person or persons, resulting from or arising in any manner out of customer's use, operation or possession of any equipment furnished under this agreement

BINDING EFFECT. This Agreement is a legally binding contract on the part of both PSD and Customer and their respective heirs, successors and assigns in accordance with terms and conditions set out herein.

TERM. This Agreement is for a term commencing on the date hereof and continuing until three (3) years after the date service begins hereunder and shall be renewed for successive three (3) year terms without further action by the parties, but may be terminated at any time by either of the parties hereto upon not less than thirty (30) days prior written notice (certified mail).

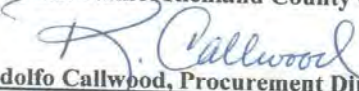
SERVICE CHANGES. The type, size and amount of equipment and the frequency of service, and corresponding changes in rates, may be changed by the parties either in writing or by the practices and actions of the parties without affecting the validity of this agreement. This agreement shall continue in effect for the term provided

**PAPER STOCK DEALERS, INC
SERVICE AGREEMENT**

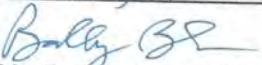
herein and shall apply to changes of service address location of the Customer within the area in which PSD provides collection service.

EXCUSED PERFORMANCE. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, and acts of God.

Customer Name: Richland County Government


Rodolfo Callwood, Procurement Director

Date: 6-1-05


Bobby Banks, General Manager Solid Waste & Recycling

Date: 5/25/05

PSD Representative: *Jane Hiller*

Title: Account Representative

Date: 12/08/04

Addendum #1



ADDENDUM #1, RECYCLING PROGRAM

The following is addendum # 1 is to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agents of each party and is renewable annually not to exceed two years from date of execution.

The agreement for provide the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1North Second Street, Hartsville, SC 29550 (*hereinafter referred to as "SONOCO"*) and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (*hereinafter referred to as the "OWNER"*). It is understood and agreed to by the parties that this is addendum #1 of agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

Curbside Program:

- Material delivered to Sonoco Recycling
- Fiber: 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
- 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
- \$0 per ton charge
- Richland County will be responsible to incur expense for residue removal and disposal.

Drop off program:

- Collected by Sonoco Recycling

30 cubic yard closed top recycling containers

- Rental: \$50 per container (up to 6 units)
- Hauling to processing facility: \$75 per trip

Roll-off Compactors

- Rental: \$200 per month per unit (one unit per site)
- Hauling to processing facility: \$75 per trip

Material Payment for Separated Commodities

- OCC - 30% of Southeast Yellow Sheet grade #11
- Newspaper - 50% of Southeast Yellow Sheet grade #6 News
- Mixed Plastic and Cans - \$0 fee / \$0 payment
- Glass - \$10 per ton charge to county

Addendum # 1 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 1ST day of April 2008, set our hand and seal hereon.

SONOCO RECYCLING:

BY: [Signature]

MYLES COHEN PRESIDENT
PRINT/TYPE NAME TITLE

[Signature]
Signature Attest for Company

Suzanne R. Rogers Notary
Printed or Typed Name and Title

RICHLAND COUNTY, SOUTH CAROLINA:

BY: [Signature]

Rodolfo A. Callwood, Director
PRINT/TYPE NAME TITLE

[Signature]
Signature Attest for County

Yolanda Davis, Buyer
Printed or Typed Name and Title



Addendum #2

ADDENDUM #2, RECYCLING PROGRAM

The following is addendum #2 to the contract to provide sorting, processing and marketing of recyclable materials collected in the countywide recycling program. The addendum becomes effective upon execution of both authorized Agent of each party and is renewable annually not to exceed two years from date of execution.

The agreement is for providing the sorting, processing and marketing of recyclable materials collected in the countywide recycling program as approved by Richland County on April 1, 2003.

WHEREAS, SONOCO RECYCLING, 1 North Second Street, Hartsville, SC 29550 (hereinafter referred to as the "SONOCO") and Richland County Government, 2020 Hampton Street, Columbia, South Carolina (hereinafter referred to as the "OWNER"). It is understood and agreed to by the parties that this is addendum #2 of the agreement for sorting, processing and marketing of recyclable materials is accepted by both parties; and

WHEREAS, it further is understood and agreed to by the parties that the following:

Curbside Program:

- Material delivered to Sonoco Recycling
- Fiber:
 - 50% of Southeast Yellow Sheet #6 news if over \$45 per ton
 - 25% of Southeast Yellow Sheet #6 news if under \$45 per ton
- Mixed (commingled) Processing:
 - \$0 per ton charge
 - Richland County will be responsible to incur expense for residue removal and disposal.

Drop-off Program:

- Collected by Sonoco Recycling
- 30 cubic yard closed top recycling containers
- Rental:
 - \$0 per container (up to 6 units)
 - Hauling to processing facility:
 - \$0 per trip

Material Payment for Separated Commodities

- OCC - 30% of Southeast Yellow Sheet grade #11
- Newspaper - 50% of Southeast Yellow Sheet grade #11
- Mixed Plastic & Cans - \$0 fee / \$0 payment

Addendum #2 is governed in all respects by and does incorporate herein all those terms, conditions, rights and responsibilities of the parties as more particularly set forth in the OWNERS Recycling Program Agreement dated April 1, 2003;

The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court, then the remaining terms of the agreement will remain in full force and effect.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 24th day of August 2009, set our hand and seal hereon.

SONOCO RECYCLING:

By: Marcy Thompson

Marcy Thompson
Vice President & General Manager - Sonoco Recycling

Jim Hince
Signature Attest for Company

Jim Hince
Printed or Typed Name and Title

RICHLAND COUNTY, SOUTH CAROLINA

By: Rodolfo Callwood
Rodolfo Callwood, Director
Print/Type Name Title

Christy Swafford
Signature Attest for County

Christy Swafford, Asst. Director
Printed or Typed Name and Title

Addendum #3

ADDENDUM

This is a 3rd ADDENDUM to the SUPPLY AGREEMENT between Sonoco Recycling, Inc. of Hartsville, South Carolina and Richland County Proposal dated May 18, 2011.

In partnership with Richland County we propose to add the following Addendum changes to current Recycling Contract.


- 1) We will provide the current 27 containers (8 yards, compartment cans, and roll offs) for the seven drop off sites at Ballentine, Blythewood, C&D Landfill, Lower Richland, Public Works, and Sonoco free of charge.
- 2) We will provide service to the above mentioned sites free of charge also.
- 3) We will provide equipment and service for Pilot programs for multi-family complex's (examples: Enclave and Woodlands)
- 4) We will provide Richland County with signs for seven of their drop off centers and others as they come on line. (Sonoco will provide detailed Quarterly reports)
- 5) We will develop an educational video in partnership with Richland County and assist Richland County with a public education program.
- 6) We will add additional drop off sites and provide containers as they are needed
- 7) Curbside Program Payment plan:

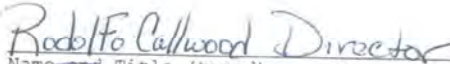
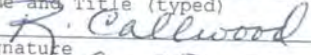
Avg. Weighted Mkt. Price	Payment to Richland County per ton
\$0 - \$80	\$5 floor
\$81 - \$150	\$10
\$151 - \$200	\$15
\$201 - \$250	\$20
\$250 - \$300	\$25

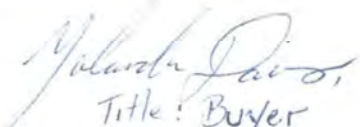
All other terms and conditions will remain the same.

In Witness Whereof, the parties have executed this Agreement by their duly authorized officers or representatives the day and year written above.

SONOCO RECYCLING, INC.
James Wade Brown
Division Vice President & General Manager
Name and Title (typed)


Signature
6/17/2011
Date


Name and Title (typed)

Signature
6-22-2011
Date


Title: Buyer
expires: 1-31-2015



Richland County Council Request of Action

Subject

Department of Public Works: Denton Dr. Ditch Stabilization Project **[PAGES 95-100]**

Notes

June 24, 2014 - The Committee recommended that Council approve the request to fund the Denton Dr. Ditch Stabilization Project in the amount of \$197,120.00.

Richland County Council Request of Action

Subject: Department of Public Works: Denton Dr. Ditch Stabilization Project

A. Purpose

County Council is requested to approve funding for the Denton Dr. Ditch Stabilization Project in the amount of \$197,120.00. Funding will come from the Stormwater Budget.

B. Background / Discussion

A service request was received in September 2011 for a badly eroding ditch at 1026 Denton Dr. When the site was inspected by Public Works, it was discovered that the erosion is actually affecting six (6) different properties. The erosion has caused these property owners to lose a noticeable portion of their side yards, and the existing fences have been undermined and are falling down.

This ditch is a blue-line stream and a permit is required from the US Army Corps. of Engineers to perform any stabilization. Because this is such a significant project, it cannot be completed by the Public Works in-house project crew. The design portion of the project was publically advertised and bid, and the engineering firm CDM Smith was hired to supply the County with a design. Because this project is using a specialized product for the ditch stabilization, there are only two companies locally that can install the product, the manufacturer and the local certified installer. For this reason, Procurement only required that cost estimates from these two companies be obtained. The amount requested in this ROA is for the construction of the project.

If this project is not completed, the erosion in the ditch will continue to worsen, and the 6 affected properties will continue to lose more of their side yards and fences.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history. This project came about after a service request was received in September 2011. The project was advertised in August 2012, and CDM Smith was hired in October 2012 to complete the design for this project.

D. Financial Impact

The design provided to the County by the engineer was to install a product by a company called Filtrexx. There is only one certified installer, Eco-FX, for this product in the surrounding area. The County received cost estimates from both Filtrexx and Eco-FX, and the lower of the two was from Filtrexx in the amount of \$179,200. A 10% contingency has been added to this estimate, which brings the total requested amount to \$197,120. Funding will come from the Stormwater Budget.

E. Alternatives

1. Approve the request to fund the Denton Dr. Ditch Stabilization Project in the amount of \$197,120.00.
2. Do not approve the request to fund the Denton Dr. Ditch Stabilization Project in the amount of \$197,120.00.

F. Recommendation

It is recommended that Council approve the request to fund the Denton Dr. Ditch Stabilization Project in the amount of \$197,120.00.

Recommended by: Ismail Ozbek Department: Public Works Date: 5-7-14

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: 5/9/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford Date: 5/9/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

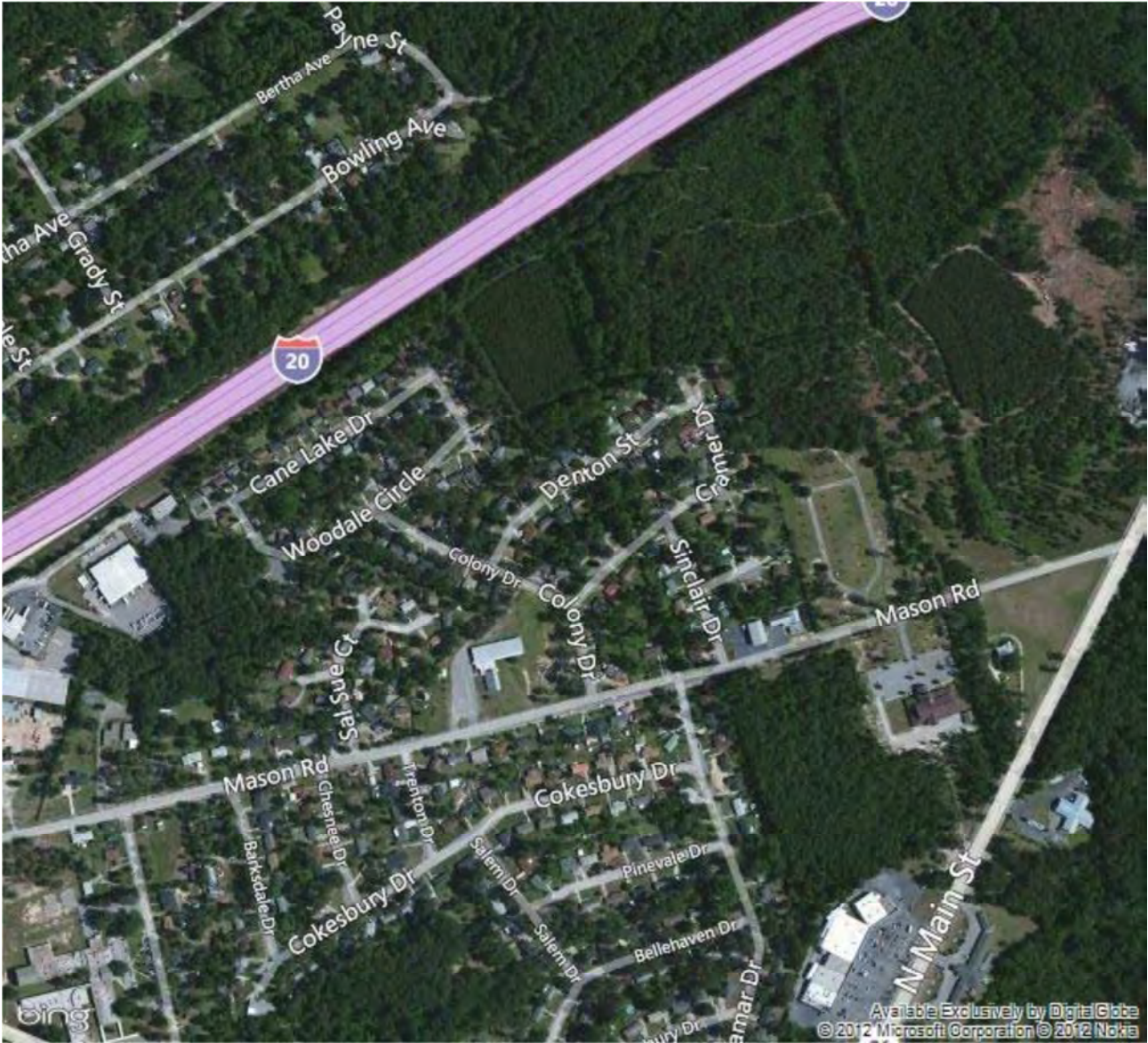
Legal

Reviewed by: Elizabeth McLean Date: 5/29/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 6/10/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Aerial Maps of Denton Drive



Pictures of Denton Drive





Richland County Council Request of Action

Subject

Expiration of County's Municipal Solid Waste Disposal Contract **[PAGES 101-122]**

Notes

June 24, 2014 - The Committee recommended that Council approve the extension of the County's municipal solid waste disposal contract with Waste Management of SC through June 30, 2015. Also, the Committee authorized Staff to negotiate the contract amount prior to the July 1, 2014 Council meeting.

Richland County Council Request of Action

Subject: Expiration of County's Municipal Solid Waste Disposal Contract

A. Purpose

County Council is requested to approve an extension of the County's municipal solid waste disposal contract with Waste Management of SC (WMSC).

B. Background / Discussion

Richland County generates municipal solid waste (MSW) from local government activities and curbside collection services provided to the citizens. Historically, much of the MSW was disposed of in the County's MSW landfill located on Caughman Road North. That landfill stopped taking waste in the mid-1990s when a new State regulation was implemented. At that time Council determined it to be in the best interest of the County to negotiate a disposal contract with a private regional MSW landfill.

Richland County entered into a "Host Community Agreement for Disposal of Municipal Solid Waste in a 'Subtitle D' Landfill Facility" with Chambers Waste Systems of South Carolina, Inc. on September 25, 1995. The contract called for an initial rate of \$18 per ton for disposal with an annual inflation escalator based on the annual CPI. The term on the contract was for five (5) years with four additional five year options which would end in 2020. The contract contained a host fee of \$1.00 per ton to be paid to the County for each ton of waste disposed of in their Screaming Eagle Road facility when the waste was generated outside Richland County. Not long after the contract was executed Chambers was purchased by USA Waste who in turn merged with Waste Management USA. The contract is now with WMSC. The disposal facility is Richland County Landfill, Inc. (RCL). See Exhibit A – Original Contract.

The County exercised the renewal option on three (3) occasions since 1995. The current renewal option became effective January 1, 2009 and is scheduled to end June 30, 2015. The contract provides for a disposal rate of \$27.10 per ton and has a host fee of \$1.50 per ton for all out-of-county waste disposed of in the landfill. See Exhibit B – Addendum to Original Contract.

RCL has had no substantive compliance issues involving SCDHEC in recent years. The facility has permitted disposal capacity to last approximately forty (40) years at the present annual disposal rate. The County pays for about 95,000 tons of MSW disposal per year. WMSC has offered an early renewal option with an initial disposal rate of \$25.10 per ton (a \$2.00 per ton decrease) with the host fee remaining at \$1.50 per ton for out-of-county waste. The modified contract would take effect upon execution and provide disposal services for the County until June 30, 2020. Exhibit C – WMSC Proposal

C. Legislative / Chronological History

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

D. Financial Impact

The actual financial impact to the County is not known. However, if one assumes that disposal tonnages remain steady, the savings from disposal fees would approach \$200,000 per year. The fact that the proposed change would take effect immediately provides opportunity for saving to the FY15 Solid Waste budget.

E. Alternatives

Provide guidance to staff on the alternative(s) Council wishes to pursue:

1. Approve the extension of the County's municipal solid waste disposal contract with Waste Management of SC (WMSC).

2. Do not approve the extension of the County’s municipal solid waste disposal contract with Waste Management of SC (WMSC), and re-bid the contract well in advance of June 30, 2015.

F. Recommendation

It is recommended that Council choose Alternative 1 since WMSC has been performing very well and the proposed contract offers significant and immediate financial benefit. The County has had a long and mutually beneficial relationship with WMSC and there are no apparent downsides to exercising the option for the fifth term of the original contract.

Recommended by: Rudy Curtis Department: Solid Waste & Recycling Date: 6/10/14

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: 6/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford

Date: 6/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. As the proposed amendment is not attached, Legal will review and comment when the document is provided.

Administration

Reviewed by: Warren Harley

Date: 6/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY)

HOST COMMUNITY AGREEMENT FOR
 DISPOSAL OF MUNICIPAL SOLID WASTE
 IN A "SUBTITLE D" LANDFILL FACILITY

THIS Agreement, made as of the 25th day of September, 1995, by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County" as the owner of Municipal Solid Waste), and CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC., a corporation duly organized and existing under the laws of South Carolina (the "Contractor").

1. Scope of Agreement: Contractor shall provide all of the work and services required by this Request for Proposal #062-P-95 (hereinafter referred to as the "RFP") for the disposal of the County's municipal solid waste from within the boundaries of the County and for the benefit of the County and the political subdivisions located within the County (hereinafter referred to as "MSW") at Contractor's MSW disposal facility, said work and services more particularly described in the RFP at Section II, Description of Services. All such work and services shall be performed in accordance with the terms and conditions of this Agreement.

2. Term of Agreement: The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2000. County shall have the right, but not the obligation to renew this Agreement for up to four additional five year periods under the same terms and conditions, and the County shall provide written notice of its desire to not renew not less than twelve months prior to the expiration of initial term or any extension hereof.

3. Compensation: County agrees to pay Contractor \$18.00 per ton of MSW and, except for the maximum annual inflation adjustment provided for herein, there shall be no deviation from these charges without a written change order as provided for herein. The maximum annual inflation adjustment during the first five years shall be based upon United States Department Labor Southern Urban Wage Earners Index, or 5%, whichever is less. The charges shall include all tariffs, taxes, fees and other assessments imposed by federal, state or local governments in effect as of the date hereon and through June 30, 2000. In the event of any extension, as provided for in paragraph 2 above, and in addition to the maximum annual inflation adjustment based upon the United States Department of Labor Southern Urban Wage earners Index, or 5%, whichever is less and upon prior County approval as hereinafter described, the Contractor will pass through without markup, and the County will pay, any new costs not in place at the time of the commencement of this Agreement in 1995 including, taxes, regulatory requirements, or unanticipated increases in costs of items included in the composition of pricing in the original proposal submitted to the County in 1995. The burden will be upon the Contractor to demonstrate that the new costs proposed to be passed through to the County are appropriate as herein specified and will provide documentation to the County.

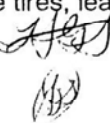
[Handwritten signature]
(B)

in such form as the County requires to reiterate the costs at the time of the original proposal and the new costs which are proposed to be passed through. It is further agreed that in the event that the County and Contractor are unable to resolve any matters concerning these new proposed costs, the County will pay all new proposed costs not disputed, and any new costs disputed will be submitted to the appropriate resolution processes provided for in Richland County Ordinance § 2-621.3, subject to Contractor's right to appeal from the Procurement Review Panel to the County Administrator which shall be the final administrative review.

4. Host Community Assessments: The County shall be entitled to receive a host fee of one dollar (\$1.00) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor's Facility. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

5. Billing: Contractor will invoice the County for recurring monthly services for the preceding month in which services were rendered. The billing cycle will begin on the first day of each month and end on the last day of each month. The County will pay for services provided by Contractor within forty-five (45) days of receipt of an invoice, which will be submitted to the County not later than the 10th business day of the next succeeding month. If Contractor is late in rendering an invoice or portion of an invoice, there is no penalty for being late other than the fact that payment from the County will not be due until forty-five (45) days after receipt of the invoice. These invoices shall contain the amount of MSW, by tons, received by the Contractor at the facility during the preceding calendar month, and subdivided by MSW received from the County, and MSW received from sources other than the County. The invoice shall be in the format set forth in Exhibit A and attached hereto and incorporated herein by reference. County agrees to pay the invoice not later than the 45th day following receipt, and any failure to pay the invoice in accordance herewith shall result in the County paying to Contractor 1.5% per month on all unpaid and due balances beyond the due date as herein set forth. In the event of any dispute between the parties regarding the amount owed, the County agrees to pay all undisputed amounts and, if the Contractor prevails in its position regarding any such disputes, the amount provided for herein to be applied to any unpaid balance beyond its original due date would be applicable to that disputed amount from the time it should have been paid until the time actually paid following said dispute. Contractor will provide additional information, if available, on the invoice as requested from time to time by the County at no extra cost to the County.

6. Acceptable Waste: Contractor shall accept for disposal at the facility any material allowed for disposal by its permits, state or federal laws, rules and regulations; however, acceptable waste expressly excludes yard wastes, whole tires, lead-acid batteries, white goods and any of the following "unacceptable wastes":



- a) any material which is toxic, infectious, pathological, highly flammable, explosive, radioactive or otherwise reasonably determined to be dangerous.
- b) any material the disposal of which would violate federal or state laws, rules, regulations and permits.
- c) any material classified by state or federal authority as "hazardous waste."
- d) any non-hazardous waste which nevertheless poses a substantial present or potential hazard to human health, the facility or the environment unless special handling and disposal procedures are employed.
- e) any non-hazardous domestic irrigation return flows or industrial wastewater sludges not approved for disposal by DHEC regulations, or industrial discharges which are point sources subject to permits.
- f) any nuclear or by-product material, as defined by the Atomic Energy Act of 1964, as amended.

7. Rejection of Unacceptable Waste:

- a) The Contractor, per rules, regulations and laws, shall inspect all waste which is delivered to the Contractor's facility for disposal. The Contractor shall reject unacceptable waste as listed in paragraph 6 entitled Unacceptable Waste.
- b) In the event of any such rejection of unacceptable waste delivered by the County to Contractor's facility for disposal pursuant to this Contract, the County shall be responsible for the immediate removal of the rejected waste from the Contractor's facility and for its subsequent disposal elsewhere. The Contractor will cooperate with the County by assisting in the location of suitable alternative disposal facilities or disposal procedures for rejected, unacceptable waste.



8. Insurance: Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder performed by Contractor, its agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- a) Commercial general liability occurrence, not "claims made", based insurance with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

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such limits shall apply separately to this facility.

b) Automobile Liability insurance with limits not less than \$1,000,000 per accident/\$2,000,000 annual aggregate for bodily injury and property damage.

c) Worker's Compensation insurance as required by the State of South Carolina and Employer's Liability Insurance with limits not less than \$500,000 per accident for bodily injury or disease.

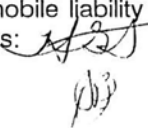
d) Pollution Legal Liability insurance with limits not less than \$4,000,000 per loss/\$4,000,000 annual aggregate for:

- 1) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other hazardous substances, irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

Any deductibles or self-insurance retentions must be declared to and approved by the County. At the option of the County, either: a) the insurer shall reduce to a maximum of \$50,000 or eliminate such deductibles or self-insurance retentions as respect County, its officials and/or employees, or b) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:



e) County is to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operation of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to County, its officials and/or employees. Contractor also agrees to notify County sixty (60) days in advance of any cancellation or changes to insurance coverages shown on the certificate.

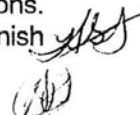
f) For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officials and/or employees. Any insurance or self-insurance or self-insurance maintained by the County, its officials and/or employees shall be excess of the Contractor's insurance and shall not contribute with it.

g) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty days' prior written notice by certified mail, return receipt requested, has been given to the County.

i) If any of the aforementioned insurance policies are written on a claims made basis, Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than an A unless otherwise approved by County. County prefers not less than an A A.M. Best rating on all insurance. Contractor agrees to achieve this rating for all insurance as soon as practicable but not later than June 30, 1996, unless extended by the County upon request of the Contractor. Contractor shall furnish County with the opportunity, upon request, to inspect and review the original and any subsequent endorsements and/or policies effecting the coverage required by this specification upon demand. A completed certificate of insurance is also required. The certificates of insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance are to be received and approved by County before work commences. Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Contractor shall include all subcontractors as insured under its policies or shall furnish



separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be required to present to the Contractor evidence that it is covered for Worker's Compensation and against losses occurring during that hauler, transporter, or other's presence on site at Contractor's facility covering general commercial liability losses, including automobile losses, with limits not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate for bodily injury, personal injury, and property damage. At Contractor's request, the County will also provide current certificates of insurance pursuant hereto.

9. Modification/Change Orders: Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing, signed by County and Contractor, and executed with the same formality as this Agreement.

10. Cooperation: The County hereby agrees to cooperate with the Contractor as follows:

a) to allow Contractor to dispose of non-County MSW, provided that such MSW complies with all applicable laws, rules, regulations and permit conditions. The County agrees to take no action limiting Contractor's legally permitted acceptance and disposal of MSW which originates outside of the County. The County agrees to issue a letter of consistency for the annual acceptance and disposal of 655,000 tons of MSW. In the event the Contractor seeks to enhance this amount, and without waiving or affecting the Contractor's rights, agrees to follow the laws, rules and regulations of the County and DHEC and seek a letter of consistency from the County for any such increase. In the event the County issues a letter of consistency to the Contractor, such issuance shall not waive or affect any rights of the County. In the event there are any changes in the current laws, rules or regulations governing this matter, the parties agree to act in good faith to amend the Contract to reflect such changes. It is agreed between the parties that the South Carolina Department of Health and Environmental Control and the United States Environmental Protection Agency shall be the recognized regulatory authorities for permitting, siting, design, construction, operation, closure and post-closure activities. Contractor shall be subject to compliance with all other applicable laws, regulations, rules and ordinances which govern the operation of all businesses similar to or the same as Contractor and of all businesses generally in Richland County.

b) to take no action inconsistent with the obligation of the Contractor hereunder including maintaining appropriate permitted capacities and regulatory approval for the on-going operation of its business. The County

will support Contractor's ability to satisfy the requirements hereunder, so long as the Contractor does satisfy the requirements.

c) The County agrees that from time to time special or unforeseen circumstances beyond the control of the Contractor may require special consideration of permitted tonnages at the Contractor's facility. The County agrees to cooperate with the Contractor in such circumstances and to assist the Contractor to enable acceptance of such disposal in those instances where such circumstances are established.

d) All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be responsible for complying with this Contract, all site rules and regulations, and all applicable laws and regulations and will follow and abide by the reasonable instructions of the Contractor while on site.

11. Termination: This Agreement may be terminated pursuant to the following:

a) **Nonappropriations** -- If the Richland County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order, issued in or for any fiscal year, during the term of this contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are not longer available without any termination charges or other liability therefore incurring to the County. The County specifically recognizes and understands that the utilization of this provision will be confined to those circumstances where genuine financial exigencies exist. The County further agrees to consider in good faith other alternatives given the public safety, health, and importance of the functions herein provided for and will exercise this provision only upon genuine, authentic, and appropriate circumstances. In such event, the County shall provide Contractor with notice not less than thirty days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of the occurrence of this circumstance described immediately above, the Contractor shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies as deemed necessary by the County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

b) **For Cause** -- In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of this contract that are neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis, but any deviation which impairs the utilization or value of the facility to the County will be regarded as a material breach. If such notice of material breach is given

and Contractor has not begun correction of the material breach within two days or has not substantially corrected the material breach within ten days of receipt of the written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right, at its option, to purchase any and all services or other items thereafter in the open market, charging Contractor with any additional costs, or to exercise the provisions herein elsewhere provided concerning the performance bond. Contractor specifically acknowledges and agrees the purpose hereof is to make the County whole, and specifically pledges that is the purpose of these alternative remedies available to the County hereunder, and the County specifically recognizes that the remedies are not designed to yield anything in excess of a make whole outcome for the County. Should a charge for services procured in the open market following breach be assessed, no subsequent bids or proposals of the Contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where Contractor provides, or seeks to provide, any services for a price higher than specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other material in the possession of the County or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

c) **For Convenience** -- County shall have the right to cancel this contract in whole or in part upon 12 month's written notice following the initial five year term hereof, for convenience.

12. Warranty:

a) Contractor's services are warranted to be performed in a timely and workmanlike manner. Contractor warrants that it is aware of and understands the potential hazards which are presented to persons, property, and the environment in the performing of the services as described in this contract. It will operate the facility and store and dispose of such MSW, all in full compliance with all applicable governmental laws, regulations and orders. The facility is to be appropriately licensed and permitted to store and dispose of the MSW. In the event the facility loses its permitted status hereafter during the terms of this contract, Contractor shall promptly notify County of such loss.

b) Contractor warrants and represents that the facility will be available upon the commencement date hereof. In the event that the facility is not available to receive County's MSW on that date, or at any time thereafter

[Handwritten signature]
[Handwritten initials]

during the term or extension of the Agreement, Contractor shall receive and dispose of the MSW at another permitted facility. In the event an alternate facility receives MSW, it shall be subject to all of the terms and conditions of this Agreement.

13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, its officials and/or employees from and against any and all claims, damages, losses and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of, or resulting from the willful misconduct, or willful or negligent omissions, or negligent performance of services provided by Contractor. Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims, defined as claims, suits judgements, costs, losses, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any hazardous substance, material, irritant, contaminant or pollutant in or into the atmosphere, or on or onto, in or into the surface or subsurface of soils, water or water course, objects or any tangible or intangible matter, whether sudden or not. Neither Contractor, nor its employees, assignees, or subcontractors shall be deemed employees of County while performing hereunder and shall otherwise be an independent Contractor. Nothing herein contained shall be deemed as an express or implied waiver of the sovereign immunity of the County or a pledge of the full faith and credit of the County.

14. Force Majeure/Unavoidable Delay: The Contractor shall not be liable for any failure to perform hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. The County shall not be liable for any failure to pay for the services hereunder for any breach of contract if the failure or breach arises out of causes beyond the control and without the fault or negligence of the County. In either case, such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or County. The foregoing shall be regarded as an "unavoidable delay" as that term is used in this Agreement.

15. Employment Opportunity: The Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of the 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by such laws.

16. Advertising Use and Representation: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the County and is considered by the County as

superior to other services. The County reserves the right to review and approve any commercial advertising wherein the County's use of the Contractor's services under this contract is referenced. Such review shall be timely and approval shall not be unreasonably withheld.

17. Assignment: This Agreement shall be binding upon the Contractor, its successors, and assigns, in accordance with the terms and conditions of this Agreement. This Agreement shall not be assigned by the Contractor without the express written consent of the County, such consent to be within the sole discretion of the County, provided that the Agreement may be assigned by the Contractor to a parent, subsidiary or affiliated corporation with notice to the County in writing. In the event of any such assignment as provided in the immediately preceding sentence, Contractor agrees to submit to the County, prior to such assignment, such financial information as reasonable and appropriate to determine that the assignment to any parent, subsidiary, or affiliated corporation in no way dilutes or diminishes the County's remedies or decreases financial stability of the entity that is required to provide performance hereunder. Except as stated in the foregoing, any change in the majority ownership or operation control of the Contractor shall be deemed an assignment by operation of law and shall not be permitted except as provided for herein.

18. Breach/Waiver: No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied shall constitute a consent to, or waiver of, or excuse for, any different or subsequent breach.

19. Governing Law: Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina on all matters and disputes arising, or to arise, under this Agreement and the performance thereof, including all matters pertaining to the validity, construction, interpretation, and effect of this Agreement. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Richland County, except as herein provided in this Agreement.

20. Notice and Agents: Any and all notices permitted or required to be given hereunder shall be deemed duly given:

- a) upon actual delivery, if delivery is by hand; or
- b) upon receipt by the transmitting party of confirmation or answer back if delivery is by telecopier or telegram; or
- c) upon deposit into the United States mail if delivery is by posted prepaid registered or certified return receipt requested mail. 

Each such notice shall be sent to the respective party at their regular business address or to any other address as the respective party may designate by notice delivered pursuant hereto.

21. Severability: If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

22. Attorney's Fees: In the event that the County brings suit or other actions for any reason against the Contractor hereunder, the County may seek attorney's fees from the Contractor and the Contractor will pay the County such attorney's fees as the Court may award if the County prevails in its action. Otherwise, attorney's fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses except as elsewhere herein provided pursuant to paragraph 13, Indemnification.

23. Entire Agreement and Priority of Documents: This document, and the September 1, 1995 Letter of Agreement, together with all subordinate and other documents incorporated by reference herein will constitute the entire Agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. The Contractor hereby agrees, except where this Agreement specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by the Contractor to the County leading to this Agreement, and all other Contractor representations, commitments, and warranties, including the September 1, 1995 Letter of Agreement prior to and in connection with this Agreement, shall be deemed to be, and are, incorporated by references into and made part of this Agreement. The RFP and the Contractor's response to the RFP (hereinafter referred to as the "Response") are specifically incorporated into and made a part of this Agreement. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the Agreement, the order of priority in descending order is i) this document, and the Letter of Agreement, ii) the RFP, and then iii) the Response.

24. Contract Administration:

a) The Contracting Officer for Richland County is the person occupying the position of the Director of Procurement. Questions or problems arising after award of this Agreement shall be directed to the Contracting Officer, as well as all correspondence, change order requests, amendments, etc., P.O. Box 192, 2020 Hampton Street, Suite 3064, Columbia, SC 29204, telephone (803) 748-4736.

b) The Contracting Officer shall appoint a Contracting Officer's Representative (COR) to monitor contract compliance. Such appointment shall be made in writing and the Contractor shall be notified. The authority of the COR is limited and the

limitations shall be addressed in the appointment letter. All correspondence, complaints, invoices, etc. shall be routed through the COR and submitted for final approval of the Contracting Officer.

25. Examination of Records: The Administrator of the County or his duly authorized representative(s) shall until three (3) years after final payment under this contract, have access to and the right to all records involving all transactions related to this Agreement.

26. Drug Free Workplace Act: It is the intent of Richland County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to this Agreement. Contractors shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply shall constitute a material breach.

27. Performance Bond: The Contractor shall furnish a Performance Bond within ten (10) calendar days after a written notice is issued by the County indicating execution of this Agreement by Richland County Council. Contractor shall provide and bear the burden of the cost of the Performance Bond. The bond shall be, for the period from the execution of this contract through and including June 30, 1996, in an amount equal to the revenues engendered by disposal of 97,000 tons on an annualized basis. Thereafter, and for each fiscal year following, not later than sixty (60) days prior to the expiration of said fiscal year, the bond shall be adjusted to reflect the annualized rate of the tonnage for that preceding fiscal year to cover the succeeding fiscal year and shall continue in like manner each year the contract is in effect, including any renewal.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date and year first above written.

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: *Harriet Bernice Sealed*

Title: Chairperson

**CHAMBERS WASTE SYSTEMS OF
SOUTH CAROLINA, INC.**

By: *Jim Koster*

Title: Assistant Vice President

WITNESS

By: *Kathleen J. Jones*

Title: Asst. to County Attorney

WITNESS

By: *Lawell C. Jones Jr.*

Title: JONES - SOUTH CAROLINA

19044785

HOST COMMUNITY AGREEMENT FOR DISPOSAL OF MUNICIPAL SOLID WASTE IN A "SUBTITLE D" LANDFILL FACILITY BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC.

TABLE OF CONTENTS

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Richland County Office of Procurement

TIM GIFFEL
DIRECTOR

P.O. Box 192
Columbia, South Carolina 29202
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Phone: (803) 748-4730

September 25, 1995

Tyler Fitzgerald
General Manager
Chambers Waste Systems of South Carolina, Inc.
1047 Highway Church Road
Elgin, SC 29045

NOTICE TO PROCEED

Re: Solid Waste Disposal Services
Request for Proposals No. 062-P-95
Contract No. RC-PS-96-034

Dear Mr. Fitzgerald:

Richland County hereby accepts your offer to perform the above-referenced solid waste disposal services.

This *formal notification to proceed* with the requirements of the contract shall become effective on **October 2, 1995**. The terms of the contract are enumerated in the executed agreement between Richland County and Chambers Waste Systems of South Carolina, Inc.

The contract number shall be **RC-PS-96-034**. Please use this number on all relative correspondence. The Contracting Officer's Representative shall be Liston "Sack" Edge, Director of Solid Waste Management. He can be reached at 803/ 735-7313.

(JTS)


**DUPLICATE
ORIGINAL**

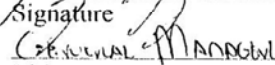
Please provide to this office within ten (10) calendar days all necessary performance and/or payment bonds and insurance certificates. Please sign one original of this letter to signify acknowledgement, and return it to my attention. The other original is for your records. If you have any questions or require additional information, please do not hesitate to contact me at 803/748-4736.

Very truly yours,


Tim Giffel
CPCM, CPPB

ACKNOWLEDGEMENT:



Signature


Title
25 SEPTEMBER 1995

Date

cc: RC-PS-96-034
T. Cary McSwain, County Administrator
Debbie Shurr, Finance Director
Sack Edge, Director of Solid Waste Management

**DUPLICATE
ORIGINAL**

STATE OF SOUTH CAROLINA) **ADDENDUM TO HOST COMMUNITY**
) **AGREEMENT FOR DISPOSAL OF**
) **MUNICIPAL SOLID WASTE IN A**
 RICHLAND COUNTY) **“SUBTITLE D” LANDFILL FACILITY**

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the “County”), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the “Contractor”) entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility dated September 25, 1995, and which now provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina (“Landfill Facility”) (hereinafter referred to as the “Agreement”); and

WHEREAS, the Agreement provides for the payment of a host fee to the County equal to one dollar per ton of municipal solid waste received at the Landfill Facility from outside the county; and

WHEREAS, the Agreement further provides options for the County to extend the term of the Agreement through June 30, 2020; and

WHEREAS, the County has determined that it is in the best interest of the County to modify the Agreement in exercise the County’s option to extend the term of the Agreement through June 30, 2015 in consideration of an increase in the host fee for such waste to one and one-half dollars per ton.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound do agree to the terms and conditions below which shall be an addendum to the Agreement:

1. All defined terms not otherwise defined herein shall have the same meaning herein as ascribed to them in the Agreement.

2. Paragraph 2, **Term of Agreement**, is amended to read as follows:

“The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2015. County shall have the right, but not the obligation to renew this Agreement for one additional five year period under the same terms and conditions, and the County shall provide written notice of its desire to not renew not less than twelve months prior to the expiration of the initial term or any extension hereof.”

3. Paragraph 4, **Host Community Assessments**, is amended to read as follows.

“The County shall be entitled to received a host fee of one dollar (\$1.00) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor’s Facility. Effective January 1, 2009, such host fee shall increase to one and one-half dollars (\$1.50) per ton. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.”

3. All other terms and conditions of the Contract not inconsistent with this Addendum shall remain in effect. “

4. This Addendum may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of January 1, 2009.

(SIGNATURE PAGES TO FOLLOW)

<p>RICHLAND COUNTY, SOUTH CAROLINA</p> <p>By: <u>Paul Livingston</u> Paul Livingston Title: Chairman of County Council</p> <p>WITNESS: By: <u>Michelle & Dawn Smith</u> Title: Clerk to County Council</p>	<p>WASTE MANAGEMENT OF SOUTH CAROLINA, INC.</p> <p>By: <u>[Signature]</u> Title: <u>AVP</u></p> <p>WITNESS: By: <u>Termy Lee</u> Title: <u>Staff Accountant</u></p>
---	--

[Signature]
Richland County Attorney's Office
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.



June 9, 2014

Richland County Government
2020 Hampton Street
Columbia SC 29201

Tony McDonald
Richland County Administrator

Tony,

It is always a pleasure to visit with you and discuss how Richland County and Waste Management have collaborated for the betterment of the entire Richland County Community. Per our discussion please accept this letter as a formal request to move forward in an early renewal of the Disposal Contract between Richland County and Waste Management of South Carolina Richland Landfill. As discussed during our meeting the rate will be lowered by \$2.00 per ton, the host fee will remain at its current rate of \$1.50 per ton back to Richland County. This new disposal rate would have an immediate effective date once passed by Richland County Council. It is our desire to continue to build our partnership in ways that enhance the quality of living for all Richland county Residents. I remain hopeful that this long lasting relationship will continue to produce added benefits to everyone in Richland County.

In the event you have any questions related to this formal request, please let me know. As always, it is wonderful to spend time with you, and your staff.

Sincerely,

Mindy Spires

Public Sector/Community Relations
Waste Management of South Carolina

Richland County Council Request of Action

Subject

RC Conservation Commission Financial Contribution for theAcquisition of a Historic Property [**PAGES 123-130**]

Notes

June 24, 2014 - The Committee recommended that Council send this item to the A&F Committee for review.

Richland County Council Request of Action

Subject: RC Conservation Commission Financial Contribution for the Acquisition of a Historic Property

A. Purpose

County Council is requested to approve a contribution of \$20,000 from Richland County Conservation Commission (RCCC) funds for Olympia Community Education Foundation (OCEF) to acquire a historic building in Olympia for preservation and community use.

B. Background / Discussion

Dr. Sherry Jaco, a member of the OCEF, approached RCCC in February 2014 about their efforts to purchase the building at 1170 Olympia Avenue for use as a museum to interpret life in the Olympia and Granby mill villages. This building was the first Olympia School from 1901 to 1909. Aware of our historic preservation grant program, Dr. Jaco submitted a grant application for restoration funds by the deadline of February 20, 2014. However, the Historic Committee concluded that while the project was a worthwhile one, funds for acquisition were the first priority and the grant program criteria did not provide for purchase funds.

The owner of the building submitted a Historic Building Eligibility application, which the RCCC approved on March 24, 2014. Good documentation and early photographs (see attached) amply demonstrate why the structure meets the criteria for an association with events that have made a significant contribution to the broad patterns of the history of Columbia.

OCEF, a 501(c) (3) organization, is the fiscal agent for the project and will own and maintain the building. Their mission is to promote educational programs and a positive image for the Olympia Community. A museum located in an original mill house will help preserve the rich history of the Olympia and Granby villages, demonstrating how mill families lived, studied and worked. Use of the building for community purposes such as meetings, classes, exhibit space, and after school programs is being explored.

Dr. Jaco has pledged totaling \$40,000 for the purchase of the building. She requested a contribution from the RCCC at their April meeting. On May 19, 2014 the RCCC approved \$20,000 from FY15 funds to assist in the acquisition, with the condition the funds would be returned if the building ceases to serve as a museum and public space. We expect OCEF to apply for a historic preservation grant (FY 16) to assist with the restoration of the building. The owner is willing to sell the house for \$90,000, which is \$8,000 less than the purchase price in 2012 – see attached data from Assessor's Office. The Community Development Block Grant program has recognized the historic significance of the project, and the improvement it will bring to the Olympia neighborhood by committing \$30,000 funds in their FY15 federal allocation.

C. Legislative / Chronological History

This is an RCCC and staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

RCCC has \$20,000 available in its FY15 budget for special projects under its Professional Services category.

E. Alternatives

1. Approve the request for RCCC to contribute \$20,000 of FY15 funds toward the purchase of the original Olympia School for use as a mill village museum and community space.
2. Do not approve the request for RCCC to contribute \$20,000 of FY15 funds toward the purchase of the original Olympia School for use as a mill village museum and community space. If the request is not approved, OCEF may not be able to raise the funds to purchase the building before the landowner feels compelled to sell it to another buyer. The opportunity to preserve the original school for public use will be lost.

F. Recommendation

It is recommended that Council approve the request for RCCC to contribute \$20,000 of FY15 funds toward the purchase of the original Olympia School for use as a mill village museum and community space.

Recommended by: Nancy Stone-Collum Department: Conservation Date: 6/6/14

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: 6/16/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Funds are available as noted

Legal

Reviewed by: Elizabeth McLean

Date: 6/16/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. I would recommend and MOU with the receiving entity directing that the funds be returned in the event that property ceases to serve as a museum or public historical/educational space (and any other requirements council would like to place on the funds).

Administration

Reviewed by: Sparty Hammett

Date: 6/19/14

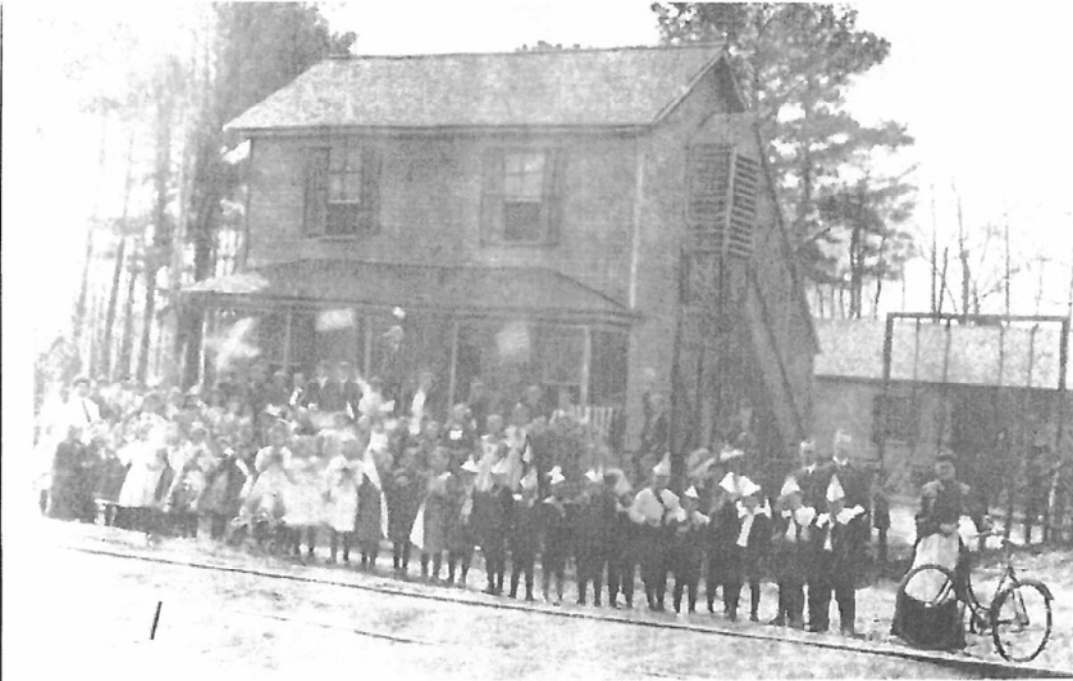
Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

DRAFT

Olympia School in 1903



OLYMPIA SCHOOL - 1903

Miss Marie Powers is at right with bike. Outside stairs have been added for private access to second story enlarged room, also as a safety measure. Columbus Street Railway tracks in front of school.



OLYMPIA SCHOOL INTERIOR - 1903

Partitions was removed to enlarge classroom. Note window at right. Partition was emphasized, note flags on wall end of room. Grades one, two and three were included in the first floor classroom.

Assessor Data View

The information provided on this page reflects data as of **December 31, 2012** and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER.** While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

Owner Information	
Tax Map Number:	R11203-06-04
Owner:	GREENE ROY L
Address 1:	1170 OLYMPIA AVE
Address 2:	
Address 3:	
City/State/Zip:	COLUMBIA SC 29201
Property Location/Code:	1170 OLYMPIA AVE <input type="checkbox"/>

Tax Information	
Year:	2013
Property Tax Relief:	(\$974.90)
Local Option Sales Tax Credit:	(\$124.46)
Tax Amount:	\$843.86
Paid:	Yes
Homestead:	No
Assessed:	\$3,920.00

Assessment Information			
Year Of Assessment:	2014	Legal Residence:	Yes
Tax District:	1UR	Sewer Connection:	CITY
Acreage Of Parcel:	0.00	Water Connection:	CITY
Non-Agriculture Value:	\$12,500.00	Agriculture Value:	\$0.00
Building Value:	\$84,000.00	Improvements:	\$1,500.00
Taxable Value:	\$98,000.00		
Zoning:	RM-HD	RESIDENTIAL, MULTI-FAMILY	

Property Information			
Legal Description:	LOT 1 BLOCK 9	#SU PACIFIC MILLS	
	84.2X105X84.9X105	#PR I-76	
Land Type:	RESIDENTIAL LAND		

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
GREENE ROY L	02/21/2012	I	R1743/ 622	\$98,000.00	Q
PHILLIPS SHERRY R	10/07/2008	I	R1468/ 1893	\$5.00	2
PHILLIPS JEFFREY L	09/20/2000	I	R0444/ 1046	\$55,000.00	9
PHILLIPS JEFFREY L &	03/05/1996	I	D1304/ 831	\$37,500.00	Q

Qualification Code Definitions

Structure Information

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage
1	2014	DUPLEX - WALL GROUP 1	1910	2.0	4	2.0	1788	2040

Structure Details

Structure Type	Structure Description	Building Number
Building Element	AC TYPE...NONE	1
Building Element	ARCHITECTURAL STYLE...CONVENTIONAL	1
Building Element	BUILDING SHAPE...SQUARE	1
Building Element	ELECTRICAL...BELOW AVERAGE	1
Building Element	EXTERIOR WALL 1...COMP OR WALLBOARD	1
Building Element	EXTERIOR WALL 2	1
Building Element	FOUNDATION...PIERS	1
Building Element	HEAT TYPE/FUEL...CONVECTION/GAS	1
Building Element	INSULATION...AVERAGE	1
Building Element	INTERIOR FLOOR 1...PINE OR SOFTWOOD	1
Building Element	INTERIOR FLOOR 2	1
Building Element	INTERIOR WALL 1...3-PLASTER/DRYWALL	1
Building Element	INTERIOR WALL 2	1
Building Element	ROOF COVER...ASPHALT SHINGLE	1
Building Element	ROOF STRUCTURE...GABLE OR HIP	1
Building Element	STRUCTURAL FRAME	1

Misc Improvement	FIREPLACE-1 STORY SINGLE/MHOME	1
Misc Improvement	FIREPLACE-1 STORY SINGLE/RESID	1
Misc Improvement	FIREPLACE-1 STY SGL/COMMERCIAL	1

Exemptions

Exemption Year	Exemption Description

DRAFT

Richland County Council Request of Action

Subject

South Carolina Rural Infrastructure Grant Approval and Additional Funding for Project Engineering Design and Easement Acquisition [**PAGES 131-148**]

Notes

June 24, 2014 - The Committee recommended that Council accept the RIA grant in the amount of \$350,000 and approve the allocation of \$60,000 to be used for engineering design and easement acquisition. Staff will identify and recommend a funding source for the \$60,000 at the July 1, 2014 Council Meeting.

Richland County Council Request of Action

Subject: South Carolina Rural Infrastructure Grant Approval and Additional Funding for Project Engineering Design and Easement Acquisition

A. Purpose

County Council is requested to accept a \$350,000 Rural Infrastructure Authority Grant to be used toward the construction of a portion of Phase II of the Lower Richland Sewer Project and provide \$60,000 in funds for Phase II non-construction expenses needed to carryout grant activities (project engineering, design and easement acquisition).

B. Background / Discussion

Richland County Council approved the funding plan and authorized staff to proceed with the development of Phase I of the Lower Richland Sanitary Sewer Project on February 19, 2013. The funding for Phase I in the amount of \$12,937,700 has been identified which includes a Rural Development grant and loan, a State Revolving Fund principal forgiveness loan and a Richland County contribution in the form of waived sewer tap fees.

The South Carolina Rural Infrastructure Authority (RIA) has reviewed the project and has offered a \$350,000 grant toward the construction of a portion of Phase II of the project. A copy of the grant award letter and grant agreement are attached. The portion of Phase II to be funded includes the following:

- Construction of gravity sewer lines on Tulip Lane;
- Construction of gravity sewer lines on Walnut Lane;
- Construction of gravity sewer lines on a portion of Horrell Hill Road;
- Construction of gravity sewer lines on a portion of Cabin Creek Road; and
- Connection of the Hopkins Elementary School to the regional sewer system

A map depicting this section of the system has been attached. The cost to construct this portion of the Phase II system, including engineering and acquisition costs, is estimated at \$410,000; the RIA has offered \$350,000 to be used towards constructions costs.

The balance of Phase II that would not be constructed at this time consists of the following:

- The remaining proposed gravity sewer lines serving the southern portion of the Hopkins Community in Zone 3; and
- All of the proposed gravity sewer lines, the pump station, and force main serving the eastern portion of the Hopkins Community in Zone 4.

Construction of all of Phase II, including all of the above referenced sections is estimated at \$3,357,500.

The RIA grant can only be used to fund the actual construction of this system expansion; therefore, additional funding will be required to fund the engineering design and possible easement acquisition cost. As with Phase I of the project, Joel E. Wood & Associates will provide the engineering services. The engineering design is estimated to be approximately \$36,000 and the easement acquisition cost is currently unknown but is estimated to be approximately \$24,000. We will not know the number of easements or the value of those easements until the design is complete. Therefore, funding to cover the additional \$60,000 expenses will need to be identified and allocated before the construction of this portion of Phase II can proceed.

Funding for the remaining portions of Phase II has been discussed with USDA Rural Development and SRF, but has not been obtained at this time.

C. Legislative / Chronological History

- October 5, 2010 – Council approved project and Memorandum of Understanding (MOU) with the City of Columbia
- February 19, 2013 – Council approved the funding plan for the sewer system
- October 1, 2013 – Council awarded the engineering design contract for Phase I of the project
- June 3, 2014 – Council accepted a \$577,000 SRF Principal Forgiveness Loan for Phase I

D. Financial Impact

RIA has offered a \$350,000 grant toward the construction of a portion of Phase II of the Lower Richland Sewer System. An additional \$60,000 is needed for the engineering design and possible easement acquisition. The source of the \$60,000 will need to be determined before the project can proceed.

E. Alternatives

1. Approve the acceptance of the RIA grant in the amount of \$350,000 and identify and allocate \$60,000 to be used for engineering design and easement acquisition cost.
2. Do not accept the RIA grant.

F. Recommendation

It is recommended that County Council accept the RIA grant in the amount of \$350,000 and identify the source and allocate \$60,000 to be used for engineering design and easement acquisition.

Recommended by: Andy H. Metts

Department: Utilities

Date: 6/5/14

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: 6/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports approval but as stated in Financial Section, a funding source is required to be identified for the \$60k prior to moving forward with final acceptance.

Procurement

Reviewed by: Christy Swofford

Date: 6/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 6/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/23/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 6/23/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Robert M. Hitt III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

May 23, 2014

Mr. Tony McDonald
County Administrator
Richland County
2020 Hampton Street
Columbia, SC 29201

Re: Grant #R-14-1050

Dear Mr. McDonald,

Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Authority (RIA). Enclosed is a copy of the grant agreement, which must be executed in order for Richland County to accept the Basic Infrastructure Grant approved for the Lower Richland Sanitary Sewer project as described in the grant application.

It is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Agreement) and return one of these originals to this office within 15 days from the date of award.

This grant award is subject to all the terms and conditions of the Grant Agreement under which this award is made. You will be required to submit a progress report to this office on the first day of each calendar quarter. The first reporting date for your grant is October 1, 2014. Timely submission of reports will ensure the processing of requests for payments from your grant award. Project Management Procedures and forms which must be used in the administration of the grant are located on the RIA website at www.ria.sc.gov. Please include the grant number on all reports, requests for payment and correspondence.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Liz Rosinski at 803.737.6804, or lrosinski@ria.sc.gov.

Sincerely,


Bonnie Ammons
Executive Director

Enclosures

cc: RIA file
Andy Metts

1201 Main Street, Suite 1600, Columbia, SC 29201 | P: 803-737-0390 | F: 803-737-0894

SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD

<u>Grantee:</u>	Richland County	<u>Date of Award:</u>	May 19, 2014
<u>Grant Title:</u>	Lower Richland Sanitary Sewer	<u>Award Amount:</u>	\$350,000
<u>Grant Period:</u>	May 19, 2014 – November 19, 2015	<u>Grant Number:</u>	R-14-1050

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement.

SPECIAL CONDITIONS

1. Grantee must submit revised application narrative, forms and budget to include the wastewater upgrades to Hopkins Elementary in Zone 2B. Also, update the number of customers to benefit.
2. Grantee must provide written confirmation that at least 70% of the proposed customers will connect to the new lines in Zone 2B. The applicant is responsible for service and connection costs.
3. Grantee must provide an implementation schedule for the RIA project.
4. Grantee must clarify the need for acquisition in the RIA project.
5. Grantee must comply with the RIA Project Management Procedures.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within fifteen (15) days from the date of award.



Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:

Signature of Executive Official (with authority to execute contract)

Date

Typed Name and Title of Chief Executive Official

ATTEST:

Signature of Authorized Official

Title of Authorized Official

SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD

<u>Grantee:</u>	Richland County	<u>Date of Award:</u>	May 19, 2014
<u>Grant Title:</u>	Lower Richland Sanitary Sewer	<u>Award Amount:</u>	\$350,000
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Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:

Signature of Executive Official (with authority to execute contract)

Date

Typed Name and Title of Chief Executive Official

ATTEST:

Signature of Authorized Official

Title of Authorized Official

Robert M. Hitt III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT
Richland County (Grant #R-14-1050)

In accordance with the provisions of Section 11-50-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Rural Infrastructure Authority, hereinafter called the "Authority," does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). The acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with the terms and conditions set forth in this Agreement, as well as the Grant program requirements and project management procedures, and any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement and must be executed and returned to the Authority within 15 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the 18 month time period reflected in the Grant Award during which the Grant will be implemented.
- (f) Contractor means a private contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.

5/14

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- (i) Grantee means the unit of government or other eligible entity such as a special purpose or public service district, or public works commission, designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: RIA PROGRAM REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of Title 11, Chapter 50 of the Code as well as any project management procedures provided by the Authority.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is included by reference to this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application. Funds obligated or expended prior to the Grant Award or for activities that have not received written approval from the Authority shall be considered ineligible expenses and shall not be eligible for payment from Grant funds.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a written request to the Authority and obtain prior written approval from the Authority. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds.

Section 5: PAYMENT. The Grantee must submit to the Authority a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept,

full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Section 8: PROCUREMENT: All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that such policy substantially conforms to the South Carolina Consolidated Procurement Code and Regulations. If the Grantee has no established procurement policy, it must follow the South Carolina Consolidated Procurement Code and Regulations.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority and its representatives, the Grantee's public records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 9: MBE OBLIGATION. The Grantee agrees to ensure that minority business enterprises (MBE) as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with grant funds provided under this Agreement. In

this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that MBEs have the maximum opportunity to compete for and perform contracts.

Section 10: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit all proposed agreements with subrecipients or third party Contractors engaged to perform work within the scope of the Grant to the Authority prior to finalizing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with the process outlined in the local procedures, provided such procedures are consistent with the South Carolina Consolidated Procurement Code and Regulations.

Section 11: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under State or local laws, as applicable.

Section 12: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 13: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 14: PROJECT START-UP. The Project must be substantially underway within 90 days of the Award Date. If the Grantee does not begin the Project within 90 days of the Award Date, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Project shall be considered substantially underway if the Grantee has incurred contractual obligations for goods or services in connection with the Project, to the satisfaction of the Authority, to indicate that the Project will be completed within the Grant Period.

Section 15: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change or relief. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 16: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 17: FUNDING OVERRUNS/UNDERRUNS. The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for the cost overruns.

Section 18: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within 18 months of the Award Date, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended and accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority or deobligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays and, justification why the Project should be granted an extension, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension to complete the Project. The Authority, in its sole discretion, may terminate a grant that cannot be completed in a timely manner and require that any portion of funds not disbursed to the Grantee be returned.

Section 19: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the first full quarter after commencement of the Project. Quarters begin on January 1, April 1, July 1 and October 1. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Authority.

Section 20: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final

disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 21: MONITORING. The Grantee must maintain all Project-related or Grant-related records for review by the Authority or other State agency as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, or program guidelines or other State requirements. Such records shall be made available for random audit and review by the State but generally the Authority will provide at least 24 hour advance notice of any review to be completed during business hours. Any deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified in this Agreement.

Section 22: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds.

Section 23: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 24: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon written notification.

Section 25: OWNERSHIP. In the event property or equipment is acquired in whole or in part with Grant funds, the Grantee must retain ownership and ensure that such property is used solely for purposes authorized by the Authority. The Grantee must follow state requirements for management, use and disposition of the property. If the property acquired is no longer needed by the Grantee following the completion of the Project and close out of the Grant, it should be used for similar qualified activities. An equipment control record form must be submitted at Grant close out for all non-expendable property costing \$5,000 or more that is subject to verification by an auditor or the State.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: DISCRIMINATION. The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 28: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 29: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 30: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 et. seq. of the Code. The Grantee shall also generally avoid any action that might result in or create an appearance of conflict.

Section 31: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the

Application or any other approval or concurrence of the Authority required under this Agreement.

Section 32: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the South Carolina General Assembly or a State agency.

Section 33: POLITICAL ACTIVITY. None of the Grant funds or, materials, property or services provided directly or indirectly under this Agreement 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 Section 8-13-765 of the Code.

Section 34: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 35: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 36: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Tony McDonald
Administrator
Richland County
2020 Hampton Street
Columbia, SC 29201

Section 37: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the

Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 38: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 39: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

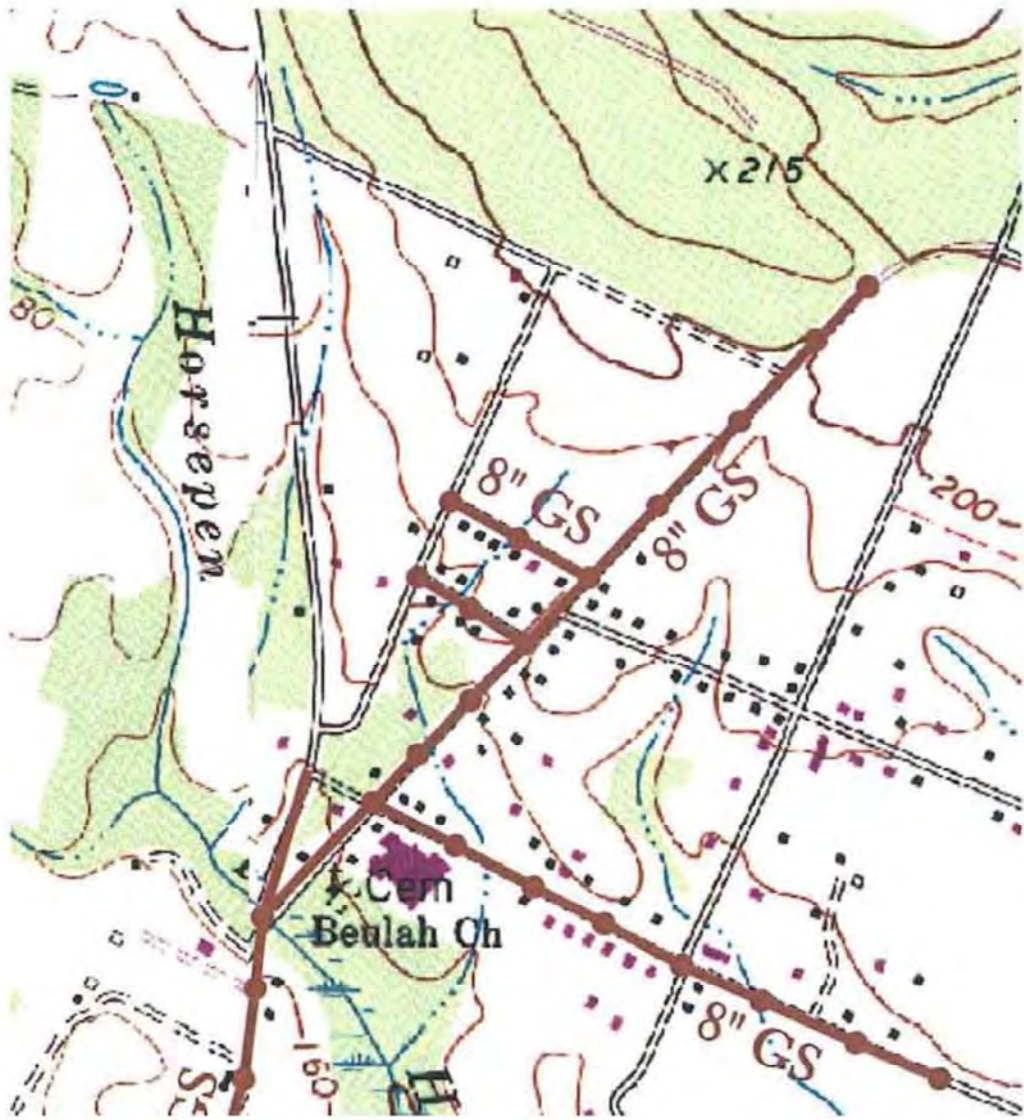
Section 40: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 41: LIABILITY & INDEMNIFICATION. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying the Authority up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 42: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 43: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 44: ASSIGNABILITY: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee and the Authority.



LEGEND

- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN

Drawing not to scale

**CDM
Smith**
 1301 Gervais Street, Suite 1600
 Columbia, South Carolina 29201
 Tel: (803) 758-4500

PREPARED FOR
**RICHLAND COUNTY
 UTILITIES DEPARTMENT**

**LOWER RICHLAND
 SEWER SYSTEM
 COLLECTION ZONE 2B**

DRAFT

Richland County Council Request of Action

Subject

Hospitality Tax Ordinance Agency Procurement [**PAGES 149-159**]

Notes

June 24, 2014 - The Committee recommended that Council require agencies receiving \$50,000 and up in Hospitality Tax funds adopt County and State procurement guidelines for Richland County Hospitality Tax spent dollars. This is effective July 1, 2015. Staff will adhere to the guidelines and monitoring procedures outlined in the Request of Action.

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator

MEMO

To: Richland County Council
From: Sara Salley, Grants Manager
Date: June 17, 2014
RE: Hospitality Tax Procurement Item

During the June 3, 2014 County Council meeting, Council sent the Hospitality Tax Procurement item back to the A&F Committee for more discussion. Council members voiced interest in applying this policy change to not just the three Hospitality Tax Ordinance Agencies, but to all agencies receiving Hospitality Tax.

In FY15, 50 outside agencies will receive Hospitality Tax allocations. These agencies range in size as some are established nonprofits with full time staff and others are small, volunteer nonprofit organizations with no paid staff.

Increasing the number of agencies required to follow the County procurement policy may require an additional staff person needed to monitor this policy as the original monitoring plan only covered three agencies.

As for the mention of SC State Code (Title 11, Chapter 35) in the draft policy, this language was provided by the previous Procurement Director. Title 11, Chapter 35 is the State's consolidated public procurement code that the County's ordinance is based upon. All County's must follow this code and have additional county ordinances that speak to county specific thresholds and procedures.

Staff recommends that if this policy passes for all agencies receiving Hospitality Tax dollars, that this new requirement begin in FY16 for all agencies, and FY15 for the Ordinance Agencies. Agencies who applied for FY15 Hospitality Tax funds in March 2014 did so without knowledge of this possible requirement. Also, time will be needed to educate the agencies on the County's Procurement Code and new procedures.

Richland County Council Request of Action

Subject: Hospitality Tax Ordinance Agency Procurement

A. Purpose

County Council is requested to approve a plan to require Hospitality Tax (HTax) Ordinance Agencies to adopt County procurement guidelines for spent dollars.

B. Background / Discussion

On September 17, 2013, Council member Rush brought forth the following motion:

“To look at hospitality ordinance agencies adopting county procurement guidelines for spent dollars”

The following plan was presented to Council during the January 2014 Retreat. The goal is for HTax Ordinance Agencies (Columbia Museum of Art, Historic Columbia Foundation, EdVenture) receiving annual HTax dollars to spend those tax funds wisely using fair and competitive procurement practices modeled after the County’s Procurement Ordinance. Per Council’s request, this issue was forwarded back to the A&F Committee and staff prepared a side by side comparison of each Agency’s spending policy and the County’s procurement code. This information is also attached.

Current Procedures:

Each year, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency’s internal procurement procedures that are approved by their board and outside auditors.

Draft Procedure:

All purchases made with Hospitality Tax funds shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendors, and the prevention of conflicts of interest. Towards this end, it shall be the policy of the agency receiving Hospitality Tax funds that, whenever practical, leases, goods, and services required by these agencies shall be procured through a competitive purchasing policy which may be achieved through competitive bidding or through requests for proposals.

All purchases of goods and services shall be made according to the established procurement policy of the grantee, provided that it models Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). If the grantee has no established procurement policy, it must follow Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). The grantee’s procurement policy will be reviewed by Procurement staff to assure that it is as restrictive as these standards and it provides fair and open competition. Procurement staff will then report any issues to Administration.

All procurement documentation for items purchased with County funds must be kept on file for three years. All of these records are subject to review by Richland County.

Monitoring of Procurement Practices:

- Ordinance Agencies will submit a copy of their procurement code/procedures with their annual marketing and budget request each March. The procedures will be reviewed by Staff to ensure current practices are in line with the County procedures. Inadequacies will be addressed in writing outlining further procedures that need to be put in place to bring the Agency into compliance.
- Staff will review the annual audit of each agency and will report any procurement issues to County Council.
- Staff will perform on-site audits of the ordinance agencies twice per year, after submission of the mid-year reports in January and final reports in July. Staff will review procurement documents for a sampling of purchases made by the Ordinance Agencies. This approach is modeled after sample federal grant audits.

Each Ordinance Agency was asked how this requirement would impact their agency operations. The response from each was that imposing such a requirement would have a negative impact on their agency. A memo from each is attached.

Also, Agencies may come across a conflict when combining County HTax funds with other funds to cover project costs. For example, if they use HTax funds to match Federal grant funds, the Federal grant procurement requirements may take precedence over County requirements.

C. Legislative / Chronological History

- Motion by Councilman Rush at the September 17, 2013 Council Meeting
- Item was discussed at the October 22, 2013 A&F Committee and forwarded to full Council with no recommendation.
- On November 5, 2013, Council forwarded this item to Retreat.
- Council sent item back to the A&F Committee at Council Retreat on January 23, 2014.

D. Financial Impact

While additional staff time – both Procurement and Administration – will be required, a specific financial impact cannot be determined at this time. It is thought, however, that these additional duties can be absorbed by current staff with no financial impact.

E. Alternatives

1. Approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.
2. Do not approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.

F. Recommendation

This initial motion was made by Mr. Rush on September 17, 2013. This is a policy decision for Council.

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/19/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated, this is a policy decision for Council consideration.

Procurement

Reviewed by Christy Swofford: Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Grants

Reviewed by: Sara Salley Date: 5/20/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: This is a policy decision for Council consideration.

Legal

Reviewed by: Elizabeth McLean Date: 5/20/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta Date: May 20, 2014
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: This is a policy decision of Council.

Currently, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency's internal procurement procedures that are approved by their board and outside auditors.

If Council chooses to proceed with the requirement that the Ordinance Agencies adopt the County's Procurement guidelines, where feasible, it is recommended that they adopt the proposed monitoring practices outlined in the Request of Action. Further, once the County has its list of Small Local Business Enterprises (SLBE's), we will forward this information to the Ordinance Agencies and request that these SLBE's be utilized whenever possible.



Date: October 28, 2013

To: Sara Salley, Grants and Community Impact Manager, Richland County

From: Karen Brosius, Executive Director, Columbia Museum of Art

Re: Richland County Council Request of Action response

Summary: The Columbia Museum of Art (CMA) currently operates with a finance office staffed by one person, the Director of Finance. Richland County Hospitality Tax funding is used for expenses from five different departments, with the Director of Finance being the only staff member responsible for generating the quarterly payment requests and mid-year/final reports for the H-Tax funding. Richland County H-Tax funding covers around 18% of our annual expense budget.

The Columbia Museum of Art already follows the majority of the guidelines as outlined in Article X. The Museum is governed by a 30-member Board of Trustees, a 12-member Finance Committee consisting of board members and financial experts, Executive Director, and Scott & Company, our external auditor. The Museum has received a clean opinion from its annual audit by Scott & Company for the last several years, with no deficiencies in our procedures and policies.

The primary difference is that we do not have a central procurement office. If competitive purchasing were required, then a new centralized procurement staff position would be needed that would increase our operating expense budget with seemingly little return on investment. Daniel Driggers of the County Finance department seems to recognize that an increase in administrative costs could result from this request, but there would not be sufficient funding available from the County to cover such costs. Presumably, the receiving entities would have to make up any shortfall from other funding sources that would be an additional financial burden in this tight economy.

Direct Response to Sections 2-593 to 2-638:

1. Receiving agencies would adopt guidelines but still act independently of Council
2. Receiving entities would not be required to get approval for purchases from Council
3. Competitive Purchasing Policy:
 - a. Majority of Hospitality Tax-covered expenses could not be procured through a competitive purchasing policy due to the particular nature of our programmatic mission:
 - Exhibition participation fees
 - Shipping providers are frequently specified by the exhibition organizer
 - Conservation work is currently handled by a number of expert professionals in the field who specialize and sub-specialize in a variety of art media. We work primarily with Williamstown Art Conservation Center in Atlanta, who provides the widest range of services in conservation throughout the Southeast and where we have a long-standing account. We also use certified conservators from the Midlands.

- Exhibition installation needs are covered by a few long-used and tested companies that have a clear understanding of CMA's national accreditation requirements for the most professional exhibition and programming presentation that also meets industry and lending-agency standards
 - Marketing decisions and contracts are selected through a strong strategic plan based on tourism, audience development, and historic analysis, with an emphasis on the highest return on investment
 - Facilities and Marketing salaries/benefits
- b. Where applicable, the CMA does use a RFP process:
- For larger entity-wide projects (e.g., outside technology support contract; telephone service; fine art insurance policy periodically through insurance agent)
 - Smaller expenses are not practical for competitive bid policy: everything from linen cleaning to art supplies provided for school tours
- c. We would have to create a new staff position to centralize the procurement process as there is not currently anyone on staff with time available to prepare information for the five departmental areas covered by H-Tax funding: competitive bid requests; evaluate bids; select final bid; and process purchases.
4. Procedural Requirements:
- a. CMA's internal procedure requiring purchase order or similar controlled request form matches Councils
- All purchases are approved by the Department Head
 - All purchases over \$500 are approved by Deputy Director of the Museum
 - All purchases over \$1,000 are approved by the Executive Director
 - All checks are signed by two signees.
 1. \$1,000 and over by Executive Director and Board Treasurer
 2. Less than \$1,000 by Executive Director and Deputy Director
- b. Purchasing files:
- Each department has on file a list of vendors currently used for expenses covered by H-Tax funding and specifications for products used
- c. Conflicts of interest policy already in place
5. Nondiscrimination:
- a. This policy is already in place
6. Minority Procurement Requirements:
- a. We have a number of minority-owned businesses currently in our vendor list that are used frequently. The procurement guidelines outline a minimum of 15% of contracts in excess of \$5,000 being awarded to minority businesses. For the most part, of the expenses covered by H-tax funding, few are in excess of \$5,000, and those that are would most likely be national or international exhibition-organizing agencies, exhibition shipping contracts, collection/exhibition insurance, or media contracts.



Date: October 29, 2013

To: Sara Salley
Grants Manager, Richland County

From: Robin Waites
Executive Director, Historic Columbia

Re: Richland County Procurement Procedures

Historic Columbia Foundation (HC) administers a \$1.5 million operating and \$1 million capital budget with one full time employee for whom 75% of her time is dedicated to finance. The organization is not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at HC have been approved by an outside auditor who reviews the books on an annual basis. This audit is made available to the County each year. In reviewing the County procedures, HC already follows many of the guidelines outlined including:

- Competitive purchasing for all contracts for capital projects. For small projects (below \$5,000), HC currently solicits no fewer than three bids for the work. For larger projects HC goes through the process of advertising the job first through RFQ and RFP then formal invitations to bid and the competitive sealed proposal process. HC then works with an attorney to develop contract for work. Payment is made one an architect has signed the release on funds.
- HC has a formal purchase approval process, which includes having a purchase requisition signed by the Department Head and Executive Director before any purchase can be made. Purchases over \$500 must also be signed by a member of the Board Finance Committee. These materials are currently made available to the Grants Manager in reporting expenditures of County funds.

Unless there are particular issues that the County has with HC procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

Would HC have to have purchases approved by County Council?

Would HC adopt County procedures, or would we have to run purchases through the County?

Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for the building and grounds of WW and HP?

How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset.

If the change were made, would HC have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts

Would HC have access to the central state purchasing office?



Date: October 29, 2013

To: Sara Salley
Grants Manager, Richland County

From: Catherine W. Horne
President and CEO, EdVenture Children's Museum

Re: Richland County Procurement Procedures

EdVenture administers a \$5 million budget with one full time employee whose time is dedicated to procurement and accounts payable. The organization is currently not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at EdVenture have been approved by an outside auditor and Board of Trustees. EdVenture conducts an independent audit annually. This audit is made available to the public each year. In reviewing the County procedures, EdVenture already follows many of the guidelines outlined including:

- EdVenture has a purchasing policy. All purchases require a purchase requisition that has to be approved by a Director before a purchase is made. If the purchase is over \$500 our CFO is required to approve. If the purchase is over \$1500 the CEO is required to approve. Our Chair of the Board is also required to sign every check over \$2,500 along with the CEO. EdVenture uses a coding system to determine which funds should be expensed to applicable grants.
- EdVenture also implements a competitive procurement process for purchases over \$1,000. All purchase request or contracts must be submitted with three competitive quotes from different vendors. If there is no other available vendor this must be documented on the request.
- Competitive purchasing for all contracts for capital projects. For larger projects over \$5,000 EdVenture goes through the process of advertising the job first through RFQ and RFP, then formal invitations to bid and the competitive proposal process. EdVenture then works with an attorney to develop contracts for work.

Unless there are particular issues that the County has with EdVenture procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

1. Would H- Tax funds be available to pay for additional staff and technology to perform additional procedures?
2. Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for H-Tax expenditures.
3. Would EdVenture adopt County procedures, or would we have to run purchases through the County?
4. If the change were made, would EdVenture have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts?
5. Would EdVenture have to have purchases approved by County Council? If so, what will be the threshold amount?
6. How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset?
7. Would EdVenture have access to the central state purchasing office?

Ordinance Agency Procurement Policy Comparisons

RICHLAND COUNTY 2-593 Contract Authority		HISTORIC COLUMBIA FOUNDATION		EDVENTURE		COLUMBIA MUSEUM OF ART	
Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:	
≤ \$1,500	3 Quotes, telephonic is acceptable	≤ \$500	3 Quotes, Approval by Department Head & Executive	≤ \$500	No competitive process. CFO must approve.	All purchases*	No competitive process. Approved by Dept Head
\$1,500.01-\$14,999.99	Requires 3 written quotes	\$500-\$4,999.99	3 Quotes, Approval required by Dept Head, Exec Dir & Board Finance Committee	\$501-\$1,500	No competitive process. CEO must approve.	>\$500	No competitive process. Approved by Deputy Director
\$15,000-\$100,000	Requires formal solicitation & County Administrator approval	> \$5,000	Formal solicitation req'd. Approval required by Dept Head, Exec Dir & Board Finance	\$1,501-\$2,500	Requires 3 Quotes. CEO must approve.	>\$1,000	No competitive process. Approved by Executive Dir.
≥ \$100,000.01	Requires formal solicitation & County Council approval			>\$2,500	Formal solicitation issued. Requires approval from CEO and Board Chair	"Larger" projects (ie technology support, fine art insurance)	Follow RFP process, but that process is undefined
*Due to the sensitive nature of the types of procurement, competition is not conducive to the mission of CMoA.							

Richland County Council Request of Action

Subject

Detention Center- HVAC Maintenance Contract [**PAGES 160-194**]

Richland County Council Request of Action

Subject: Detention Center- HVAC Maintenance Contract

A. Purpose

County Council is requested to approve the Heating, Ventilation, and Air Conditioning systems (HVAC) Maintenance contract renewal at the Detention Center, in the amount of \$186,840. The attached work agreement includes all services and equipment to be covered in the maintenance contract.

B. Background / Discussion

This contract will provide the Detention Center with maintenance services in accordance with the attached work agreement. This request is for the annual contract renewal. The maintenance contract services have been in place since the operational start date of this facility.

The Request for Proposals (RFP) for this contract was posted in 2013, and evaluations for proposals were completed by April 29th, 2014. The responses were posted by Procurement during the 1st quarter of 2014. W.B. Guimarin & Co., Inc. was the vendor selected. Contractor selection was based on experience in Industrial systems HVAC, and costs relating to labor rates and material markups combined. Also, this contractor has service history with correctional facilities, including the Detention Center.

All services, including materials and equipment, will be in accordance with current Federal Occupation Safety and Health Administration (OSHA) and National Building Code regulations for I3 Institutional facilities, and will remain in compliance with current and revised regulations as they are posted. The contract provider will be certified and maintain certification for OSHA, Fire and Building Code regulations, as they pertain to Air Control and Monitoring systems, and keep the Detention Center in compliance with all OSHA, Fire Marshal and South Carolina Department of Corrections Compliance, Standards and Inspections. The attached work agreement includes all service requirements.

The contractor will provide the following equipment and services in accordance with the attached work agreement.

- QUALITY ASSURANCE
- TEST AND INSPECT
- PREDICTIVE MAINTENANCE
- REPAIR AND REPLACE
- EMERGENCY CALLS:
- CONTINUOUS EMERGENCY SERVICE:

C. Legislative / Chronological History

This is a staff-initiated request with no legislative history.

D. Financial Impact

The funding for this project will come from the Detention Center’s current allocated budget. The estimated expenditure is \$186,840 requested in the account # 1100210000522600, Service Contracts.

E. Alternatives

- 1. Approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.
- 2. Do not approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.

F. Recommendation

- 1. It is recommended that the County Council approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.

Recommended by: Ronaldo D. Myers Department: Detention Center Date: 05/16/2014

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/30/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford Date: 6/3/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/10/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion; however, Legal requests that Council merely approve the funding and award of a contract with the vendor. The specifics of the contract would then be vetted through Procurement and Legal, as is the usual standard procedure.

Administration

Reviewed by: Warren Harley Date: 6/10/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Alvin S. Glenn Detention Center-HVAC Maintenance Service Contract
Scope of Work

Service Agreement

Scope of work: Provider shall provide the following equipment and services in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

QUALITY ASSURANCE

A. All work shall be performed in strict accordance with the manufacturer's written instructions.

VENDOR WILL PROVIDE THE FOLLOWING PREFERRED MAINTENANCE SERVICES ON THE MECHANICAL EQUIPMENT LISTED ON THE PAGES OF INVENTORY.

TEST AND INSPECT: ALL OF THE TRAVEL EXPENSES AND LABOR, PROGRAM LABOR, AND TOOLS NECESSARY TO VISUALLY TEST AND INSPECT LISTED EQUIPMENT IN ORDER TO ACCESS ITS' EFFICIENCY AND GENERAL WORKING CONDITION. THESE ACTIVITIES MAY INCLUDE:

- **TESTING FOR** GENERAL OPERATION AND CONDITION, REFRIGERATION CHARGE, REFRIGERATION OIL, EXCESSIVE NOISE AND VIBRATION, READ AND RECORD COMPRESSOR AMPERAGE, CHECK SUPERHEAT, READ AND RECORD MOTOR AMPERAGE, SUPPLY AND RETURN AIR TEMPERATURES, OPERATION OF SAFETY CONTROLS, COMBUSTION AND DRAFT, FUEL/ AIR MIXTURE, SAFETY INTERLOCKS, ETC.
- **INSPECTING FOR** QUESTIONABLE OR BROKEN COMPONENTS, COIL CLEANLINESS, CONDENSATE PAN AND DRAIN FOR CLEANLINESS, BLOWER WHEEL INTEGRITY, BELT AND PULLEY CONDITION, WORN FAN AND/ OR MOTOR BEARINGS, INTEGRITY OF FAN BLADES, CONDITION OF BURNER AND HEAT EXCHANGER, WIRE CONNECTIONS, OIL AND/ OR REFRIGERANT LEAKS, EXCESS BUILD UP OF GREASE OR DEBRIS, ETC.

PREDICTIVE MAINTENANCE: ALL OF THE TRAVEL EXPENSES AND LABOR, PROGRAM LABOR, TOOLS, AND GENERAL SUPPLIES NECESSARY TO ADJUST, CLEAN, TIGHTEN, CALIBRATE, ALIGN AND LUBRICATE LISTED EQUIPMENT. THIS PREVENTATIVE ACTIVITY IS DESIGNED TO MAXIMIZE ENERGY EFFICIENCIES, EXTEND EQUIPMENT LIFE AND INCREASE SYSTEM RELIABILITY. TYPICAL ACTIVITIES WOULD INCLUDE:

- **ADJUSTING** SUPER HEAT, FUEL/ AIR MIXTURE, BELT TENSION, DAMPERS, CONTROLS AND LIMITS, ETC.
- **CLEANING** COILS, CONDENSATE PANS, REPLACE OR CLEAN AIR FILTERS, FAN BLADES, BURNER ORIFICES, COOLING TOWERS, SUMPS, NOZZLES, BOILER TUBES, CONDENSER TUBES, CHILLER TUBES, ELECTRICAL CONTACTS, EXCESS GREASE OR DEBRIS, ETC.
- **TIGHTENING** ELECTRICAL CONTACT, MECHANICAL FITTINGS, BELTS, MOUNTING BOLTS, LINKING DRIVES, ETC.
- **ALIGNING** DRIVES, NOZZLES, DAMPERS, AIR FINS, BELTS, PULLEYS, ETC.

- **LUBRICATING** MOTORS, FANS, BEARINGS, PUMPS, SLIDES, WORM SCREWS, ETC.

REPAIR AND REPLACE: ALL OF THE TRAVEL EXPENSES AND LABOR, REPLACEMENT LABOR, PURCHASING AND EXPEDITING LABOR NECESSARY FOR THE REPAIR OR REPLACEMENT OF ANY BROKEN OR QUESTIONABLE PARTS TO ENSURE THE EFFICIENT AND OPTIMIM OPERATION OF THE LISTED EQUIPMENT. THIS INCLUDES ALL OF THE COST AND EXPENSES OF SUPPLYING THE CORRECT PARTS, COMPONENTS, TOOLS, AND SUPPLIES TO THE JOB SITE.

EMERGENCY CALLS: ALL OF THE TRAVEL EXPENSES AND LABOR, TROUBLESHOOTING LABOR, REPAIR LABOR, REPLACEMENT LABOR, REPAIR PARTS EXPEDITING, (INCLUDING ANY OVERTIME) NECESSARY TO RESPOND TO AN UNSCHEDULED CALL.

SHOULD AN EMERGENCY ARISE, PROVIDER PERSONNEL WILL ASSESS THE SITUATION EITHER BY PHONE OR REMOTE DIAGNOSTICS, OR BOTH, AND WILL ARRIVE AT CUSTOMER SITE WITHIN **4 HOURS** OF REPORTED EMERGENCY. IF THE RESOLUTION OF THE EMERGENCY SERVICE CALL REQUIRES PROVIDERS TO PROVIDE SERVICE FOR EQUIPMENT THAT IS NOT LISTED IN COVERAGES, CUSTOMER WILL BE LIABLE FOR CHARGES PREVAILING FOR SUCH SERVICE.

EMERGENCY SERVICES WILL BE PROVIDED DURING THE FOLLOWING PERIODS DURING THE TERM OF THIS AGREEMENT.

CONTINUOUS EMERGENCY SERVICE:
24 hours per day, seven days per week, federal holidays included

ALVIN S. GLENN DETENTION CENTER
INSPECTION SCHEDULE FOR MONTHLY PACKET PREPARATION

JULY- Housing, Mid/Max. and Phase 4 areas; omit exhaust fans and water heaters.

August- Juvenile, Phase 5 and Central Energy areas and Guard Shack unit; all equipment except unit heater.

September- Administration and Kitchen/ Cafeteria- all equipment; Phase 3- all equipment.

October- Housing, Mid/ Max, and Phase V and Central Energy and Guard Shack unit; include unit heater, but omit boilers, fan coil units, VAV's, exhaust fans, and water heaters.

November- Juvenile, Phase 5 and Central Energy and Guard Shack unit; include unit heater, but omit boilers, fan coil units, VAV's, exhaust fans and water heaters.

December- Administration and Kitchen/ Cafeteria- omit VAV's, pumps, exhaust fans and water heaters; Phase 3- omit exhaust/smoke fans.

January- Housing, Mid/ Max, and Phase 4; omit exhaust fans and water heaters.

February- Juvenile, Phase 5 and Central Energy; omit unit heater only.

March- Administration and Kitchen/ Cafeteria- all equipment; Phase 3- all equipment. In EARLY March clean cooling tower and change oil in gear boxes.

April- Housing, Mid/ Max and Phase 4; all equipment.

May- Juvenile, Phase 5 and Central Energy; omit unit heater, boilers, fan coil units, VAV's, exhaust fans and water heaters.

June- Administration and Kitchen/ Cafeteria- omit pumps, VAV's, exhaust fans and water heaters; Phase3- omit exhaust/ smoke fans.

Every Month

Monthly Chemical treatment to be provided and maintained for Chill water loop, Cooling Towers, and the Boiler loop.

CHEMICAL TREATMENT

EQUIPMENT LISTING	MODEL (if applies)	SERVICE LOCATION(S)	FREQUENCY
COOLING TOWER	MARLEY	PH 1-3	MONTHLY
COOLING TOWER	EVAPCO	PH 5	MONTHLY
BOILER LOOP		PH 1,2,3 & 5	MONTHLY
CHILL WATER LOOP		PH 1,2,3 & 5	MONTHLY

ASGDC YORK CHILLER MAINTENANCE SCOPE

ALL PREVENTATIVE MAINTENANCE PROCEDURES WILL BE CONDUCTED PER MANUFACTURER'S RECOMMENDATION AND SPECIFIED TIME INTERVAL MAINTENANCE PROCEDURES INCLUDED IN THIS PROPOSAL ARE AS FOLLOWS:

MONTHLY

- CHECK OIL LEVELS
- CHECK REFRIGERANT LEVELS
- CHECK OIL RETURN SYSTEM OPERATION
- CHECK OPERATION OF MOTOR STARTER
- CHECK SUMP HEATER AND THERMOSTAT OPERATION
- CHECK THREE-PHASE VOLTAGE AND CURRENT BALANCE
- VERIFY PROPER OPERATION/SETTING/CALIBRATION OF SAFETY CONTROLS
- VERIFY CONDENSER AND EVAPORATOR WATER FLOWS
- LEAK CHECK AND REPAIR LEAKS AS NEEDED

ANNUALLY

- CHECK AND TIGHTEN ALL ELECTRICAL CONNECTIONS
- MEGOHM MOTOR WINDINGS
- REPLACE OIL FILTER AND OIL RETURN FILTER/DRIERS
- CLEAN OR BACKFLUSH HEAT EXCHANGER (VSD, SSS APPLICATIONS)
- REPLACE STARTER COOLANT (VSD, SSS APPLICATIONS)
- REPLACE OR CLEAN STARTER AIR FILTERS IF APPLICABLE
- PERFORM OIL ANALYSIS ON COMPRESSOR LUBE OIL
- PERFORM REFRIGERATION ANALYSIS
- PERFORM VIBRATION ANALYSIS
- CLEAN TUBES
- PERFORM EDDY CURRENT TESTING AND INSPECT TUBES
- LUBRICATE MOTOR

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Domestic Water Heaters	PVI	27N90AG	90 Gal	Admin Bldg.
	1- Gas Burner			270MBUH	
	1- Pump Motor			1/6 HP	
1	Air Handling Unit	Trane		10,000 CFM	Admin Bldg
	1- Blower Motor			20 HP	#AHU 1
2	Air Handling Units	Trane		5,200 CFM	Admin Bldg
	1- Blower Motor			7.5 HP	# AHU 2 & 4
1	Air Handling Unit	Trane		2,700 CFM	Admin Bldg.
	1- Blower Motor			3 HP	# AHU 3
1	Air Handling Unit	Trane		7,200 CFM	Admin Bldg
	1- Blower Motor			7.5 HP	# AHU 5
1	VAR. Air Volume Box	Trane	VFPE0607	600 CFM	#VAV 1-1
	1-Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	600 CFM	# VAV 1-2
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	600 CFM	# VAV 1-3
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0607	580 CFM	# VAV 1-4
	1- fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-5
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-6
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 1-7
	1- Fan Motor			1/8 HP	

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-8
	1- Fan Motor				
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-9
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-10
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-11
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE1720	1680 CFM	# VAV 1-12
	1- Fan Motor			1/2 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 1-13
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	600 CFM	# VAV 1-14
	1- Fan Motor			1/3 HP	

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE0304	180 CFM	# VAV 4-8
	1- Fan Motor			1/15 HP	
1	VAR Air Volume Box	Trane	VFPE1111	700 CFM	# VAV 4-9
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0304	200 CFM	# VAV 4-10
	1- Fan Motor			1/15 HP	
1	VAR Air Volume Box	Trane	VFPE1111	950 CFM	# VAV 4-11
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VSDD03	100 CFM	# VAV 4-12
	1- Fan Motor			HP	
1	VAR Air Volume Box	Trane	VSDD03	100 CFM	# VAV 4-13
	1- Fan Motor			HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 5-1
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 5-2
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-3
	1-Fan Motor			1/8 HP	

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-5
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1715	1320 CFM	# VAV 5-6
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE1111	880 CFM	# VAV 5-7
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE2430	2260 CFM	# VAV 5-8
	1- Fan Motor			3/4 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400CFM	# VAV 5-9
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-10
	1- Fan Motor			1/8 HP	
1	Exhaust Fan	Greenheck	GB-180-5	2960 CFM	# 1 REF
	1- Fan Motor			3/4 HP	
1	Exhaust Fan	Greenheck	GB-160-5	1100 CFM	#2 REF
	1- Fan Motor			1/6 HP	
1	Exhaust Fan	Greenheck	GB-150-C	1190 CFM	#3 REF
	1- Fan Motor			1/8 HP	

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Exhaust Fan	Greenheck	GB-130-B	440 CFM	#4 REF
	1- Fan Motor			1/30 HP	
1	Exhaust Fan	Greenheck	GB-140-B	1120 CFM	#5 REF
	1- Fan Motor			1/6 HP	
1	Exhaust Fan	Greenheck	GB-14-4	1750 CFM	#6 REF
	1- Fan Motor			3/4 HP	
1	Exhaust Fan	Greenheck	GB-240-20	CFM	#8 REF
	1- Fan Motor			1 1/2 HP	
1	Exhaust Fan	Greenheck	GB-180-4	2200 CFM	#10 REF
	1- Fan Motor			1/4 HP	
	Exhaust Fan	Greenheck	GB-140-C	800 CFM	#11 REF
	1- Fan Motor			1/8 HP	
	Exhaust Fan	Greenheck	SP-117	120 CFM	# CEF-1
	1- Fan Motor			75 WATTS	
	Exhaust Fan	Greenheck	SP-117	140 CFM	# CEF-2
	1- Fan Motor			75 WATTS	

ASGDC Administration Bldg. (Ph 1)

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
3	Fan Coil Units	Trane		300 CFM	FCU # 1,2 &4
	1- Fan Motor			1/6 HP	
2	Fan Coil Units	Trane		1000 CFM	FCU # 3 & 5
				1/6 HP	
1	Fan Coil Units	Trane	6RHBC-32	CFM	FCU #8
				HP	
1	Boiler	Lochinvar	M# CFN1442PM S# L11H00237815		LAUNDRY
1	Circulating Pump	Armstrong	KQJ56B17D11009AC		LAUNDRY
1	Indoor Fan	Fujitsu	ASU36C1X36R410		CENTRAL CONTROL
1	Outdoor Condenser	Fujitsu	AOU36C1X36R410		CENTRAL CONTROL
1	Minspilt	Fujitsu	AOU9RLR410		ACCOUNTING AREA
1	Heat Plate	Flatplate	M# FP5X12-70-FB S# H070AC06906006		LAUNDRY
1	Circulating Pump	Bell & Gosset		1/12	LAUNDRY

ASGDC Centrifugal Chiller

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Centrifugal Chiller	York	YKKQK3H9-CVG 460/3/60	790 TONS	CHILLER ROOM
	Wiring Diagram		035-22882-000		
	Compressor		YDHE-70VDD		
			s/n SGXM-028930		
	Gear		RE		
	Variable Speed Drive		TM 790 KB12 46D		
	Part # 371-02528-702		s/n FTM-037		
	Oil Pump			2 HP	
	Oil Heater			3.09 FLA	
1	Chillwater Pump	WEG	040180T3E3241	40	CHILLER ROOM
1	Cond water pump	WEG	050180T3E326T	50	CHILLER ROOM

ALVIN S. GLENN DETENTION CENTER
KITCHEN REFRIGERATION (Ph 1)

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Refrigeration Cond.	Cold Zone + Filco	ETHN-3 #F94-5218 208/230/3		Outside
	Rack Unit				
	6- Compressors				
	3- Cond. Fan Motors			3/4 HP	
2	Walk-In-Coolers	Cold Zone	AA18-66B #F9469626- 151 AA28-122B #F9469626- 111 AA28-122B #F9469626- 071		Kitchen
1	Walk-In- Freezer Anteroom	Cold Zone	AA28-122 B #F9469626- 112		Kitchen
1	Walk-In-Freezers	Cold Zone	AE46-164B #F9469626- 032 AE46-164B #F9469626- 031		Kitchen
1	Cube Icemaker	Cornelius	M# CCM2148RF31 S# 87A0903GC011		Kitchen
1	Remote Condenser	Cornelius	M# RC21002C S# 87A090ZGB0R1		Kitchen
1	Cube Ice Makers	Hoshizaki	KM2400SRB3 #D00376B #D00370B		Kitchen

1	Hot Water Natural Gas Boiler and circulation pump.	Raypak	H3-0624 #0802278571		Kitchen
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ASGDC PHASE 1

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	ROTARY CHILLER	TRANE	RTHA450FCAOLUC3LF2KFNNNOOGU	450 TONS	CHILLER ROOM
					#3WCC-1
1	COOLING TOWER	MARLEY	NC5001CM		OUTSIDE
	1- TOWER FAN MOTOR			20HP	#CT-1
2	PRIMARY CHILLED WATER PUMPS	BELL & GOSSETT	1510-5BL	1220 GPM	CHILLER ROOM
	1-PUMP MOTOR			20 HP	#CPW-1 & CPW-2
2	SECONDARY CHILLED WATER PUMPS	BELL & GOSSETT	1510-6E	1250 GPM	CHILLER ROOM
	1-PUMP MOTOR			40 HP	#SWP-1 & SWP-2
2	CONDENSER WATER PUMPS	BELL & GOSSETT	1510-2.5BB	1220 GPM	CHILLER ROOM
	1- PUMP MOTOR			15 HP	#CCP1 & CCP2

2	HOT WATER SUPPLY	BELL & GOSSETT	1510-205BB	1250 GPM	BOILER ROOM
	PUMPS				#SHP1 & SHP2
	1- PUMP MOTOR			7.5 HP	
2	HOT WATER BOILER LOOP	BELL & GOSSETT	1510-205AB	170 GPM	BOILER ROOM
	PUMPS				#BHP1 & BHP1A
	1- PUMP MOTOR			2 HP	
1	HOT WATER NATURAL GAS	CLEAVER- BROOKS	CB700-100	4,185,000 BTUH	BOILER ROOM
	BOILER				#B2
	1- POWER BURNER			3 HP	
1	HOT WATER NATURAL GAS	CLEAVER- BROOKS	CB700-80	3,350,000 BTUH	BOILER ROOM
	BOILER				#B2
	1-POWER BURNER			2 HP	
3	PUMP MOTOR	Bell & Gossett		1/12 HP	
3	HEAT PLATES	Flat Plate	M# FP5X12-70-F8 S# H070FC06906006		C, D, E Mechanical Rooms

ASGDC PHASE 1

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	DOMESTIC WATER HEATERS	PV1	27N90AG	90 GALLON	ADMIN. BLDG
	1-POWER BURNERS			270 MBUH	
	1-PUMP MOTOR			1/16 HP	
6	AIR HANDLING UNITS	TRANE		9500 CFM	HOUSING WING
	1-BLOWER MOTORS				#AHU D1-D6
6	EXHAUST FANS	GREENHECK	GB-18-4	1850 CFM	REF # D1-D6
	1- FAN MOTOR			1/3 HP	
6	SMOKE EVACUATION FANS	GREENHECK	TAUB-36H	14400 CFM	SEF # D1-D6
	1- FAN MOTOR			3 HP	
1	EXHAUST FAN	GREENHECK	GB-18-15	5010 CFM	ENERGY FACILITY
	1-FAN MOTOR			1-1/2 HP	REF #7
1	EXHAUST FAN	GREENHECK	GB-24-20	7200 CFM	ENERGY FACILITY
	1-FAN MOTOR			2 HP	REF #8
1	EXHAUST FAN	GREENHECK	G-180-C	2400 CFM	ENERGY FACILITY
	1- FAN MOTOR			1/3 HP	REF #9

1	EXHAUST FAN	GREENHECK	LSF-13	4200 CFM	ENERGY FACILITY
	1- FAN MOTOR			1-1/2 HP	RSF #1
6	EXHAUST FANS	GREENHECK	SQ120-B	950 CFM	HOUSING
	1- FAN MOTOR			1/6 HP	IF # D1-D6
1	FAN COIL UNIT	TRANE		1000 CFM	ENERGY FACILITY
	1- FAN MOTOR			½ HP	
23	CONTROL ACTUATORS	SIGBE			VARIOUS

ASGDC PHASE 2

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	ROTARY CHILLER	TRANE	RTHA300	300 TONS	CHILLER ROOM
					# FWCC-1
1	COOLING TOWER	MARLEY	NC5001	900 GPM	OUTSIDE #FCT- 1
	1- TOWER FAN MOTOR			20 HP	
1	CHILLED WATER BOOSTER PUMP	BELL & GOSSETT	80	80 GPM	# CWP-K1
	1- PUMP MOTOR				
1	PRIMARY CHILLED WATER PUMP	BELL & GOSSETT	1510-5BC	900 GPM	# FCCP-1
	1-PUMP MOTOR			15 HP	
1	CONDENSER WATER PUMP	BELL & GOSSETT	1510-5BC	900 GPM	# FCWP-1
	1- PUMP MOTOR			20 HP	
1	CHILLED WATER IN- LINE BOOSTER PUMP	BELL & GOSSETT	80	550 GPM	# ILP-M1
	1- PUMP MOTOR			7 ½ HP	
1	HOT WATER IN-LINE	BELL &	80	115 GPM	# ILP- M2

		GOSSETT			
	BOOSTER PUMP				
	1- PUMP MOTOR			2 HP	
1	AIR HANDLING UNIT	TRANE		14400 CFM	# AHU-K1
	1- BLOWER MOTOR			15 HP	
1	AIR HANDLING UNIT	TRANE		6700 CFM	# AHU-J1
	1- BLOWER MOTOR			7 ½ HP	
1	AIR HANDLING UNIT	TRANE		5500 CFM	# AHU-J2
	1- BLOWER MOTOR			5 HP	
6	AIR HANDLING UNITS	TRANE		7000 CFM	# AHU M1-M6
	1- BLOWER MOTOR			7 ½ HP	

DRAFT

ASGDC PHASE 2

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	985 CFM	# VAV J1-1
				1/3	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	250 CFM	# VAV J1-2
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	170 CFM	# VAV J1-3
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME	TRANE	VFPE0304	170 CFM	# VAV J1-4
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	360 CFM	# VAV J1-5
	1- FAN MOTOR			1/8 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	360 CFM	# VAV J1-6
	1- FAN MOTOR			1/8 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	840 CFM	# VAV J1-7
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	935 CFM	# VAV J1-8
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	900 CFM	# VAV J1-9
	1- FAN MOTOR			1/3 HP	

1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	575 CFM	# VAV J1-10
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	160 CFM	# VAV J1-11
	1- FAN MOTOR			1/15 HP	

DRAFT

ASGDC PHASE 2

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	600 CFM	# VAV J1-12
	1- FAN MOTOR			1/3 HP	
1	EXHAUST FAN	GREENHECK	CUBE	8000 CFM	# REF-KH1
	1-FAN MOTOR			5 HP	
1	EXHAUST FAN	GREENHECK	CUBE	12000 CFM	# REF-KH2
	1-FAN MOTOR			1/2 HP	
1	EXHAUST FAN	GREENHECK	CUBE	2500 CFM	# REF-KH3
	1-FAN MOTOR			1/3 HP	
1	EXHAUST FAN	GREENHECK	G-95	820 CFM	# REF-K1
	1-FAN MOTOR			1/8 HP	
1	EXHAUST FAN	GREENHECK	G-95	790 CFM	# REF-K2
	1-FAN MOTOR			1/8 HP	
1	EXHAUST FAN	GREENHECK	G-80	420 CFM	# REF-K3
	1-FAN MOTOR			1/20 HP	
1	EXHAUST FAN	GREENHECK	G-75	360 CFM	# REF-K4
	1-FAN MOTOR			1/25 HP	
1	EXHAUST FAN	GREENHECK	G-150	1980 CFM	# REF-K5
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	KSU-115	6800 CFM	# RSF-KH1

	1-FAN MOTOR			5 BHP	
1	EXHAUST FAN	GREENHECK	KSU-115	1020 CFM	# RSF-KH2
	1-FAN MOTOR			.23 BHP	
1	EXHAUST FAN	GREENHECK	GB	1050 CFM	# REF-J1
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	G	500 CFM	# REF-J2
	1-FAN MOTOR			1/4 HP	

PHASE 2

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	EXHAUST FAN	GREENHECK	G	475 CFM	# REF-J3
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	GB	260 CFM	# REF-J4,5
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GB	975 CFM	# REF-J6
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GW	130 CFM	# WEF-J1
	1-FAN MOTOR			1/30 HP	
1	EXHAUST FAN	GREENHECK	SQ	750 CFM	# ILF-J1
	1-FAN MOTOR			1/6 HP	
1	EXHAUST FAN	GREENHECK	SQ	969 CFM	# ILF-J2

	1-FAN MOTOR			1/6 HP	
2	EXHAUST FAN	GREENHECK	CUBE	300 CFM	# SEF-J1,4
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	CUBE	1200 CFM	# SEF-J2,5
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	CUBE	500 CFM	# SEF-J3,6
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	620 CFM	# SEF-J7
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	710 CFM	# SEF-J8
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	1700 CFM	# SEF-J9
	1-FAN MOTOR			1/3 HP	
3	EXHAUST FANS	GREENHECK	CUBE	10000 CFM	# REF-M1,2,3
	1-FAN MOTOR			2 HP	

PHASE 2

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
3	EXHAUST FANS	GREENHECK	CUBE	4500 CFM	# REF-M4,5,6
	1-FAN MOTOR			1-1/2 HP	
3	EXHAUST FANS	GREENHECK	CUBE	2400 CFM	# REF-M7,8,9
	1-FAN MOTOR			3/4 HP	
1	EXHAUST FAN	GREENHECK	GB	750 CFM	# REF-M10
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GB	1560 CFM	# REF-M11
	1-FAN MOTOR			1/3 HP	
3	EXHAUST FANS	GREENHECK	BSQ	1500 CFM	# ILF-M1,2,3
	1-FAN MOTOR			1/2 HP	
12	CONTROL ACTUATORS	SIGBE			VARIOUS
2	EXHAUST FANS	GREENHECK	GB	1560 CFM	# REF-M11
	1-FAN MOTOR			1/3 HP	
3	Pump	Bell & Gossett		1/12 HP	
2	Heat Plate	Flat Plate	M# FP5X12-70-F8		SHU Mech Juvenile Mech

ALVIN S. GLENN DETENTION CENTER
PHASE 3

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
2	FAN COIL UNITS	TRANE	90CVW4-90HWK		EQUIP ROOM
	1- BLOWER MOTOR			1 ½ HP	FCU #1 & 7
3	FAN COIL UNITS	TRANE	120CVW4-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			2 HP	FCU #2,3 & 8
3	FAN COIL UNITS	TRANE	120CVW4-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			2 HP	FCU #2,3 & 8
2	FAN COIL UNITS	TRANE	120CVW6-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			3 HP	FCU #5 & 10
2	FAN COIL UNITS	TRANE	60CVW4-60HWK		EQUIP ROOM
	1- BLOWER MOTOR			1 HP	FCU #6 & 9
2	EXHAUST FANS	GREENHECK	30-SUBH	11,200 CFM	ROOF
	1-FAN MOTOR			5 HP	EF # 1 & 8
2	EXHAUST FANS	GREENHECK	36-SUBH	10,400 CFM	ROOF
	1-FAN MOTOR			3 HP	EF # 2 & 7
1	EXHAUST FAN	GREENHECK	100C2B	900 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 3
1	EXHAUST FAN	GREENHECK	120R3B	1400 CFM	ROOF
	1-FAN MOTOR			1/4 HP	EF # 4

4	EXHAUST FANS	GREENHECK	42-SUBH	19,600 CFM	ROOF
	1-FAN MOTOR			7 1/2 HP	EF # 5,6,10 & 11
1	EXHAUST FANS	GREENHECK	120R2B	900 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 9
2	EXHAUST FANS	GREENHECK	100C2B	560 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF #12 & 20
5	EXHAUST FANS	GREENHECK	100C2B	320 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 9

ALVIN S GLENN DETENTION CENTER
PHASE 3

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
2	EXHAUST FANS	GREENHECK	80C2B	240 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 14 & 18
1	EXHAUST FAN	GREENHECK	100C2B	600 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 21
3	EXHAUST FANS	GREENHECK	GC-220	73 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 24,25 & 26
2	EXHAUST FANS	GREENHECK	24-SUBH	3,200 CFM	ROOF
	1-FAN MOTOR			2 HP	EF # 27 & 28
3	SMOKE EVACUATION FANS	GREENHECK	30HES10B	9,800 CFM	ROOF

	1-FAN MOTOR			3 HP	SF # 1,5 & 6
2	SMOKE EVACUATION FANS	GREENHECK	36HES11B	19,600 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 2 & 7
1	SMOKE EVACUATION FAN	GREENHECK	36HES9B	10,400 CFM	ROOF
	1-FAN MOTOR			2 HP	SF # 3
1	SMOKE EVACUATION FAN	GREENHECK	42HES10B	11,200 CFM	ROOF
	1-FAN MOTOR			3 HP	SF # 4
1	SMOKE EVACUATION FAN	GREENHECK	24HES9B	6,200 CFM	ROOF
	1-FAN MOTOR			3 HP	SF # 8
1	SMOKE EVACUATION FAN	GREENHECK	36HES11B	15,280 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 9
1	SMOKE EVACUATION FAN	GREENHECK	42HES11B	22,400 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 10
1	SMOKE EVACUATION FAN	GREENHECK	100ASP	648 CFM	ROOF
	1-FAN MOTOR			1/4 HP	SF # 11
1	SMOKE EVACUATION FAN	GREENHECK	100ASP	747 CFM	ROOF

	1-FAN MOTOR			1/2 HP	SF # 12 & 13
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ALVIN S. GLENN DETENTION CENTER
PHASE 3

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	SMOKE EVACUATION FAN	GREENHECK	90ASP	646 CFM	ROOF
	1-FAN MOTOR			1/6 HP	SF # 14
1	DDC CONTROL SYSTEM	POWERS			EQUIP ROOM
24	CONTROL ACTUATORS	SIEMENS			VARIOUS
1	Plate heat exchanger	ALFA Lavab Ther	N/A	N/A	H Dorm Mechanical
1	Circulating Pump	Bell & Gossett	N/A	N/A	H Dorm Mechanical
2	Recirculating Pump	TACO	0010B Bronze	10GPM	2 nd Floor Hallway

ASGDC DETENTION CENTER
PHASE 4

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
2	OUTDOOR CONDENSING UNITS	TRANE	TWA 180 208/3/60	15 TONS	OUTSIDE # AC-1
	2- COMPRESSORS				
	2- COND. FAN MOTORS				
2	AIR HANDLING UNITS	TRANE	TWE 180		EQUIP ROOM # AC-1

	1- EVAP. FAN MOTOR				
	1- ELECTRIC HEATER				
	4- FILTERS				
2	OUTDOOR CONDENSING UNITS	TRANE	TWA 060 208/3/60	5 TONS	OUTSIDE # AC-2
	1- COMPRESSOR				
	1- COND. FAN MOTOR				
2	AIR HANDLING UNITS	TRANE			EQUIP ROOM
	1- EVAP. FAN MOTOR				
	1- ELECTRIC HEATER				
	2- FILTERS				
2	EXHAUST FANS	COOK	GC 840	985 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	LITTLE GEM II	95 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	LITTLE GEM II	100 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	GC 620	350 CFM	EQUIP WALL

PHASE 5

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	WATER COOLED ROTARY CHILLER	TRANE	RTWA125YG01C3D0WFT s/n Uo4004953	125 TONS	
1	COOLING TOWER	EVAPCO	USS19-76 s/n 4-105336		
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7198-01-B40 WITH ABB FREQ. DRIVE	20 HP	
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7197-02-B40	5 HP	
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7196-010-B40	15 HP	
2	AIR HANDLING UNITS	TRANE	MCCB008UAODOUB s/n K04C3499 K04C35004		AHU 1 AHU 2
2	AIR HANDLING UNITS	TRANE	MCCB017UAODOUB s/n K04C35009 K04C35016		AHU 3 AHU 4
1	AIR HANDLING UNIT	TRANE	MCCB012UAODOUB		AHU 5
1	AIR HANDLING UNIT	TRANE	MCCB010UAODOUB s/n K04B26520		AHU6
2	HOT WATER BOILER	HURST	CR2-G-15 w/ POWER FLAME BURNER	750 MBH	
2	HOT WATER PUMPS	BELL &	CR 7199-01-B40	2 HP	

		GOSSETT			
2	HOT WATER PUMPS	BELL & GOSSETT	CR 7200-01-B40 w/ ABB FREQ. DRIVE	5 HP	
3	WATER HEATERS	TURNPOWER	750 N 225A-TP s/n 0404112703 w/ POWERFLAME BURNER BG 400	600,000 BTU	
5	DOMESTIC WATER PUMPS	BELL & GOSSETT	PR-AB E30 102208		
1	DUCTLESS MINI SPLIT SYSTEM	EMI	WHP30D060AAOOOC s/n 1-04-C-4290-09		

PHASE 5

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
40	SMOKE EVAC. VENT FANS		3	5 HP	
			8	3 HP	
			6	2 HP	
			3	1 HP	
			20	FRACTIONAL HP	
20	MANUAL VENT FANS			FRACTIONAL HP	
2	EXHAUST FANS			FRACTIONAL HP	MECH. ROOM
31	ROOF VENTS		2	19,600 CFM	
			2	16,000 CFM	
			3	12,400 CFM	

			24	5,000 CFM	
10	CONTROL ACTUATORS	BLIMO			VARIOUS

DRAFT

Richland County Council Request of Action

Subject

Approval of FY 14-15 Budgets within the FY 14-15 Annual Action Plan for Community Development Department Funds [**PAGES 195-198**]

Notes

June 24, 2014 - The Committee recommended that Council approve the FY 14-15 estimated budgets for CDBG and HOME to be found in the FY 14-15 Action Plan due to HUD August 15, 2014.

Richland County Council Request of Action

Subject: Approval of FY 14-15 Budgets within the
FY 14-15 Annual Action Plan for Community Development Department Funds

A. Purpose

County Council is requested to approve the itemized budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds for FY 14-15. These budgets are not County general funds, but federal funds. The upcoming year's budget will be included in the proposed FY 14-15 Annual Action Plan which will be submitted to the US Department of HUD by August 15, 2014. A public meeting will be advertised and held in August 2014. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend. The Annual Action Plan; however, does require Council action through endorsement and/or approval of the plan. The completed FY 14-15 Annual Action Plan will be submitted for Council endorsement and/or approval in fall 2014. At this time, we seek approval on the FY 14-15 CDBG and HOME budgets as outlined below.

B. Background / Discussion

- This is more of an internal mandate than HUD requirement, but Council action will strengthen the plan as well as provide public support.
- The Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) budgets reflect FY 14-15 funds under the Annual Action Plan section.
- This approval is requested because the Action Plan is due August 15, 2014, and Council will be on break during that time. The Community Development Department will bring the full Consolidated Plan before the Council this fall for full approval.

C. Legislative / Chronological History

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

D. Financial Impact

Please see the estimated draft budgets below for both CDBG and HOME funds:

CDBG Grant Award For FY 14-15	\$1,296,072.00
HMIS- United Way Match (Phase 3 of 3) for Homeless Data	\$30,000.00
Sistercare- Domestic Violence Shelter-Undisclosed Location	\$10,746.00
Columbia Housing Authority – Job Training/Section 3	\$50,000.00
Energy Efficiency/Handicapped Accessible Program (New)	\$150,000.00
Hollywood Hills S&W Project (Phase I) – District 7	\$492,060.00
AEC (Project Management of S&W Project)	\$100,000.00
Monticello Rd Streetscape (Phase 2 of 2 –using CDBG carryover) – District 4	\$61,200.00
Olympia Mill Village Museum – District 10	\$30,000.00
Community Relations Council - Fair Housing/Educational/Poster	\$12,852.00

Master Area Rehab Project – Area to be determined with NIP	\$100,000.00
Administration (not to exceed 20%)	\$259,214.00

HOME Grant Award for FY 14-15	\$ 492,315.00
*HOME Match from County Funds	\$ 110,771.00
CHDO Set Aside Programmatic and Operating Funds - Countywide	\$123,855.00
Housing Rehab Program (owner-occupied only) - Countywide	\$240,000.00
RCHAP (down payment assistance for 1 st time homebuyers) - Countywide	\$190,000.00
Administration (not exceed 10%)	\$ 49,231.00

* The only financial impact to the County is the HOME match requirement. The amount of HOME Match is \$110,771 and is required from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

E. Alternatives

1. Approve the FY 14-15 estimated budgets for CDBG and HOME to be found in the FY 14-15 Action Plan due to HUD by August 15, 2014. These funds are grant funds from the U.S. Department of HUD.
2. Do not approve the estimated FY 14-15 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

F. Recommendation

It is recommended by the Community Development Department that Council approve the FY 14-15 estimated budgets for CDBG and HOME to be found in the FY 14-15 Action Plan due to HUD August 15, 2014.

Recommended by: Valeria Jackson Department: Community Development Date: 6/6/2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/9/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

DRAFT

Richland County Council Request of Action

Subject

Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II [**PAGES 199-204**]

Notes

June 24, 2014 - The Committee recommended that Council approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).

Richland County Council Request of Action

Subject: Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II

A. Purpose

County Council is requested to approve the bid to be awarded to L-J, Inc. for Monticello Streetscape Phase II. This vendor was vetted through URS (see attached letter), the contract manager for the project, and was recommended to Richland County's Procurement Department as the lowest, responsible, responsive bidder at \$449,636.50 for Phase II of the Monticello Road Streetscape Project. Procurement has given their approval to this vendor. Phase II construction will be the final phase of the project. Richland County Community Development allocated Community Development Block Grant (CDBG) funds for construction of Phase II. No County funds will be requested for the construction. The timeline for Phase II is expected to take 120 days to complete once work begins. The project has been on hold for some time, but Phase II is ready to proceed.

B. Background / Discussion

The Monticello Road Streetscape design is focused on repair of existing infrastructure, safety and beautification. There are residents, businesses, schools and churches directly impacted by the project. The community is located south of Interstate 20 at Monticello Road near the Exit 68 interchange (see attached map). Updates to this area are reflective of the 2004 Council approved Ridgewood Master Plan.

On November 13, 2012, County Council awarded Cherokee Construction the contract to construct Phase I in the amount of \$315,815.20. Phase I is complete and the final invoice has been paid. Cherokee responded to the request for bid for Phase II by submitting a no response bid along with L-J Inc. and AOS Specialty Contractors, Inc.

Initially, the estimated cost for Phase I and II for the Monticello Road Streetscape Project was \$500,000.00. The budget for Phase I construction was \$315,815.20. However, during the construction the scope of work changed and some of the items were transferred to Phase II. As a result, the final cost for Phase I was \$219,602.00.

Phase II will consist of demolition of a concrete block building and appurtenances at 5229 Ridgeway Street, and demolition of a block retaining wall. Also, Phase II includes construction and installation of concrete steps, sidewalk segments, asphalt pavements, curb, gutter, and street signage. Twenty (21) decorative streetlights will be installed, including 6 in the City of Columbia. A 305 LF retaining wall will be constructed along the east side of Monticello Road. The maximum height is expected to be 6 feet. A 185 LF modular brick wall will be constructed along the west side of Monticello Road. Standard height is expected to be 2 feet. There will also be hardscape and landscape improvements to include pedestrian ramps, cross walks and decorative street signage.

C. Legislative / Chronological History

On March 2, 2010, County Council minutes reflect approval of the Monticello Road streetscape design.

On November 13, 2012, Council minutes reflect approval to award Cherokee Inc. the contract in the amount of \$315,815.20 for construction of Phase I.

On May 6, 2014, Council minutes denote approval of a Community Development budget amendment to receive \$71,000.00 from the City of Columbia earmarked for the streetscape of one city block on Monticello Road.

D. Financial Impact

There is no financial impact to the County for the approval of the Phase II construction vendor. The vendor is required to honor their bid for 90 days from the date of the bid opening (May 6, 2014). For this reason we are seeking approval of the vendor and bid for construction of Phase II. There will be a service and maintenance cost associated with the installation of the additional street lighting included with Phase II of the project; however, RCCD will be submitting a separate ROA in the near future for Council approval to amend the existing County's lighting agreement with SCE&G to include Phase II lights and a slight SCE&G rate increase.

The Richland County Community Development Department will use CDBG funds for Phase II of the Monticello Road Streetscape Project for demolition, construction, and other associated costs. This amount is \$449,636.50 CDBG funds have been earmarked for this use, pending Council approval.

Ridgewood Streetscape Project

Streetscape Construction (FY 2012/13 & 2013/14 CDBG/City)	\$378,636.50
City of Columbia	\$ 71,000.00
TOTAL	\$449,636.50

E. Alternatives

1. Approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).
2. Do not approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II). If not approved, the Monticello Road Streetscape would not continue.

F. Recommendation

It is recommended that Council approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).

Recommended by: Valeria Jackson Department: Community Development Date: June 6, 2014

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:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

Procurement

Reviewed by Christy Swofford:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

Grants

Reviewed by: Sara Salley

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

Legal

Reviewed by: Elizabeth McLean

Recommend Council approval

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

Date: 6/10/14

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/19/14

Recommend Council denial

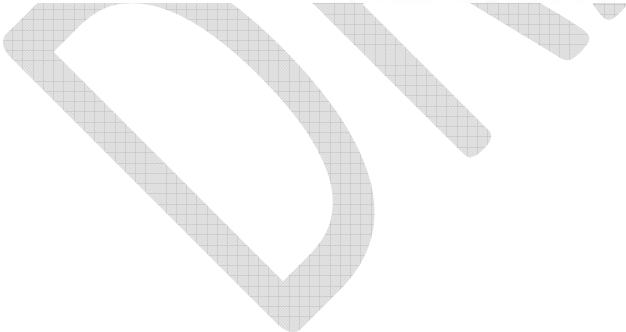
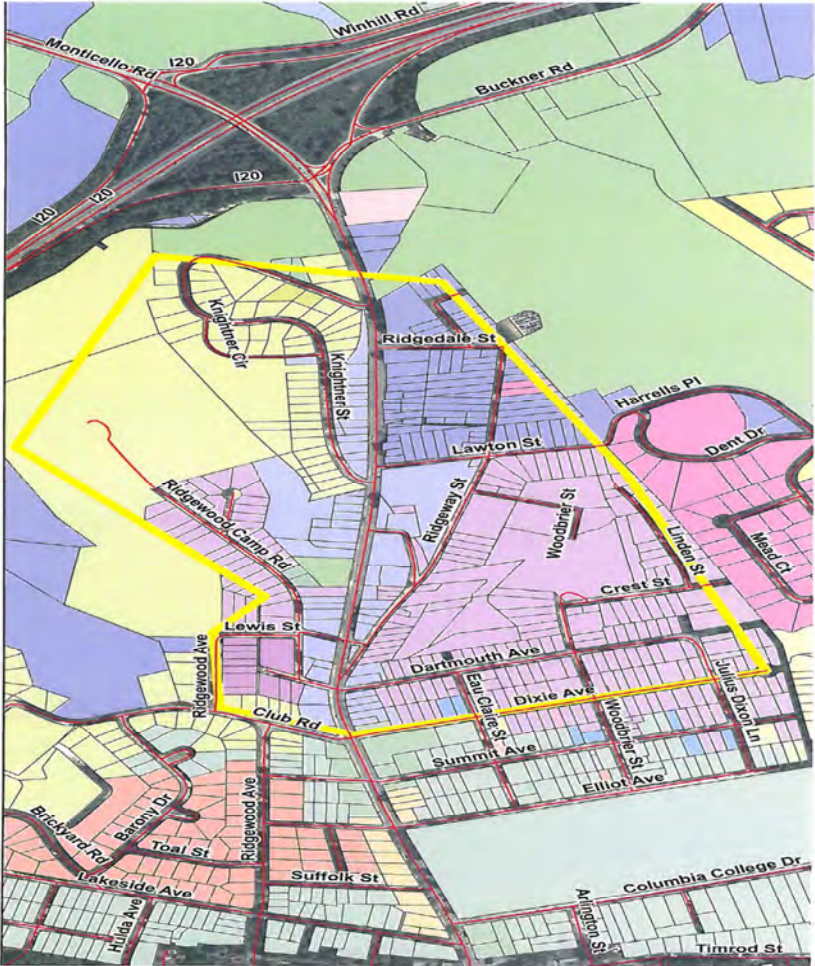
Map of Monticello Road Streetscape Project Area

Ridgewood Revitalization Area

- Roads
- Ridgewood_Boundary
- <all other values>

Zoning

- C-1
- C-2
- C-3
- GC
- HI
- LI
- M-1
- OI
- RG-1
- RG-2
- RG-3
- RM-HD
- RM-MD
- RS-1
- RS-2
- RS-3
- RS-HD
- RS-LD
- RS-MD
- RU



Letter from URS



May 23, 2014

Richland County Office of Procurement
ATTN: Ms. Christy Swofford
2020 Hampton Street, Suite 3064
Columbia, SC 29204

RE: Monticello Road Improvements Phase II
CPS140592 (URS 09116/46421629)

COPY

Dear Ms. Swofford:

As you know, URS assisted Richland County with bidding services for the project referenced above. At the time bids were opened, L-J, Inc. was the apparent lowest bidder, with a total bid of \$449,636.50. After contacting references and reviewing the qualifications presented by L-J, Inc., it appears that L-J, Inc. is qualified to perform the work. URS recommends that Richland County award the project to L-J, Inc. in the amount of \$449,636.50. If you have no objection, we will prepare a Notice of Intent to Award for your signature. Please contact me at (803) 254-4400 when you are ready to proceed, or if you have any questions.

Very truly yours,

URS Corporation

A handwritten signature in blue ink, appearing to read 'WRH', is written over the printed name.

Walter R. Hodges
Project Manager

cc: Mr. Stacy Culbreath, P.E., Assistant County Engineer, Richland County
Ms. Jocelyn Jennings, Community Development, Richland County

URS Corporation
101 Research Drive
Columbia, SC 29203
Tel: 803.254.4400
Fax: 803.771.6676

Richland County Council Request of Action

Subject

Minimum Residence Requirement for SLBE Program Applicants **[PAGES 205-208]**

Notes

June 24, 2014 - Committee recommended that Council give first reading approval to an ordinance amendment which would require businesses and emerging businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program. It was also recommended that Council invoke the pending ordinance doctrine relative to the ordinance amendment.

Richland County Council Request of Action

Subject: Minimum Residence Requirement for SLBE Program Applicants

A. Purpose

County Council is requested to approve the requirement for businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.

B. Background / Discussion

On June 3, 2014, Chairman Norman Jackson made the following motion:

“Businesses should be established a minimum of one year in Richland County to participate in the SLBE program.”

On September 17, 2013 the SLBE Program Ordinance was passed and was amended on May 6, 2014 (see attached). Neither version contained a provision regarding the minimum amount of time firms are required to be based in Richland County before applying to the program; however, with the imminent launch of the program, Council is requested to address this issue so the requirement is clear to the potential applicants, and businesses are discouraged from relocating to Richland County solely to participate in the program. Firms that have already applied to the SLBE program as part of a team responding to the PDT solicitation will be exempt from this ordinance. Upon approval of this ordinance amendment, new applicants to the SLBE program will be required to meet this requirement by being located in Richland County on or before January 1, 2014. All forms, affidavits, and documentation will be reviewed to make a thorough determination whether the applicant satisfies all SLBE eligibility requirements as set forth in the ordinance.

The SLBE program recently processed certifications applications for firms applying on teams responding to the Program Development Team RFQ. In reviewing applications, it was evident some firms had recently relocated to Richland County presumably to meet the local requirement and participate in the program. Because this provision may not have been considered when the ordinance was written, it is recommended Council consider whether or not firms should be required to meet a minimum residence requirement to ensure only businesses that have already established some tenure in the County are able to apply and participate in the program, at least in the short term. Although Emerging SLBEs were not included in the original motion, it is recommended an ordinance amendment also include Emerging SLBEs and require they meet a minimum six-month residency requirement.

In reviewing other similar small local business programs, most require the applicant firm be located and operate in the jurisdiction for at least one year prior to submitting an application for certification. Programs researched to support this position are Clayton County, Georgia; City of Oakland, California; Washington Suburban Sanitary Commission in Baltimore, Maryland; Kansas City, Missouri.

C. Legislative / Chronological History

This motion was referred to the A&F Committee at the June 3, 2014 Council Meeting.

D. Financial Impact

There is no direct financial impact anticipated with this request.

E. Alternatives

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.
2. Do not approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.
3. Approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program, along with requiring emerging businesses to be established in Richland County a minimum of six months prior to participating in the Small Local Business Enterprise (SLBE) Program.

F. Recommendation

I recommend that businesses should be established a minimum of one year in Richland County to participate in the SLBE program

Recommended by: Norman Jackson Department: County Council Date: June 3, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council with no direct financial impact.

Procurement

Reviewed by: Justine Jones

Date: 6/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval of this amendment is recommended and supported by the SLBE program which has a goal of preventing this and other forms of exploitation to the program, and to mitigate future abuses by addressing issues of this type sooner than later in this progression of the program.

It is further recommend, in the intervening time period, the requirement be included in the On Call Engineering Team, the Dirt Road Paving Project and all future solicitations which include the utilization of SLBEs with the provision that this proposed amendment will follow the regular course of consideration as it is presented to Council for three readings and a public hearing.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval

Date: 6/19/14
 Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The best course of action would be to include the new requirement in solicitations only after third reading of the ordinance; however, if there exists some urgent reason to proceed with the two solicitations named above before third reading, the County could include the language, perhaps by invoking the Pending Ordinance Doctrine. As no draft ordinance has been attached, if Council so chooses, Legal will work with Franklin Lee to draft an ordinance amendment.

Administration

Reviewed by: Tony McDonald
 Recommend Council approval
Comments regarding recommendation:

Date: 6/19/14
 Recommend Council denial

DRAFT

Richland County Council Request of Action

Subject

Ad Hoc Health Insurance Study Committee [**PAGES 209-211**]

Notes

June 24, 2014 - The Committee recommended that Council approve the motion to develop an Ad Hoc Health Insurance Study Committee. The Committee would convene after Council's August recess. Also, the Committee recommended that the Chair consider volunteers when appointing the Committee.

Richland County Council Request of Action

Subject: Ad Hoc Health Insurance Study Committee

A. Purpose

Richland County Council is requested to develop an Ad Hoc Health Insurance Study Committee.

B. Background / Discussion

On May 20, 2014, Council members Pearce and Rose brought forth the following motion:

“Based on Council concerns regarding the long term stability of Richland County’s employee health insurance program, the Council Chair is asked to appoint an Ad Hoc Health Insurance Study Committee to meet with staff to review existing employee health care policies and explore potential alternatives to providing health care to Richland County employees and their families. The target date for completion of the Committee’s work and generation of recommendations would be at a yet to be determined date in early 2015 sufficient for the inclusion of their report in the FY 2015-2016 budget deliberations.”

At the June 3, 2014 Council Meeting, Council directed staff to negotiate and award contracts for employee and pre-65 retiree health, dental, life, and other benefits that were reviewed, evaluated, ranked and recommended by Aon Consultants and staff. These contracts will run from October 1, 2014 – September 30, 2015.

If Council approves the motion to establish an Ad Hoc Health Insurance Study Committee, it is recommended that the Committee convene after Council’s August recess to begin its deliberations. This will allow Council and staff time to complete the 2015 budget, wrap up year-end FY 14 items, kick off the new fiscal year, and finalize the contracts for the current / new health insurance related vendors, which Council approved on June 3. In the interim, the Chairman of County Council could appoint the Committee Members so that the group could be ready to start work in September.

C. Legislative / Chronological History

Motion by Greg Pearce and Seth Rose on May 20, 2014.

D. Financial Impact

There is no financial impact associated with this request at this time. If the Committee’s analysis will require the assistance of an outside vendor, however, funding will need to be identified at a later date.

E. Alternatives

1. Approve the motion to develop an Ad Hoc Health Insurance Study Committee. The Committee will begin its deliberations in September. The Chair will appoint the Committee members upon Council’s approval of the creation of the Committee.
2. Do not approve the motion to develop an Ad Hoc Health Insurance Study Committee.

F. Recommendation

I move to develop an Ad Hoc Health Insurance Study Committee.

Recommended by: Greg Pearce Department: County Council Date: 5/20/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/9/14

Recommend Council approval

Recommend Council denial

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

Procurement

Reviewed by: Christy Swofford

Date: 6/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation

Human Resources

Reviewed by: Dwight Hanna

Date: 6/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Obviously this is a matter at the discretion of County Council. Therefore if approved by County Council the Human Resources will welcome and support Richland County Government taking a strategic approach to support the long term stability of employee health insurance. The Human Resources Department has been researching, studying, evaluating, analyzing, and making recommendations aimed at supporting the long term stability for well over 10 years. The wellness program and wellness incentive program is one example of the Human Resources Department's strategic approach to support the long term stability of employee health insurance.

Administration

Reviewed by: Roxanne Ancheta

Date: June 12, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While this decision is at Council's discretion, staff would welcome the opportunity to review employee health care policies and explore potential alternatives with an Ad Hoc Health Insurance Study Committee. If Council approves the motion to establish the Committee, it is recommended that the Committee convene after Council's August recess to begin its deliberations.

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Cesium; and matters relating thereto **[PAGES 212-243]**

Notes

First Reading: May 6, 2014

Second Reading: June 17, 2014

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1, SECTION 170; TITLE 4, CHAPTER 1, SECTION 175; AND TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CESIUM; AND MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the “County”) is authorized by Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant credits against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County (collectively, “Infrastructure”);

WHEREAS, pursuant to the Acts, the County and Fairfield County, South Carolina (“Fairfield”) previously developed the I-77 Corridor Regional Industrial Park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003, which consolidated each phase of the Park and now governs the operation of the Park (“Park Agreement”);

WHEREAS, pursuant to the Acts and the Park Agreement, the County and Fairfield previously located certain real property, as more particularly described in Exhibit A, and improvements thereon (collectively “Real Property”), in the Park;

WHEREAS, ~~Project Cesium~~ AVANTech, Inc. (“Company”) anticipates expanding its current operations in the County (“Project”) and has considered locating the Project on the Real Property, which is owned by 2050 American Italian Way, LLC (the “Lessor”);

WHEREAS, the Company further anticipates creating at least 20 additional full-time jobs in the County in connection with the Project;

WHEREAS, pursuant to the Acts, to encourage the Company to locate the Project in the County and create additional jobs in the County, the County desires to enter into an

agreement with the Company and the ~~lessor of the Real Property (the “Lessor”)~~ to provide for a 25% credit for a term of 10 years (“Credit”) against the fee-in-lieu of tax receipts derived from the Real Property to assist the Company and Lessor in paying costs of the Infrastructure at the Real Property;

WHEREAS, there has been prepared and presented to this meeting of Richland County Council (the “County Council”) the proposed form of a Special Source Revenue Credit Agreement (the “Agreement”) among the County, the Company, and the Lessor which sets forth the terms and conditions of the Credit; and

WHEREAS, it appears that the Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. In accordance with the Acts, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

(a) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(b) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the Credit is approved and the form, terms and provisions of the Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement to the Company and the Lessor. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

Section 4. The consummation of all transactions contemplated by the Agreement is hereby approved and authorized.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this 1st day of July, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Chair
Richland County Council

ATTEST:

Clerk to Council

First Reading: May 6, 2014
Second Reading: June 17, 2014
Public Hearing: July 1, 2014
Third Reading: July 1, 2014

EXHIBIT A

DESCRIPTION OF LAND

~~PPAB~~ [2050 American Italian Way](#)
[Columbia, SC 29209](#)

Tax Map No.: _____

†

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned, Clerk to County Council of Richland County ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this ____ day of _____, 2014.

Clerk to Richland County Council
Richland County, South Carolina

~#4840-6922-3963 ~~v.4-6/12/14~~v.5-6/19/14~

DRAFT
6/12/14
6/19/14

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

AMONG

RICHLAND COUNTY, SOUTH CAROLINA

AND

~~PROJECT CESIUM LANDLORD~~
AVANTECH, INC.

AND

~~PROJECT CESIUM~~
2050 AMERICAN ITALIAN WAY, LLC

DATED
AS OF

 JULY 1, 2014

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AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “**Agreement**”) is made and entered into as of July 1, 2014, by and among RICHLAND COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “**County Council**”) as governing body of the County; ~~Project Cesium Landlord~~ 2050 AMERICAN ITALIAN WAY, LLC (the “**Company**”); and ~~Project Cesium~~ AVANTECH, INC. (the “**Tenant**”).

WITNESSETH:

WHEREAS, the County is authorized by Title 4, Chapter 1; Title 4, Chapter 29; and Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “**Acts**”), to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant credits against such fee-in-lieu of tax payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, Tenant anticipates expanding its operations in the County (“**Expansion**”) and further anticipates creating at least 20 additional full-time jobs in the County in connection with the Expansion;

WHEREAS, as an inducement to the Company and the Tenant in relation to the Expansion, the County, the Company and the Tenant desire to enter into an agreement to provide for a credit against the fee-in-lieu of tax payments derived from the Project, as defined herein;

WHEREAS, pursuant to Ordinance No. ____ adopted on July 1, 2014, the County Council authorized the negotiation, execution and delivery of an agreement with the Company and the Tenant setting forth the terms and conditions of the Annual Credit, as defined herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
RULES OF CONSTRUCTION; DEFINITIONS**

SECTION 1.1. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

SECTION 1.2. *Definitions.*

“**Acts**” has the meaning set forth in the Recitals.

“**Administration Expenses**” means the reasonable and necessary out-of-pocket legal fees and expenses incurred by the County with respect to this Agreement, as set forth in Section 9.12.

“**Agreement**” means this Special Source Revenue Credit Agreement dated as of July 1, 2014, between the County, the Company and the Tenant.

“**Annual Credit**” has the meaning set forth in Section 4.2 of this Agreement.

“**Chair**” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“**Clerk**” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“**Company**” means ~~Project Cesium Landlord~~ 2050 American Italian Way, LLC, a South Carolina limited liability company qualified to do business in South Carolina, and its successors and assigns.

“**County**” means Richland County, South Carolina, and its successors and assigns.

“**County Administrator**” means the Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“**County Council**” means the County Council of the County.

“**Documents**” means the Ordinance and this Agreement.

“**DOR**” means the South Carolina Department of Revenue and any successor thereto.

“**Event of Default**” means any Event of Default specified in Section 7.1 of this Agreement.

“Expansion” has the meaning set forth in the Recitals.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

“Infrastructure Improvements” means, in accordance with the Acts, the past, present and future (i) designing, acquiring, constructing, improving or expanding the infrastructure serving the County or all or part of the Project, (ii) improved or unimproved real estate, buildings and structural components of buildings, including upfits, used in the operation of all or part of the Project, and (iii) the costs to the Company of any of the items referenced in the foregoing clauses (i) or (ii). “Infrastructure Improvements” does not include personal property.

“Lease” means the _____, 2014 lease agreement between the Company and the Tenant concerning the Project real property.

“MCIP Law” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Multi-County Industrial Park” or “MCIP” means the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina and governed by the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 or another industrial or business park established by the County and one or more counties acting under the provisions of the MCIP Law.

“Ordinance” means the Ordinance adopted by the County on July 1, 2014, authorizing this Agreement.

“Parties” means, collectively, the County, the Company and the Tenant, and **“Party”** means any one of the Parties.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

“Project” means the Improvements and Real Property owned by the Company and leased to the Tenant.

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“State” means the State of South Carolina.

“**Tenant**” means ~~Project Cesium~~AVANTech, Inc., a South Carolina corporation, and its successors and assigns.

Any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and the Tenant and covenants with the Company and the Tenant as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, to the best knowledge of the County Administrator, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best knowledge of the County, neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(d) To the best knowledge of the County, all consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by

the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(e) To the best knowledge of the County, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company and the Tenant as follows:

(a) The County agrees to do all things deemed reasonably necessary by the Company or the Tenant in connection with this Agreement, including but not limited to performance of its obligations in the Documents, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) County Council previously authorized the location of the Project in a Multi-County Industrial Park. The County agrees to use its best efforts to maintain the Project in a Multi-County Industrial Park through March 1, 2024.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County and the Tenant:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State and qualified to do business in the State. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in

accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.4. *Representations and Warranties of the Tenant.* The Tenant makes the following representations and warranties to the County and the Company:

(a) The Tenant is a corporation duly organized and validly existing under the laws of the State and qualified to do business in the State. The Tenant has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Tenant is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Tenant is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Tenant in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Tenant or the validity or enforceability of the Documents.

(d) The Documents to which the Tenant is a party are (or, when executed, will be) legal, valid and binding obligations of the Tenant enforceable against the Tenant in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) In connection with the Expansion, the Tenant plans to create at least 20 additional new, full-time jobs, with benefits, in the County.

ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; ANNUAL CREDIT; TERM

SECTION 4.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the MCIP Law, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what the ad valorem property taxes would be on the Project if the Project were not located in a Multi-County Park, less the Annual Credit that is provided in Section 4.2.

SECTION 4.2. *Annual Credit.*

(a) Pursuant to and subject to the provisions of this Section, the County shall provide the Company with an annual credit, for the first ten property tax years after the property tax year in which the Tenant occupies and begins operations at the Project, in an amount equal to 25% of the Payments-in-Lieu-of-Taxes to be made by the Company on the Project (the “**Annual Credit**”). The County is providing the Annual Credit to the Company for the purpose of defraying a portion of the cost of the Company’s Infrastructure Improvements.

(b) If, by December 31, 2017, the Tenant has not created 20 additional new, full-time jobs, with benefits, in the County (“Jobs Commitment”), then this Agreement shall terminate and the Company is no longer entitled to receive the Annual Credit. The Tenant is deemed to have met the jobs requirements as set forth in this subsection (b) if, by December 31, 2017, the Tenant creates 20 additional new, full-time jobs, with benefits, in the County, in addition to the 77 full-time jobs the Tenant presently maintains in the County in connection with the Tenant’s operations.

(c) If the Tenant meets the job requirements set forth in subsection (b), but, after December 31, 2017 and prior to the end of the tenth property tax year following the property tax year in which the Tenant occupies the Project and begins operations, fails to maintain the 20-job requirement set forth in subsection (b), then this Agreement shall terminate and the Company is no longer entitled to receive the Annual Credit.

(d) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to any Annual Credit only to the extent that, as of the date that such Annual Credit is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any Annual Credit previously provided and the amount of the Annual Credit to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

(e) Notwithstanding anything in Article VII or elsewhere in this Agreement to the contrary, the County, the Tenant and the Company acknowledge and agree that under the terms of the Lease, the Tenant has assumed the obligation for payment of all Payments-in-Lieu of Taxes and other payments due from or on behalf of the Company under this Agreement, and the County shall accept all Payments-in-Lieu-of-Taxes or other payments made under this Agreement by the Tenant.

SECTION 4.3. Term. The term of this Agreement shall be from the effective date of this Agreement until the date on which the last of the ten Payments-in-Lieu-of-Taxes subject to the Annual Credit is made, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

ARTICLE V EFFECTIVE DATE

SECTION 5.1. Effective Date. This Agreement shall become effective as of the date first written above.

**ARTICLE VI
SPECIAL COVENANTS**

SECTION 6.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company and the Tenant utilize confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's or the Tenant's operations could result in substantial harm to the Company and the Tenant and could thereby have a significant detrimental impact on the Company's and the Tenant's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 9.9 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly and intentionally disclose or otherwise divulge any such clearly marked or identified confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company or the Tenant may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company or the Tenant to any third party, the County agrees to provide the Company or the Tenant, as applicable, with reasonable advance notice of such requirement before making such disclosure.

SECTION 6.2. *Indemnification Covenants.*

(a) The Tenant 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 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 the Documents, 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 Tenant 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 Agreement.

(c) Notwithstanding the foregoing, the Tenant 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 6.3. *Assignment.* With the County's consent, approval or ratification, which shall not be unreasonably withheld, any or all of the Company's or the Tenant's interest in the Project and/or this Agreement may be transferred or assigned by the Company or the Tenant to any other entity. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company to any Company Affiliate and by the Tenant to any Tenant Affiliate, and by the Company to the Tenant, of any or all of its interest in Project property and/or this Agreement. For purposes of this Section, a "Company Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company, and a "Tenant Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Tenant. The County agrees that the County can provide any required consent, approval or subsequent ratification under this Section either by a resolution of County Council or by a letter or other writing executed by the County Administrator.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default to the Company and the Tenant from the County; or

(b) If the Company or the Tenant shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company or the Tenant, as applicable (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company and the Tenant by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company or the Tenant, as applicable, is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the

Company or the Tenant, as applicable, is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company, the Tenant, or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 7.2. Remedies on Default. Whenever any Event of Default by the Company or the Tenant shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company or the Tenant may terminate this Agreement at any time upon providing 30 days' notice to the County and the other Party, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Acts relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any of the Parties is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.4. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by any of the Parties and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 7.5. Default by County. Upon the default of the County in the performance of any of its obligations under this Agreement, the Company or the Tenant may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

**ARTICLE VIII
COMPANY OPTION TO TERMINATE**

SECTION 8.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice to the County, the Company or the Tenant may terminate this Agreement with respect to the entire Project or any portion thereof; provided, that unless and until the Lease has been terminated, the Company may not terminate this Agreement without the prior written approval of the Tenant. Upon termination of all or part of this Agreement, the Company is liable for any amounts already due and owing under this Agreement, if any, which shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes or, if the termination is with respect to the entire Project, then within 120 days of termination.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

[TBD]

With a copy to:

[TBD]

If to the Tenant:

~~Project Cesium~~

~~[TBD]~~

[AVANTech, Inc.](#)
[2050 American Italian Way](#)
[Columbia, SC 29209](#)
[Attention: James L. Braun](#)

With a copy to:

Nelson Mullins Riley & Scarborough LLP
1320 Main Street
17th Floor
Columbia, SC 29210
Attention: George B. Wolfe, Esq.

If to the County:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29201
Attention: County Economic Developer

With a copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, SC 29201
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the Party serving notice.

SECTION 9.2. *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

SECTION 9.3. *Rescission and Severability.* In the event that either the Acts or the Annual Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company and the Tenant shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company or the Tenant, the County shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company and the Tenant hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

SECTION 9.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 9.5. *Fiscal Year; Property Tax Year.* If the Company's or the Tenant's fiscal year changes in the future so as to cause a change in the Company's or the Tenant's property tax year, the timing of the requirements set forth in this Agreement shall, as appropriate and to the extent allowed by law, be automatically revised accordingly.

SECTION 9.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council or other form of consent or approval allowed by law.

SECTION 9.7. *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument and all of which, together, shall constitute but one and the same document.

SECTION 9.8. *Law Governing Construction of Agreement.* The laws of the State shall govern the construction of this Agreement.

SECTION 9.9. *Filings.*

(a) The Company or the Tenant shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company or the Tenant may designate with respect to any filings delivered to the County segments thereof that the Company or the Tenant believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or the Tenant with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) The Tenant shall comply with the annual filing requirements set forth in the Resolution adopted by the County Council on December 21, 2010, a copy of which is attached hereto as Exhibit B; provided, however, that the Company shall not be required to disclose any employee by name or other personally identifiable information.

SECTION 9.10. *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

SECTION 9.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company or the Tenant, at the sole expense of the Tenant, such additional instruments as the Company or the Tenant may reasonably request to effectuate the purposes of

this Agreement. The Company or the Tenant will prepare, for the County's examination and execution, any such instruments as may be requested by the Company or the Tenant.

SECTION 9.12. *Payment of Certain County Expenses for County's Outside Legal Counsel.* Subject to the cap set forth in the next sentence, the Tenant shall pay the County's Administration Expenses, which shall consist of the County's reasonable costs and attorneys' fees incurred in connection with the negotiation, documentation, approval and implementation of this Agreement, the Multi-County Industrial Park, the Ordinance and any other ordinances relating to any of the foregoing, and all related documents and matters concerning any of the foregoing or the Project. In no event shall the Tenant be required to pay for more than \$3,500 of the County Administration Expenses. Any such payments shall be made by the Tenant within 45 days after receiving written notice from the county, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, ~~and PROJECT CESIUM LANDLORD and PROJECT CESIUM~~2050 AMERICAN ITALIAN WAY, LLC and AVANTECH, INC., pursuant to due authority, have duly executed this Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman
Richland County Council

ATTEST:

Clerk to Council

~~PROJECT CESIUM LANDLORD~~
2050 AMERICAN ITALIAN WAY, LLC

By: _____

By: _____

Name: _____

Title: _____

~~PROJECT CESIUM~~
AVANTECH, INC.

By: _____

Name: _____

Title: _____

DESCRIPTION OF LAND

{TBD}

2050 American Italian Way
Columbia, SC 29209

Tax Map No.: _____

EXHIBIT B

DECEMBER 21, 2010 COUNTY COUNCIL RESOLUTION

See attachment.

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

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:

1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
 - a. Name of company;
 - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
 - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
 - d. Net jobs created to date as a result of the project;
 - e. List of all employees for reporting year by residential zip code only;
 - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator
Attn: Economic Development
P.O. Box 192
Columbia, SC 29202

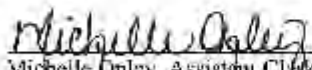
3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FTO document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21st day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14th day of December, 2010.

RICHLAND COUNTY COUNCIL

BY: 
Paul Leingson, Chair

ATTEST this the 5 day of
January 2011


Michelle Onley, Assistant Clerk of Council

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

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 - e. List of all employees for reporting year by residential zip code only;
 - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator
Attn: Economic Development
P.O. Box 192
Columbia, SC 29202

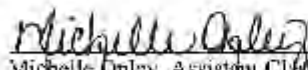
3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, F.I.C.F. document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21st day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14th day of December, 2010.

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January 2010, 2011


Michelle Onley, Assistant Clerk of Council

v.4

~#4833-7763-7147 v.5~

PPAB 2466126v6

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [**PAGES 244-248**]

Notes

April 22, 2014 - The Committee recommended the establishment of a new Drainage Improvement Program to address drainage and localized flooding problems for both existing and future development in Richland County with the understanding that citizens are to pay for the cost of materials. Staff is to review the responsibilities of property owners.

First Reading: May 6, 2014
Second Reading: June 3, 2014
Third Reading:
Public Hearing: June 3, 2014

AMENDED

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; DIVISION 2, PUBLIC WORKS; SECTION 2-197, USE OF COUNTY EQUIPMENT BY PRIVATE PARTIES AND DURING PUBLIC EMERGENCIES; AND CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-4, DRAINAGE ON PRIVATE PROPERTY; AND SECTION 21-16; SO AS TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE COUNTY MAY PERFORM EMERGENCY MAINTENANCE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Emergencies; is hereby amended to read as follows:

Sec. 2-197. Use of county equipment by private parties and during public emergencies.

(a) *Use and operation of county equipment.* Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) *Public emergency.* A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, ~~commercial~~ plane crash, ~~passenger~~ train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, ~~forest~~ fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, ~~and~~ health, the environment, and prevent substantial property loss.

(c) *Records.* In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the manhours involved.

(d) *Reimbursement.* The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

AMENDED

(e) *Violation.* The failure to comply with this section shall be grounds for suspension, removal or termination.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-4, Drainage on Private Property; is hereby amended to read as follows:

Sec. 21-4. Drainage on private property.

(a) Drainage improvements and/or maintenance will be undertaken by county forces on private property only:

- (1) When the drainage system involved has been designed, approved and constructed in accordance with the county's Stormwater Management, Erosion and Sediment Control Regulations (§§ 26-202, 26-203) and accepted by the county, or
- (2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the county on all of the property involved. Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council. For the purpose of this section, a public interest is defined as:
 - a. The correction of a serious health hazard or environmental concern, as designated by county or state ~~health~~ officials, affecting multiple residences ~~and beyond the responsibility of an individual property owner~~.
 - b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.
 - c. The correction of drainage problems associated with projects constructed by the county.
 - d. The maintenance of the structural integrity of the existing drainage infrastructure of the county.
 - e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road.
 - f. However, correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

AMENDED

~~Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.~~

(3) Emergency maintenance and/or improvements of private drainage facilities, including natural resources (such as streams), may be undertaken when the following conditions exist and the requirements of Subsection (a) (2), above, cannot be met:

- a. The correction of a serious health or environmental hazard, as designated by county or state officials, affecting a single residence and beyond the ability of an individual property owner to resolve.
- b. Improvements and/or maintenance that eliminate flooding of less than four (4) residences and/or businesses.
- c. Improvements and/or maintenance of an existing drainage facility, failure of which may result in property damage to downstream properties or potential loss of life.
- d. The provision of emergency maintenance will not create a maintenance responsibility for Richland County. A temporary right-of-entry will be required of the property owner, covering only the time which the emergency maintenance is performed.

Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council.

~~(b) Construction materials must be furnished by the property owner or others prior to the County undertaking any drainage improvement and/or maintenance under subsection (a) (3), above.~~

(b) Easements or temporary rights-of-way ~~will~~ must be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by county forces. Easements for maintenance of drainage facilities constructed without the county's approval of plans or inspections will not be accepted unless the property owners execute a hold harmless agreement and release the county from all claims resulting from deficiencies of the facilities.

(c) Except where the county has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.

AMENDED

SECTION III. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-16, Work on Private Property; is hereby amended to read as follows:

Sec. 21-16. Work on private property.

The county department of public works is prohibited from performing any work on private property not specifically authorized under the provisions of this ~~section~~ Article except in emergency situations involving public health or safety and authorized, in writing, by the county administrator.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

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: May 6, 2014
Public Hearing: June 3, 2014
Second Reading: June 3, 2014
Third Reading: June 17, 2014 (tentative)

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 5A, Office of Small Business Opportunity; so that a new department will be created **[PAGES 249-255]**

Notes

First Reading: June 17, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Richland County Office of Small Business Opportunity

A. Purpose

County Council is requested to approve the development and implementation of an Office of Small Business Opportunity (OSBO).

B. Background / Discussion

This item was initiated in December 2013 at the request of Chairman Norman Jackson who requested a background report on establishing an Office of Small Business Opportunity in Richland County. Justine Jones, former Manager of Research, led the study and prepared the subsequent report which was initially provided to Councilman Jackson on December 16, 2013. The subsequent Revised Preliminary Report was provided to Council at its Annual Retreat on January 24, 2014. An office of small business opportunity is typically designed to support the successful development and growth of for-profit small businesses using a variety of essential business assistance resources, a combination of development programs, organizational training and strategic advancement services. As an added benefit, an OSBO will frequently plug its participants into several networks of internal and external partners that can provide additional support, development tools, and contracting opportunities to current and aspiring business owners who want to either expand or start new businesses.

This request was made about the same time the SLBE program was first being assembled. Since both programs could not be concurrently developed, and the SLBE program implementation was requested to be rolled out at the earliest possible date, the request for an OSBO was temporarily put on hold. However, more recently, several other Council members reemphasized the need to implement a capacity building component into the program at a SLBE Work Session in April 2014; therefore, after further reconsideration, and in consultation with Administrator McDonald, it became apparent it was more feasible to complete the groundwork for the program sooner than later particularly since the SLBE program is nearing its launch date and a considerable amount of its development has been completed.

The OSBO would be made into its own separate department and house the SLBE program (it is currently a division within the Procurement Office) and other associated programs targeting small businesses, which could include a Disadvantaged Business Enterprise (DBE) and/or Minority, Women, Disadvantaged Business Enterprise (MWDBE) programs after a disparity study has been completed. With Council approval, the SLBE program will be placed in the Office of Small Business Opportunity when it officially launches at the beginning of FY 15, in summer 2014. The marketing campaign for the SLBE program will begin in early June; the OSBO can be added to the campaign and both the office and the program can be marketed concurrently.

Similar programs were reviewed in the City of Columbia, City of Houston, and the City of Charlotte, each with numerous features that presumably were designed with the respective entity's participants in mind. The following are several tools other programs offer and conceivably could be utilized in Richland County's program.

- Educational Workshops, Seminars and Symposiums
- Cost Estimating and Bidding
- Project Management
- Financial Statements
- Cash Flow Management
- Mentor-Protégé Program
- Referrals to bank loans, loan funds and guarantee programs
- Group and Individualized Technical Assistance
- Acquiring Financing through Grants, Loans and Other Types of Assistance
- Business Plan Development
- Financial Packaging and Lending Assistance
- Marketing and Outreach
- Startup capital

Identifying where the office will be located and available office space is a critical need that will need to be completed before the office opens. Ample space will be needed for several staff people as well as a conference room or access to meeting space to conduct the workshops, seminars, and group meetings.

C. Legislative / Chronological History

- December 8, 2013, Councilman Jackson submitted a request for an Office of Business Opportunity to be researched and findings provided upon completion.
- December 16, 2013: County Council was forwarded the Preliminary Background Report by the Assistant to the Clerk.
- December 30, 2013: The Revised Preliminary Background Report was provided to Administration for inclusion in the 2014 Council Retreat Packet and was very briefly discussed.
- April 8, 2014: SLBE Work Session was held, which included discussion regarding an Office of Small Business opportunity.
- May 6, 2014: SLBE program design and proposed model received Council approval.

D. Financial Impact

Determining financial impact will be dependent on which program components Council would like the office to offer. Five staff people were been approved by Council on May 6, 2014 for the SLBE program; however, the full scope of services outlined above would not be able to be provided solely by program staff. Ms. Jones, the SLBE program administrator, has begun discussions and is currently in the process of establishing community partnerships to provide some of the services and offset some of the expenses associated with providing services. The goal is to utilize as many community partnerships as is feasible to offer a high quality, responsive program that mutually advances the goals and objectives of the County and its participants.

Some of the possible offerings include conducting application reviews, banking and loans, procurement process, contracting and compliance, regulations and reporting, negotiations, acquiring certifications, etc. The budget from the SLBE program could be transferred to the OSBO program and adjustments could be made mid-cycle if necessary; however, modifications would more likely occur during the next budget cycle in FY 16. Based on the needs and demands of the program, one additional staff person may be needed, but this determination will

be better made after the program has been fully implemented and a full complement of staff has been hired to assist in the operations of the office.

For the benefit Council, the SLBE program budget, which was approved previously, is included as follows:

Table 1. SLBE Program Budget

Line Description	FY15
Estimated Personnel Costs	\$382,151
Estimated Operating Costs	\$109,000
Total Estimated Program Costs	\$ 491,151

E. Alternatives

1. Approve the request to develop and implement an Office of Small Business Opportunity which contains the SLBE program and other programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive and compete more equitably for contracts and projects.
2. Do not approve the request to develop and implement an Office of Small Business Opportunity which contains the SLBE program and other programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive and compete more equitably for contracts and projects.

F. Recommendation

It is recommended Council approve the request for an Office of Business Opportunity which contains the SLBE program and other associated programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive, and compete more equitably for contracts and projects.

Recommended by: Justine Jones Department: SLBE Program Date: May 9, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: My understanding is that the funding is currently planned to come from Transportation Fund. We would recommend that approval clarify the intended funding source.

Legal

Reviewed by: Elizabeth McLean Date: 5/16/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion; however, depending on the services intended to be provided (ex. lending assistance), a more complete legal review may be warranted.

Administration

Reviewed by: Roxanne Ancheta

Date: May 16, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The creation of a new County Department to serve this purpose is at the discretion of Council. However, it is recommended that Council endorse the concept of an Office of Small Business Opportunity (OSBO). Further, it is recommended that Council direct staff regarding the proposed programs that they would like to see housed in the OSBO. Once this preliminary direction from Council has been provided, a detailed OSBO model (mission statement, goals, programs, staffing, etc.) will be developed. Staff will also complete a financial analysis to determine the cost of such an operation. This analysis will include the cost of office space (if applicable), staffing needs, operating and capital costs, etc.

Because this item is of such great importance, and has many intricacies which must be vetted by numerous departments (Procurement, Finance, Legal, Administration, etc.), it is recommended that, after the detailed OSBO model and financial analysis have been developed, we have a full Council Work Session. It is essential that we develop an OSBO that meets its mission established by Council, is financially viable, legally sound, and truly successful for our small business owners. By ensuring we lay the proper groundwork on the front end, we can help ensure this occurs.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; BY ADDING A NEW DIVISION ENTITLED 5A, OFFICE OF SMALL BUSINESS OPPORTUNITY; SO THAT A NEW DEPARTMENT WILL BE CREATED.

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 2, Administration; Article V, County Departments; Division 5, Public Safety, Sections “2-232 – 2-234. Reserved” is hereby deleted in their entirety.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 5A. OFFICE OF SMALL BUSINESS OPPORTUNITY

Sec. 2-232. Creation; director.

There is hereby created the department of the Office of Small Business Opportunity (OSBO) and the position of director of the OSBO. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator. The director of the OSBO shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.

Sec. 2-233. Staff; personnel; compensation.

The director of the OSBO shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

Sec. 2-234. Responsibilities; powers; duties.

The OSBO, and such employees of the department as are assigned to it, shall be charged with the following duties:

- (a) Management of the county's SLBE program (see Section 2-639, et. seq.)
- (b) Management of the county's Minority, Women and Disadvantaged Business Enterprise (MWDDBE) programs;

- (c) Management of the county's program for business enterprises owned and operated by persons with disabilities;
- (d) Management of the Business Development program; and
- (e) Other programs or functions assigned to the department by the county administrator or county council.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

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: June 17, 2014 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Approving a Budget for and the distribution of the revenues from the one percent (1%) sales and use tax for Transportation Projects for Fiscal Year 2014-2015 and other matters related thereto **[SECOND READING]**
[PAGES 256-262]

Notes

First Reading: June 17, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE APPROVING A BUDGET FOR AND THE DISTRIBUTION OF THE REVENUES FROM THE ONE PERCENT (1%) SALES AND USE TAX FOR TRANSPORTATION PROJECTS FOR FISCAL YEAR 2014-2015 AND OTHER MATTERS RELATED THERETO.

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

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

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the Act, on July 18, 2012, the County enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing a one percent (1%) sales and use tax (the "Sales and Use Tax") within the County for a period of 22 years for the purpose hereinafter described.

(c) Pursuant to the terms of the Act and the Sales Tax Ordinance, a referendum was held in the County on November 6, 2012, regarding imposition of the Sales and Use Tax, which resulted in a favorable vote of a majority of the qualified electors.

(d) The Sales and Use Tax will be expended for the payment of administrative expenses and the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs ("Project 1");

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs ("Project 2"); and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs ("Project 3," together with Project 1 and Project 2, the "Projects").

(e) The imposition of the Sales and Use Tax and the use of Sales and Use Tax revenue shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of Sales and Use Tax revenue established by the Act and other applicable law. Subject to annual appropriations by County Council, Sales and Use Tax revenues shall be used for the costs of the Projects approved in the referendum, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the Projects.

(f) The Sales and Use Tax was imposed beginning May 1, 2013. The revenue generated for April, May and June 2014 will be received in fiscal year 2014-2015. The terms and provisions of this ordinance relate to the fiscal year in which the County receives the Sales and Use Tax revenue.

SECTION 2. Receipt of Funds by County Treasurer; Distribution Thereof. Pursuant to the Act, the State Treasurer shall distribute the revenue from the Sales and Use Tax quarterly to the Richland County Treasurer (the "County Treasurer"). The County Treasurer shall hold the revenues and any interest earnings of the Sales and Use Tax in a fund separate and distinct from all other funds of the County. Quarterly distributions of the revenue shall be made by the County in the amounts and only for the purposes stated herein.

SECTION 3. Approval of Budget; Authorization to Distribute Sales Tax Revenue. Pursuant to the Act and the ballot question approved in the referendum held on November 6, 2012, the distribution of the Sales and Use Tax revenue shall be as follows:

(a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;

(b) The balance of each quarterly payment shall be distributed as follows:

(i) 63% shall be paid to the County for costs of Project 1;

(ii) 29% shall be paid to the Central Midlands Regional Transit Authority for Project 2; and

(ii) 8% shall be paid to the County for costs of Project 3.

(c) Prior to the expenditure of funds for Projects 1 and 3, the County Administrator will obtain County Council's approval for such expenditure. Prior to the expenditure of funds by the Central Midlands Regional Transit Authority (the "CMRTA") for Project 2, the CMRTA shall provide County Council with a copy of its budget for fiscal year 2014-2015, a copy of which is attached to this Ordinance.

SECTION 4. Reporting Requirements.

(a) The County Administrator shall provide periodic reports to County Council regarding the use of Sales and Use Tax revenues for Projects 1 and 3 in such form and in such frequency as shall be requested by County Council.

(b) The CMRTA shall provide to County Council an independent annual audit and quarterly financial information, all in a form satisfactory to County Council.

SECTION 5. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

[Signatures Follow]

Enacted this ____ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2014:

Michelle Onley
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:

Date of Second Reading:

Date of Third Reading:

**Central Midlands Regional Transit Authority
Budget
Year Ending June 30, 2015**

		Budget	% of	Actual	Projected	Budget			
		FYE 6/30/2014	Revenue	Nine Months	Actual	FYE 6/30/2015	Notes		
				Ended 3/30/14	6/30/2014				
Revenue									
1	3010-010-000-00	Farebox Revenue	1,476,402	5.69%	1	1,001,051	1,334,735	1,374,777	1
2	3020-010-000-00	Ticket Sales Revenue	425,000	1.64%	2	391,881	494,175	509,000	D 2
3	3022-010-000-00	Advertising Revenue	44,500	0.17%	3	14,817	19,756	20,349	3
4	3023-010-000-00	In Kind Revenue	60,000	0.23%	4	-	60,000	60,000	4
5	3025-010-000-00	Contracted Service Revenue	-	0.00%	5	-	-	-	5
6	3026-010-000-00	Local Revenue-Columbia	-	0.00%	6	-	-	-	6
7	3027-010-000-00	Local Revenue-Lexington Cty	116,250	0.45%	7	96,063	128,084	140,892	7
8	3031-010-000-00	Local Revenue - Richland Cty	-	0.00%	8	-	-	-	8
9	3033-010-000-00	1% Sales Tax Revenue Earned	14,985,186	57.74%	9	10,845,367	14,460,489	14,400,000	9
10	3032-010-000-00	Interest Income	-	0.00%	10	464	619	10,000	10
11	3037-010-000-00	State Mass Transit Funds-Operations Revenue	471,121	1.82%	11	344,290	459,053	607,611	11
12	3110-010-096-010	Federal Revenue Capital	305,347	1.18%	12	8,794	8,794	874,628	12
13	3110-010-210-00	Federal Revenue - Planning	-	0.00%	13	-	-	28,000	13
14	3110-010-018-00	Federal Revenue: Mobility Management	82,496	0.32%	14	17,003	17,003	40,000	14
15	3111-010-000-00	Projected PM & DART Grant Revenue	1,987,518	7.66%	15	1,325,207	1,325,207	334,380	15
16	3110-010-000-09	Federal Revenue for CapX Fleet Procurement	6,000,000	23.12%	16	-	-	1,174,500	C 16
17	3110-010-015-00	Federal New Freedom Travel Trainer	-	0.00%	17	-	-	27,000	17
18	3110-010-008-00	Medical Escort Grant	-	0.00%	18	-	-	62,460	18
19	3110-010-045-09	Federal Revenue - Lucius Road Capital	-	0.00%	19	119,734	119,734	531,457	E 19
20	3110-010-096-10	Federal Revenue - ARRA Capital	-	0.00%	20	269,546	269,546	141,711	E 20
21	3110-010-096-09	Federal Revenue - ARRA PM	-	0.00%	21	2,999	2,999	-	21
22	3112-010-210-09	Federal Revenue-Capital (PM)	-	0.00%	22	-	-	-	22
23	3112-010-247-09	Federal Revenue-Capital (PM)	-	0.00%	23	-	-	-	23
24	3400-010-000-00	Gain on Disposition of Assets	-	0.00%	24	35,111	35,111	-	24
25	3900-010-000-00	Miscellaneous Income	-	0.00%	25	(121)	(121)	-	25
26		Total Revenue	25,953,820	100.00%	26	14,472,206	18,735,184	20,336,765	26
Expenses									
27	4101-010-000-00	Salaries	608,551	2.34%	27	360,786	535,179	561,938	27
28	4102-010-000-00	Interns/Temps	-	0.00%	28	39,776	39,776	12,000	28
29	4103-010-000-00	Contracted Laborers	-	0.00%	29	23,188	32,881	33,867	29
30	4140-010-000-00	Fringe Benefits	317,202	1.22%	30	121,317	179,895	197,885	30
31	4168-010-000-00	Vehicle Allowance	-	0.00%	31	2,294	3,194	3,708	31
32	4201-010-000-00	Dues & Subscriptions:	22,500	0.09%	32	1,096	1,461	22,500	32
33	4202-010-000-00	Employee Training	6,695	0.03%	33	15,451	15,751	35,000	33
34	4203-010-000-00	Marketing/Advertising/Promotion	95,000	0.37%	34	63,300	84,400	86,932	34
35	4204-010-000-00	Legal Advertising:	4,120	0.02%	35	433	922	950	35
36	4205-010-000-00	Transit Facility Maint /Repair:	160,188	0.62%	36	181,305	241,740	125,000	36
37	4206-010-000-00	Office Supplies/Other Expenses:	12,360	0.05%	37	7,271	9,695	9,986	37
38	4208-010-000-00	Postage & Shipping	1,236	0.00%	38	1,000	1,333	1,373	38
39	4209-010-000-00	Printing	77,250	0.30%	39	22,868	30,491	77,250	39
40	4210-010-000-00	Board / Committee Expenses	-	0.00%	40	545	727	748	40
41	4211-010-000-00	Meals & Entertainment	-	0.00%	41	1,072	1,429	1,472	41
42	4212-010-000-00	Meetings/Seminars/Events	-	0.00%	42	230	307	316	42
43	4213-010-000-00	Apparel/Merchandise	-	0.00%	43	18,495	18,495	2,500	43
44	4214-010-045-09	Moving Expense - Lucius Road	-	0.00%	44	1,646	1,646	-	44
45	4215-010-000-00	Relocation - Employee Expense	-	0.00%	45	4,100	4,100	-	45
46	4219-010-000-00	Admin-Miscellaneous:	1,545	0.01%	46	5,964	7,952	8,191	46
47	4305-010-000-00	Contractor-Fixed Route:	6,513,858	25.10%	47	4,628,547	6,157,143	8,586,518	A 47
48	4306-010-000-00	Contractor-DART	1,288,726	4.97%	48	1,001,438	1,338,383	1,536,379	A 48
49	4307-010-000-00	Contractor - Santee Wateree RTA	-	0.00%	49	7,556	10,075	368,308	49
50	4308-010-000-00	Contractor-Contract Services	-	0.00%	50	-	-	-	50
51	4321-010-000-00	Vehicle Fuel	1,321,327	5.09%	51	839,057	1,118,743	2,092,836	51
52	4341-010-000-00	Insurance - Vehicle:	35,142	0.14%	52	25,423	33,897	34,914	52
53	4342-010-000-00	Insurance - Facilities	16,995	0.07%	53	9,503	12,671	13,051	53
54	4343-010-000-00	Insurance-Tort Liability:	11,124	0.04%	54	5,377	7,169	7,384	54
55	4344-010-000-00	Insurance-Officers & Directors:	3,863	0.01%	55	3,325	4,433	4,566	55
56	4361-010-000-00	Profession & Technical /Legal	330,000	1.27%	56	287,142	382,856	300,000	56
57	4363-010-045-09	Engineering & Design - Lucius Road	-	0.00%	57	76,171	76,171	-	57
58	4365-010-000-00	Custodial Services	65,001	0.25%	58	45,866	61,155	5,096	58
59	4366-010-000-00	Security Services:	98,365	0.38%	59	84,573	112,764	9,397	59
60	4367-010-000-00	Fare Collection Svces/Supplies:	38,750	0.15%	60	41,576	55,435	57,098	60
61	4368-010-000-00	Tickets & Transfers:	40,000	0.15%	61	2,341	3,121	3,215	61
62	4369-010-000-00	Other Services:	43,244	0.17%	62	28,340	37,787	38,920	62

63	4370-010-096-09	Facility Renovations - ARRA	305,347	1.18%	63	54,435	72,580	-	63
64	4381-010-000-00	Electricity	100,940	0.39%	64	69,888	93,184	95,980	64
65	4382-010-000-00	Water & Sewer	10,043	0.04%	65	4,310	5,747	5,919	65
66	4383-010-000-00	Telephone	41,715	0.16%	66	37,118	49,491	50,975	66
67	4384-010-000-00	Natural Gas	7,468	0.03%	67	6,625	8,833	9,098	67
68	4385-010-000-00	Mobile Telephone	-	0.00%	68	2,524	3,694	3,805	68
69	4387-010-000-00	Vehicle Repairs & Maintenance	614,936 ¹⁴	2.37%	69	113,272	151,029	400,000	69
70	4388-010-096-09	Rehab & Rebuild Vehicle - ARRA	-	0.00%	70	114,794	120,000	141,711	70
71	4401-010-000-00	Taxes & Fees:	8,240	0.03%	71	3,219	4,292	4,421	71
72	4402-010-000-00	Banking Fees	-	0.00%	72	7,062	9,416	9,698	72
73	4510-010-000-00	Software & Equipment	-	0.00%	73	119,614	159,485	164,270	73
74	4501-010-210-09	Office Equipment & Furniture:General-Capital	-	0.00%	74	9,679	12,905	13,292	74
75	4502-010-000-00	Office Equipment < \$1,500	-	0.00%	75	884	1,179	1,214	75
76	4505-010-000-00	Vehicles & Equipment:	-	0.00%	76	82,893	110,524	113,840	76
77	4512-010-000-00	Software & Equipment Maintenance	63,592	0.25%	77	31,882	42,509	43,785	77
78	4515-010-000-00	Office Equipment-Lease/Rental	12,360	0.05%	78	6,178	8,237	8,484	78
79	4600-010-000-00	In Kind Expense	60,000	0.23%	79	-	60,000	60,000	79
80	4999-010-000-00	Miscellaneous	11,236 ⁵	0.04%	80	-	-	12,000	80
81	4602-010-000-00	Cost of Securing Loan	-	0.00%	81	6,500	6,500	-	81
82	4603-010-00-00	Interest Expense on Short Term Loan	-	0.00%	82	19,050	19,050	-	82
83	4700-010-000-00	Depreciation Expense	2,163,447 ²	8.34%	83	860,946	1,137,306	1,500,000	83
84	4601-010-000-00	Refunds to City & Richland County	2,811,667 ^{7/16}	10.83%	84	363,085	726,170	1,452,340	84
85	Total Expenses		<u>17,324,033</u> ⁷	<u>66.75%</u>	85	<u>9,872,330</u>	<u>13,425,308</u>	<u>18,330,131</u>	85
86	Net Income (Loss) Before Reserves		8,629,787 ¹	33.25%	86	4,599,876	5,309,876	2,006,634	86
87	Operating Reserve Funding		(4,837,455) ⁷	-18.64%	87	-	(2,000,000)	(1,358,558)	B 87
88	Capital Reserve Funding		(1,500,000) ⁸	-5.78%	88	-	-	(577,022)	C 88
89	Net Income (Loss)		<u>2,292,332</u> ¹⁵	<u>8.83%</u>	89	<u>4,599,876</u>	<u>3,309,876</u>	<u>71,054</u>	89

FYE 6/30/14 Notes:

Note 1: Cash of \$6,000,000 from contemplated federal grant is expected to used to acquire new fleet additions.

Note 2: The FYE 6/30/14 budget includes depreciation funding.

Note 3: The amount earned for May and June 2013 from the 1% Sales Tax is expected to be collected in August 2013. This amount is estimated to approximate \$2.7 million. The amount to be earned for the quarter ending 6/30/14 is expected to be collected in August 2014. This amount is estimated to approximate \$3.9 million.

Note 4: The FYE 6/30/14 budget does not include the cost of additional contemplated service effective 4/1/2014.

Note 5: FYE 6/30/14 budget includes \$10,000 for Santee-Wateree operations support. Added to Miscellaneous Expense.

Note 6: FYE 6/30/14 budget includes USC football game revenue of \$42,000 in Farebox Revenue as well as \$48,710 in expense (\$33,310 in VEOLIA Fixed Route cost, \$2,600 in VEOLIA DART Route cost, and \$12,800 in Vehicle Fuel).

Note 7: The Operating Reserve Funding is based on four months of total expenses before reserves, less expense for refunds to City & Richland County.

Note 8: The Capital Reserve Funding is based on 20% match on federal fleet procurement grant.

Note 9: Salaries includes \$410,000 for additional staffing in FYE 6/30/14 budget. Salaries also includes \$20,624 for Mobility grant match for FYE 6/30/14.

Note 10: Fringe benefits includes \$221,195 for additional staffing for FYE 6/30/14.

Note 11: Projected PM & DART Grant Revenue includes \$1,600,000 for PM and \$387,518 for DART for FYE 6/30/14.

Note 12: Cost of additional service added 5/13/13 is \$1,219,446 for FYE 6/30/14. Of this amount, \$902,390 is included in VEOLIA Fixed Route Cost and \$317,056 is included in Vehicle Fuel.

Note 13: Cost of additional service to be added 10/1/13 is \$230,490. Of this amount, \$170,563 is included in VEOLIA Fixed Route cost and \$59,927 is included in Vehicle Fuel.

Note 14: A/C #4387 includes \$496,880 in 20% Preventative Maintenance expense match of federal grant revenue for FYE 6/30/14 budget.

Note 15: Cash flow will not correspond with net income due to the timing of various revenues earned and expenses incurred vs when these items are received or paid.

Note 16: As of the date of the preparation of this budget, this line item is in negotiation between CMRTA and the Funding Partners. The actual amount could be more or less than the amount show above. Further, the amount may ultimately be obligated or incurred in a fiscal year other than the year in which this item appears above.

Note 17: Includes \$41,146 for the cost for VEOLIA-provided Route Scout services.

FYE 6/30/15 Notes:

Note A: This amount is based on current level of service based on cost proposal from Proposer #2. This amount includes start up costs of \$671,472 as specified in the proposer's negotiated cost proposal. All start up costs have been shown on Fixed Route line for this budget. This amount also includes a 115 hour per day service increase effective 8/15/14.

Note B: The board had wanted to set aside 4/12ths of the annual expense budget reduced by the City/County refunding. At this All In Amount this line item would be approximately \$4.8MM. There is not enough current year surplus to fully fund the reserve at this level. Accordingly, the funding reserve has been set at an amount approximating projected net income. This reserve is calculated and funded on a cumulative basis.

Note C: Includes Fleet additions totaling \$1,350,000 at 83/17 match

Note D: Includes \$85k from USC

Note E: Includes shelters and telephones as well as additional improvements at Headquarters.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing by adding Section 2-591 to authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the penny tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts **[PAGES 263-271]**

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

AMENDMENT

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2; ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING SECTION 2-591 TO AUTHORIZE COUNTY COUNCIL TO DETERMINE WHICH PURCHASING DECISIONS REGARDING PURCHASING MADE EXCLUSIVELY WITH MONIES RAISED THROUGH THE PENNY TAX ARE OF SUCH COUNTY WIDE SIGNIFICANCE THAT COUNTY COUNCIL HAS THE AUTHORITY TO MAKE THE FINAL AND CONCLUSIVE DETERMINATION TO WHOM TO AWARD THE CONTRACTS.

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

The Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing is hereby amended as follows:

Section 2-591 is added to read:

1. When Richland County (the "County") is engaged in a purchase involving only the expenditure of funds raised from the Penny Sales Tax Referendum passed November 6, 2012, the County Council may, upon a vote of the majority of its members, exempt any specific procurement which County Council determines is of great county wide significance, from the purchasing procedures of Article X, Division 2, Competitive Purchasing Policy, § 2-600 (Procurement of Professional Services) and 2-601 (Competitive Sealed Proposals). For purposes of this section, "determination" means County Council's majority vote that a specific procurement is of such great county wide significance that it is exempt from the provisions of §§ 2-600 or 2-601. For purposes of this section "Director of Procurement" means the Director of Procurement or any employee of the Richland County Department of Procurement designated by the Director of Procurement, in consultation with the County Administrator, to handle a solicitation under this section. Any solicitation so exempted as being of great county wide significance shall follow the procurement procedure set forth in this section. Any solicitation procured pursuant to this section is not subject to any other provision of Article X, Division 2, Competitive Purchasing Policy unless specifically stated to the contrary herein.

2. For a specific procurement involving professional services which would otherwise be subject to the provisions of § 2-600, requests for qualifications, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall be responsible for developing a request for qualifications and shall prepare a government project cost estimate for use in negotiations, which cost estimation shall remain confidential until after negotiation and award of a contract. A "request for qualification" is a written or published solicitation for submittals for the provision of professional services such as architectural, landscaping or engineering services, where the contract award is based upon the qualifications of the offeror for the specific project and cost is not an award criterion. The request for qualifications must contain, at a minimum, a description of the scope of the work being requested, the deadline for submission of information, how

prospective offerors may apply for consideration and must require information on prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

b. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

c. The Director of Procurement, in conjunction with the County employee(s) appointed by the County Administrator, shall prepare a request for qualifications, which shall include evaluation criteria, developed by the Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, as they determine appropriate for the specific project. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for qualifications and relate to the purpose of the procurement. The evaluation criteria shall be listed in the solicitation in relative order of importance, but the solicitation shall not publicly list the numerical weighting of each factor. The request for qualifications shall be submitted to County Council for its approval prior to publication.

d. The notice of the request for qualifications will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, a description of all professional services required for that project, the submission deadline, and how and to whom interested offerors may submit qualifications for consideration.

e. Offerors shall submit qualification information as required in the request for qualifications.

f. Qualification submittals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for qualifications. Only the names of the offering offerors shall be disclosed at the qualification submittal opening. Contents of the qualification submittals shall remain confidential and shall not be disclosed during the negotiation process. Qualification submittals shall be open for public inspection after contract award, except that proprietary or confidential information in any qualification submittal that is clearly marked "confidential" by the offering offeror shall not be disclosed except as provided in the request for qualifications and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

g. Prior to sending the qualifications submittals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as such terms are defined in the County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a qualifications submittal from the material requirements of the request for qualifications. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for qualifications having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the

offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for qualifications or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a qualification submittal is incomplete with regards to the material requirements of the request for qualifications or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected and the submittal will not be forwarded to the Committee.

h. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for qualifications which responses appear eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for qualifications. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of qualifications.

i. The Committee may conduct interviews with offerors submitting responses to the request for qualifications as it deems appropriate.

j. Based upon the evaluation criteria, the Committee shall select not more than **eight (8)** offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose qualification package, including the discussions and interviews, if any, are the most qualified offerors to be forwarded to County Council for consideration of award of the specific project. The Committee shall develop a written short-list report regarding the most qualified offerors, listing the offerors in alphabetical order. No non-responsive, non-responsible or non-qualified qualification submittals shall be included in the written short-listed report to County Council.

k. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and a copy of each of the short-listed offerors' qualification submittals to members of County Council.

l. Upon receipt of the Committee's written short-list report and the short-listed offerors' qualification submittals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the offerors' qualification submittals or additional information from the offerors regarding their respective approach to the specific project.

m. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's or offerors' qualification submittal **or submittals, if County Council intends to select more than one offeror with whom to contract**, is or are in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked. In its sole discretion,

County Council may award the contract to a single offeror or to multiple offerors, not to exceed five (5) offerors, as is set forth in the request [for qualifications](#). When awarding to multiple offerors, the offerors to whom the contracts are awarded shall be determined by majority vote of County Council voting for up to five (5) offerors.

n. The Director of Procurement shall request a cost proposal from the top ranked offeror. Upon receipt of the cost proposal, in its sole discretion, County Council may direct the Director of Procurement to proceed in any of the manners indicated below, except in no case may confidential information derived from qualification submittals and negotiations submitted by competing offerors be disclosed:

i. when awarding to a single offeror, negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council, in its sole discretion;

ii. when awarding a contract to multiple offerors, set the terms of the contract and give each of the offerors ranked in the top five an opportunity to agree to meet the terms of the contract;

iii. when awarding a contract to a single offeror ,during the negotiation process, as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may reopen negotiations with any offeror with whom the Director of Procurement had previously negotiated; or

iv. whether awarding to a single offeror or to multiple offerors, the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for qualifications and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

3. For a specific procurement involving professional services that would otherwise be subject to the provisions of Section 2-601, requests for proposals, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall prepare the request for proposals for the specific project. A "request for proposal" is a written or published solicitation for proposals to provide goods, services, or construction as described therein. Evaluation factors upon which the proposals will be evaluated by the Committee (hereinafter defined) for purposes of making a written report to County Council shall be stated in the request for proposals. Price may or may not be one of the evaluation factors but it shall not be the sole basis for evaluation and award of the contract. The pricing in proposals shall remain confidential until after negotiation and award of a contract except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information." The request for proposals shall be submitted to County Council for its approval prior to publication.

b. The notice of the request for proposals will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, if applicable, a description of the goods, services, or construction to be provided for that project, the submission deadline, and how and to whom interested offerors may submit proposals.

c. Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

d. The request for proposals shall list the evaluation factors including price, if it is an evaluation factor, in relative order of importance, but shall not publically list the numerical weighting of each factor. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.

e. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

f. Prior to sending the proposals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as each is defined in County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposal. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a proposal is incomplete with regards to the material requirements of the request for proposals or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected, and the proposal will not be forwarded to the Committee.

g. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for proposals, which response appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of proposals.

h. The Committee may conduct interviews with offerors submitting responses to the request for proposals as it deems appropriate.

i. Based upon the evaluation criteria, the Committee shall select not more than eight (8) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose proposals, including the discussions and interviews, if any, are most advantageous to the County. The Committee shall then develop a written short-list report regarding the offerors whose proposals are most advantageous to the County, listing the offerors in alphabetical order. No non-responsive, non-responsible, or non-qualified offeror shall be included in the written short-list report to County Council.

j. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and the short-listed offerors' proposals to members of County Council.

k. Upon receipt of the Committee's short-list report and the copies of the short-listed offerors' proposals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the proposals or additional information from the offerors regarding their approaches to the specific project.

l. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's or offerors' qualification submittal or submittals, if County Council intends to select more than one offeror with whom to contract, is or are in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked. In its sole discretion, County Council may award the contract to a single offerors or to multiple offerors, not to exceed five offerors, as is set forth in the request for proposals. When awarding to multiple offerors, the offerors to whom the contracts are awarded shall be determined by majority vote of County Council voting for up to five (5) offerors.

m. Whether price was an evaluation factor or not, the County Council in its sole discretion may direct the Director of Procurement to proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

i. when awarding a contract to a single offeror, negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the

third, and so on, ranked offerors to the level of ranking determined by the County Council in its sole discretion;

ii. when awarding a contract to a multiple offerors, set the terms of the contract and give each of the offerors ranked in the top five an opportunity to agree to meet the terms of the contract;

iii. when awarding a contract to a single offeror, during the negotiation process as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may direct the Director of Procurement to reopen negotiations with any offeror with whom it had previously negotiated; or

iv. whether awarding to a single offeror or to multiple offerors, the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for proposals and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

4. The County Council reserves the right to reject any solicitation, in whole or in part, issued pursuant to this section and may reject, in whole or in part, any or all qualifications or proposals submitted pursuant to this section.

5. Once the County Council makes a determination pursuant to section 1 of the section, offerors and anyone acting on behalf of offerors are prohibited from contacting, by any means of communication, any County elected official, County employee other than the Director of Procurement, or a consultant advising the County regarding the solicitation about the solicitation or any portion of the solicitation. If an offeror or anyone acting on behalf of the offeror contacts a County elected official, County employee or consultant advising the County on the solicitation, the County elected official, employee, or consultant shall immediately notify the Director of Procurement and the County Attorney regarding the name of the individual making the contact, the name of the offeror on whose behalf the contact was made and the nature of the contact. Any offeror who contacts a County elected official, a County employee other than the Director of Procurement, or a consultant advising the County on the solicitation regarding the solicitation will not be eligible for award of the contract and may be subject to suspension or debarment proceedings.

6. Any procurement conducted pursuant to the provisions of this section is exempt from all other requirements of Article X, Division 2, Competitive Purchasing Policy, including but not limited to, the protest provisions therein.

7. The provisions of the South Carolina Freedom of Information Act and Section 11-35-410 of the South Carolina Consolidated Procurement Code are applicable to any solicitation undertaken pursuant to this section.

8. 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.

Enacted this ____ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2014:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars [**PAGES 272-274**]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.CP_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 TOWNSHIP
CAPITAL PROJECTS BUDGET TO ADD NINE HUNDRED FIFTY SIX
THOUSAND DOLLARS.

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. Approve the Appropriation of Nine Hundred Fifty Six Thousand Dollars. Therefore, the Fiscal Year 2013-2014 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2013 as amended:	\$	-0-
Appropriation of Capital Project unassigned fund balance:	\$	956,000
Total Township Capital Project Revenue as Amended:	\$	956,000

EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$	-0-
Appropriate funding for land purchase	\$	956,000
Total Township Capital Project Expenditures as Amended:	\$	956,000

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

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

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map
[FIRST READING] [PAGES 275-289]

Notes

May 27, 2014 - The Committee recommended approval to amend select ordinances in Chapter 26 of the Richland County Code of Ordinances. Staff was also directed to compare FEMA standards to the County's standards.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Update Floodplain Ordinance in conjunction with the new countywide Flood Insurance Rate Maps (FIRM).

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 26 of the Richland County Code of Ordinance in regards to floodplain management.

B. Background / Discussion

Richland County participates in the National Flood Insurance Program (NFIP) which allows property owners to purchase flood insurance through the Federal Emergency Management Agency (FEMA). FEMA has been conducting a new countywide Flood Insurance Study (FIS) and is developing the associated Flood Insurance Rate Map (FIRM) for Richland County. With these new County-wide maps, the review of the County Ordinance for compliance with FEMA standards was completed. Updates shown in the attached Ordinance include those required to remain in compliance with the NFIP upon the adoption of the new FIRM. Upon the completion of the study process, public notices, and map finalization, another ROA will be submitted to Council to update the effective date of the FIS and associated FIRM. The expected time frame for the next ROA is Summer 2015.

In addition to participating in the NFIP which allows citizens to purchase flood insurance, Richland County also participates in the Community Rating System (CRS). CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. In 2011, the NFIP completed a comprehensive review of the CRS which resulted in the 2013 release of a new CRS Coordinator's Manual. The County's recertification visit is scheduled for October 2014. This will be the first recertification for Richland County utilizing the new 2013 manual. Updating the Substantial Improvement/Damage section of the current ordinance would provide up to an additional 100 CRS points in regards to the substantial damage/improvement criteria.

The County's current definition of substantial improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, in which the cost equals or exceeds 50% of the market value of the structure. Substantial damage is damage of any origin sustained by a structure whereby the cost of restoring the structure equals or exceeds 50% of the market value of the structure.

The proposed update to the Substantial Improvement/Damage ordinance includes limiting the previous improvement or repair calculation to 10 years and to reduce the percent calculation from 50% to 40% of the current market value of the structure.

The current ordinance interpretation is to include all previous improvements and damages in the calculations to determine whether a structure has been substantially improved or damaged. By incorporating a limited 10-year time frame, the County will reduce the time and amount of improvements utilized to determine whether a structure has been substantially improved or

damaged and can receive additional CRS points. With the associated reduction in the overall timeframe of the calculation for substantial improvement/damage, incorporating a lower threshold for the percentage should not have an impact on the community and will also provide additional CRS points.

Other proposed changes include updating references to current manuals and updating references to other sections of the County Ordinance.

C. Legislative / Chronological History

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

D. Financial Impact

There is no direct financial impact associated with approval of this request. There is, however, possible financial impact to the citizens of Richland County based on the outcome of this request.

If the required changes are not incorporated for compliance with the NFIP guidelines, the County could be removed from the program, and its citizens would not be able to purchase flood insurance through FEMA. Richland County citizens could be severely limited in their purchase options, may not be able to find affordable insurance, and therefore not meet the conditions of federally backed mortgages on structures located in the floodplain.

Incorporation of these changes would maintain the County's compliance with the NFIP, could increase the total CRS points, and thereby increase the percentage of direct, automatic discounts on the flood policies of Richland County citizens.

E. Alternatives

1. Approve the request to amend select ordinances in Chapter 26 of the Richland County Code of Ordinance.
2. Do not approve the request to amend select ordinances in Chapter 26 of the Richland County Code of Ordinance.

F. Recommendation

It is recommended that Council approve the request to modify select ordinances in Chapter 26 of the Richland County Code of Ordinance in regards to floodplain management.

Recommended by: Ismail Ozbek, PE Department: Public Works Date: May 9, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/8/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

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

This ordinance would need to go before the Planning Commission.

Administration

Reviewed by: Sparty Hammett

Date: 5/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO REMAIN IN COMPLIANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM UPON THE ADOPTION OF THE NEW FLOOD INSURANCE RATE MAP.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial damage” is hereby amended to read as follows:

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damage condition would equal or exceed ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial improvement” is hereby amended to read as follows:

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage,” regardless of the actual repair work performed. Substantial improvement also means improvement on structure on separate occasions during a ten (10) year period for which the cost of total repairs over time exceeds forty (40%) of the market value of the structure.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article III, Administration; Section 26-36, Richland County Public Works; Subsection (a), Powers and Duties Pursuant to this Chapter; is hereby amended to read as follows:

- (a) *Powers and duties pursuant to this chapter.*
- (1) *Engineering Division/Stormwater Management Division.* The Richland County Engineering Division and the Stormwater Management Division, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Article VIII. of this chapter and other relevant laws and regulations pertaining to stormwater management and erosion and sediment control in Richland County:

- a. To review and approve/deny all plans for stormwater management to assure that all applicable requirements of this chapter have been satisfied.
 - b. To enforce all provisions of the stormwater management and erosion and sediment control provisions of this chapter and other relevant laws and regulations relating to stormwater management. (See Sections 26-64, 26-202 and 26-203 of this chapter).
 - c. To review and approve/deny all applications for land disturbance permits to assure that all applicable requirements of this chapter have been satisfied.
 - d. To interpret the terms and provisions of Section 26-64 and Article VIII. of this chapter.
- (2) *Flood coordinator.* The Richland County Flood Coordinator, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County:
- a. To review all applications for zoning and land disturbance permits within the FP Floodplain Overlay District to assure that all applicable requirements of this chapter have been satisfied.
 - b. To advise any applicant for a zoning and/or land disturbance permit within the FP Floodplain Overlay District that additional federal or state permits may be required and require that copies of any permits or permit applications for activities on the proposed site be provided and maintained on file with the flood coordinator.
 - c. To notify adjacent communities and the State Coordinator for the National Flood Insurance Program of the South Carolina Department of Natural Resources, Land, Water and Conservation Division, prior to any alteration or relocation of a watercourse, and to submit evidence of such notification to FEMA.
 - d. To prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 26-106 of this chapter are met.
 - e. Where interpretation is needed as to the exact location of the boundaries of special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), to make the necessary interpretation.

- f. When base flood elevation data of floodway data have not been provided in accordance with Section 26-106 of this chapter, to obtain, review, and reasonably utilize the best available base flood elevation data and floodway data available from a federal, state or other source at his/her discretion, in order to administer the provisions of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- g. When a regulatory floodway has not been designated, the flood coordinator must require that no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted within Zones AE and A1-30 on the community's FIRM, unless it is demonstrated by an engineer registered with the state, that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community more than one (1) foot.
- h. Mail annually a notice, ~~including a copy of the application of a development permit~~, to owners or occupants of structures within or touched by the regulatory floodplain areas, to provide information as to the status of the flood hazard for each property. This notice shall require that owners provide this notice ~~and a copy of the development permit~~ to subsequent purchasers of the property.
- i. To serve notices of violation, issue stop work orders, revoke or suspend permits and take corrective actions for violations of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- j. To maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- k. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-61, Review in FP Floodplain Overlay District; is hereby amended to read as follows:

Sec. 26-61. Review in FP Floodplain Overlay District.

- (a) *Purpose.* A floodplain development permit is required in conformance with the provisions of this chapter (particularly Section ~~26-103~~ 26-106) prior to the commencement of any development activities in the FP Overlay District. The purpose of

this permit is to ensure that compliance with all regulations concerning floodplain development is achieved.

- (b) *Pre-application procedure.* No pre- application conference is required prior to applying for a floodplain development permit. Applicants are encouraged to call or visit the county's flood coordinator prior to requesting a floodplain development permit to determine what information is required for the application.
- (c) *Plan submittal.* Application for a floodplain development permit shall be made to the flood coordinator on forms furnished by the county and shall include all items required on that application. An application may be submitted by a property owner or authorized agent. The information submitted for the permit shall be certified by a land surveyor, engineer, or architect authorized by law to certify the required information and plans.
- (d) *Staff review.* The county flood coordinator shall review all applications for a flood development permit and approve or deny such applications. Approval or denial of a flood development permit shall be based on all applicable provisions of this chapter and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that material may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of roads and bridges and public utilities and facilities such as sewer, gas, electrical and water systems; and
 - (7) The relationship of the proposed use to any comprehensive planning document for that area.
- (e) *Public notification.* No public notification is required for floodplain development permit issuance.
- (f) *Formal review.* No formal review is required for floodplain development permit review.
- (g) *Variances.* No variances are permitted from the regulations on floodplain development (Section ~~26-103~~ 26-106 of this chapter) pertinent to the issuance of a floodplain development permit.

- (h) *Appeals.* The Richland County Administrator shall hear and decide appeals from determinations made by the flood coordinator. Any owner who has received a decision from the coordinator may appeal this decision to the Richland County Administrator by giving notice of appeal in writing to the flood coordinator within twenty (20) days following issuance of the decision. In the absence of an appeal, the order of the flood coordinator shall be final. The Richland County Administrator shall hear an appeal within a reasonable time and may affirm, modify and affirm, or reverse the decision of the coordinator. Written record of the appeal decision shall be provided by the Richland County Administrator to the flood coordinator.
- (i) *Permit validity.* The effective date of a floodplain development permit shall be the date as stamped on the permit. Permits shall be valid only when signed by the flood coordinator. Any floodplain development permit issued shall become invalid if the authorized work is not commence within six (6) months after the issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing the work, unless an extension has been granted in writing by the flood coordinator.
- (j) *Interpretation. In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.*

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; Subparagraph d.; is hereby amended to read as follows:

- d. *Anchoring.* All new construction and~~or~~ substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structures.

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; Subparagraph e.; is hereby amended to read as follows:

- e. *Materials/methods to be used.* All new construction and~~or~~ substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage. All new construction and/or substantial improvements shall be constructed by methods and practices that minimize flood damages.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District;

Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph a., ; is hereby amended to read as follows:

- a. *Residential construction.* New construction ~~or~~ and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than two (2) feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below.

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph b., Nonresidential Construction; is hereby amended to read as follows:

- b. *Nonresidential construction.* New construction ~~or~~ and substantial improvement of any commercial industrial, or nonresidential structure shall have the lowest floor (including basement), or mechanical and utility equipment, elevated no lower than two (2) feet above the level of the base flood elevation or be flood-proofed to a level no lower than two (2) feet above the level of the base flood elevation, provided that all areas of the building (including mechanical and utility equipment) below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below. A land surveyor, engineer, or architect authorized by law to certify such information shall certify that the standards of this subsection are satisfied. Flood-proofed structures shall have an approved maintenance plan with an annual exercise as required by FEMA. The maintenance plan must be approved by the flood coordinator and notification of the annual exercise shall be provided to same.

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph f., Elevated Buildings; is hereby amended to read as follows:

- f. *Elevated buildings.* New construction ~~or~~ and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls and are used solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and are subject to flooding, shall be designed to preclude finished space and shall be designed to automatically equalize flood forces on exterior walls by allowing for the entry and exit of floodwaters.

1. *Designs for elevated buildings.* Designs for complying with this requirement must either be certified by a land surveyor, engineer, or architect authorized by law to certify such information, or meet the following minimum criteria:
 - [a] Provide a minimum of two (2) openings on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - [b] The bottom of all openings shall be no higher than one (1) foot above grade;
 - [c] Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - [d] Fill placed around foundation walls shall be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
2. *Access to enclosed area.* Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standards exterior door) or entry to the living area (stairway or elevator).
3. *Interior portion of enclosed area.* The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a limited storage area. In addition, the interior portion must be void of utilities, except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation as specified in subsections (d) (2) a., b., and d. above.
4. *Construction materials.* All construction materials below the required lowest floor elevation, as specified in subsections (d) (2) a., b., and d. above, shall be of flood resistant materials.

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph g., Temporary Structures; is hereby deleted in its entirety; and all remaining subparagraphs shall be re-alphabetized in correct chronological order.

~~g. — *Temporary structures.* Certain types of temporary structures (e.g. fruit stands, construction site offices, portable toilets, etc.) may be situated temporarily on flood-prone property without having to comply with the elevation or flood-proofing criteria of subsections (d)(2)a. and b. above, respectively, provided that the following criteria are met:~~

~~1. — *Temporary development permit procedure.* All applicants must submit to the flood coordinator, prior to the issuance of a temporary development permit, a written plan for the removal of any temporary structures or development in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:~~

~~[a] — A specified time period that the temporary use will be permitted;~~

~~[b] — The name, address, and phone number of the individual responsible for the removal of temporary structures or development;~~

~~[c] — The time frame for removal of any structures in the event of a flooding event, with a minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification;~~

~~[d] — Unless movable by the owner, a copy of the contract or other suitable instrument with a trucking company to ensure the availability of removal equipment when needed;~~

~~[e] — Designation, accompanied by documentation, of a location outside the floodplain where any temporary structure will be moved; and~~

~~[f] — A plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.~~

~~2. — *Structure mobility.* The structure is mobile, or can be made so, and is capable of being removed from the site with a maximum of four (4) hours warning.~~

~~3. — *Time on property.* The structure will not remain on the property for more than one hundred and eighty (180) days.~~

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District;

Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph g., Accessory Structures; is hereby amended to read as follows:

g. *Accessory structures.* ~~An accessory structure or garage, the cost of which is greater than \$1,000.00 must comply with the elevated structure requirements of subsection (d) (2) a. and b. above. When accessory structures of \$1,000.00 or less are to be placed in the floodplain, the following criteria shall be met: An accessory structure greater in value than ten thousand dollars (\$10,000) or a detached garage larger than a two-car garage (greater than 600 sq. feet), must comply with the construction requirements of subsection (d) (2) a. and b. above. When an accessory structure used for limited storage (valued at less than ten thousand dollars (\$10,000) or a two-car detached garage or smaller (600 square feet or less) are placed in the floodplain, the following criteria shall be met:~~

1. *Not for habitation.* Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);
2. *Flood damage potential.* Accessory structures shall be designed to have low flood damage potential;
3. *Placement.* Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
4. *Anchoring.* Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;
5. *Service facilities.* Service facilities, such as electrical and heating equipment, shall be installed in accordance with subsection (d) (1) f. above; and
6. *Openings.* Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with subsection (d) (2) f. above.

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (f), Standards for Subdivision/Planned Development Community/Large-Scale Development Proposals; Paragraph (1), General; is hereby amended to read as follows:

- (1) *General.* ~~All subdivisions, planned development communities, and large-scale development proposals shall be consistent with the need to minimize or eliminate flood damage. Base flood elevation data provided through hydrologic and hydraulic modeling performed in accordance with FEMA standards showing that there is no rise in the base flood elevation for the community and no risk to human health and welfare shall be provided. All such developments shall be~~

~~designed so as not to create or increase the level of flooding existing at the time of development.—In all areas where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less. Another option to the development in place of modeling is to provide the entire flood area in deeded open space with no construction or development allowed unless a base flood elevation is determined in the future.~~

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (1), General Standards; is hereby amended to read as follows:

- (1) *General standards.* All levees protecting residential structures or nonresidential structures that are not flood-proofed shall be designed, constructed, and maintained to provide protection against the 500-year flood, plus three (3) feet of freeboard. Flood elevations shall be as shown on the latest Flood Insurance Rate Maps as determined by appropriate hydrologic methods. Any levee constructed or improved under this subsection shall also comply with the other applicable provisions of Section ~~26-203~~ 26-202 of this chapter.

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (2), Specific Standards; Subparagraph a., Design and Construction; is hereby amended to read as follows:

- a. *Design and construction.* Design and construction shall be in accordance with ~~latest edition of the~~ U.S. Army Corps of Engineers' Manual EM 1110-2-1913 ~~(31-March-1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the ~~latest edition of the~~ U.S. Army Corps of Engineers' Manual EM 1110-2-1413 ~~(15-Jan-1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the Corps of Engineers.

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (3), Secondary Drainage Channel and Surface Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction, or substantial improvement of residential structures, shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least

two (2) feet above the 100-year flood elevation. Where fill is added to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of structures are permitted within the floodplain if properly “flood-proofed” in compliance with Section ~~26-104 (d)~~ 26-106 (d) of this chapter and all applicable building code requirements.

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (5), Design Criteria for Improvements; Subparagraph d., Levees; Clause 1., USACE Manuals; is hereby amended to read as follows:

1. *USACE Manuals.* Design and construction shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1913 ~~(31 March 1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1413 ~~(15 Jan 1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he/she has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the corps of engineers

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

SECTION XIX. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

Michelle Onley
Clerk of Council

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

Richland County Council Request of Action

Subject

Acceptance of parcel at 2207 Decker Blvd [**PAGES 290-296**]

Notes

June 24, 2014 - The Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject: Acceptance of parcel at 2207 Decker Blvd.

A. Purpose

County Council is requested to approve the acceptance of a parcel (approximately 0.99 acres) at 2207 Decker Blvd., Columbia, SC (R16812-0501) which includes a small stormwater detention pond and a drainage ditch for the purpose of providing improved Best Management Practices (BMP) for stormwater runoff of portions of Decker Blvd., Greenway Dr., Boundbrook Ln., and other adjacent properties.

B. Background / Discussion

An existing recreational pond below Kendall Green Dr. collects sediment and trash from upstream areas (see maps in Appendix). Public Works receives periodic requests to clean out this pond and to address the accumulating sediment and trash. After investigating the cause of the sediment and trash, repairs were made to stormwater piping upstream. A small stormwater detention pond and drainage ditch not owned or under easement to the County was located upstream. The stormwater detention pond was not being properly maintained, and the drainage ditch which accepts stormwater flows from Decker Blvd. was eroding. Sediment and trash from Decker Blvd. and the eroding ditch banks are being deposited downstream in the pond below Kendall Green Dr.

The property containing the stormwater detention pond was purchased by the current owner at a delinquent tax sale in 1992. The owner was not aware until later that the property contained a stormwater detention pond and is not prepared to maintain the stormwater detention pond. He has agreed to deed the stormwater detention pond to the County. The pond currently is not maintained and collects stormwater from a small adjacent property. The drainage ditch described above is also part of the property.

The Stormwater Division recommends that the County accept the parcel and expand the pond to include the ditch and the flows from Decker Blvd. Trash and sediment from Decker and the drainage ditch would be collected in the stormwater detention pond and prevented from entering the pond below Kendall Green Dr., improving water quality and reducing long-term maintenance costs. The stormwater detention pond could be cleaned and maintained with less cost and more effectively than the larger pond below Kendall Green Dr. This would improve overall water quality, efficiency of staff efforts, and reduce costs overtime.

C. Legislative/Chronological History

There is no legislative/chronological history to report.

D. Financial Impact

The acceptance of the property will reduce tax collections by \$17.20 per year; otherwise there will be no direct financial impact as the owner wishes to deed it to us without cost. However, the re-design, construction, permitting, and annual maintenance costs are outlined below:

One-time pond design, construction, and permitting cost estimate: \$50,000 and \$60,000
Annual maintenance cost estimate: \$1,000 and \$2,000

The Stormwater Division already maintains a series of County owned detention ponds and has funds available for this in the stormwater budget. The cost of this activity will be recovered over time with reductions in clean-out requests from the downstream pond and the improved access to the new detention pond.

E. Alternatives

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the request to accept the parcel at 2207 Decker Blvd, Columbia, SC (R16812-0501) which includes a small detention pond and a drainage ditch for the purpose of providing improved Best Management Practices (BMP) for stormwater runoff of portions of Decker Blvd and several adjacent properties. This will provide improved services to the downstream pond owners, ease of access for clean-out and water quality improvements.
2. Do not approve to accept the parcel at 2207 Decker Blvd, Columbia, SC (R16812-0501) which includes a small detention pond and a drainage ditch for the purpose of providing improved Best Management Practices (BMP) for stormwater runoff of portions of Decker Blvd and several adjacent properties. This will not provide improved services to the downstream pond owners, ease of access for clean-out, nor water quality improvements.

F. Recommendation

It is recommended that Council approve the request to accept the parcel at 2207 Decker Blvd, Columbia, SC (R16812-0501) which includes a small detention pond and a drainage ditch for the purpose of providing improved Best Management Practices (BMP) for stormwater runoff of portions of Decker Blvd and several adjacent properties.

Recommended by: Ismail Ozbek Department: Public Works Date: 5/9/14

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/11/14

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/14

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

Administration

Reviewed by: Sparty Hammett

Date: 6/19/14

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Appendix

Richland County Map



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Richland County Map



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Richland County Council Request of Action

Subject

Detention Center- Fire Control-Security Control Maintenance Contract [**PAGES 297-314**]

Notes

June 24, 2014 - The Committee recommended that Council approve the award of the Fire and Security Control Maintenance Contract for the Detention Center to Honeywell in the amount of \$333,535

Richland County Council Request of Action

Subject: Detention Center- Fire Control-Security Control Maintenance Contract

A. Purpose

County Council is requested to approve the Fire and Security Control Maintenance Contract renewal for the Detention Center, in the amount of \$333,535.00. The attached service agreement includes all services and equipment to be covered in maintenance contract.

B. Background / Discussion

This contract will provide the Detention Center with continued maintenance services in accordance with the attached service agreement. This request is for the annual contract renewal based on satisfactory performance.

A Request for Proposal (RFP) for this contract was posted by Procurement. Honeywell was the only vendor that responded to the RFP. This response was posted by Procurement on April 3rd, 2014. The contracted services will provide safety, quality assurance, and cost reductions for life safety and equipment protection for our Fire and Security controls.

Services provided, including materials and equipment, will be in accordance with current Fire Code and Building Code regulations for I3 Institutional facilities, and will remain in compliance with current and revised regulations as they are posted. The contract provider will be certified, and will maintain certification for Fire and Building Code regulations and keep the Detention Center in compliance with all Fire Marshal and South Carolina Department of Corrections Compliance, Standards and Inspections requirements. Contract will provide the following:

Contract Coverage Summary

- **Fire Alarm Maintenance, Test and Inspect Services**
 - Maintain the fire alarm system components and software detailed in scope of work.

- **Security System Inspect Services**
 - Maintain security system hardware and software found in the scope of work.

- **HVAC Automation System Inspect Services**
 - Maintain building automation system hardware and software found in the scope of work. (Note: HVAC equipment relating to peripherals for Fire protection requirements. General HVAC is under a separate contract.)

The attached work agreement includes all service requirements.

C. Legislative / Chronological History

This is a staff-initiated request with no legislative history.

D. Financial Impact

The funding for this project will come from the Detention Center's current allocated budget. The estimated expenditure is \$ 333,535.00 requested in account # 110020000522600 Service Contracts.

E. Alternatives

1. Approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00
2. Do not approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00

F. Recommendation

1. It is recommended that the County Council approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00

Recommended by: Ronaldo D. Myers Department: Detention Center Date: 05/16/2014

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/30/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford Date: 6/3/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/10/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion; however, Legal requests that Council merely approve the funding and award of a contract with Honeywell. The specifics of the contract would then be vetted through Procurement and Legal, as is the usual standard procedure.

Administration

Reviewed by: Warren Harley Date: 6/10/14
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

**Detention Center-Fire Control-Security Control & HVAC Control Service Contract
Scope of Work**

Service Agreement

Scope of work: Provider shall provide the following equipment and services in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

QUALITY ASSURANCE

A. All work shall be performed in strict accordance with the manufacturer's written instructions.

WARRANTY

A. PROVIDER shall guarantee that materials are free from defects and comply with manufacturer's published specifications.

B. PROVIDER shall warranty against faulty workmanship for a period of One (1) year from substantial completion of the project. PROVIDER will replace or repair any product provided under this agreement that fails within the warranty period due to defective workmanship or materials, except to the extent of customer negligence, or from fire, lighting, water damage, or any other cause beyond the control of PROVIDER. This warranty applies to all products equipment or materials provided in this agreement, whether or not they were supplied by PROVIDER. The warranty is effective as of the date of CUSTOMER acceptance.

MATERIALS

- All materials and equipment will be in accordance with current Fire Code and Building Code regulations. Document any revisions to existing approved fire protection or Security Controls for Detention Center and submit for approvals by State Fire Marshal's office.

Contract Coverage Overview

X	SECTION 1 Fire Alarm Maintenance, Test and Inspect Services
X	SECTION 2- Security System Inspect Services
X	SECTION 3- HVAC Automation System Inspect Services

SECTION 1 -Fire Alarm Maintenance Services

1.1 Scope- Provider will maintain the fire alarm system components and software listed below:

Fire Equipment Locations

Ph 1-2 Housing	Alpha	Bravo	Charlie	Delta	Echo	Foxtrot	Yankee	X-Ray	SHU
Ph 3 Housing	Golf	Hotel	India	Juliet					
Ph 1-3 Other	Juvenile	Kitchen	Intake	Docks	32 Hallway	Admin	Court Area	Training	Weight Rm
Ph 1-3 Other	Medical	Discharge	Lobby	Locker Rms	Maintenance	Central Ctl	Elec. Rms	Mech. rms	Corridors
Ph 4 Housing	Tango								
Ph 5 Housing	Mike	Papa	Uniform	Kilo	Lima	Mech. rms	Corridors	Mech. rms	
Ph 5 Other	Boiler Rm								

List of Covered Equipment: Overview and details

ID BY PANEL LAYOUT
CENTRAL-ADMIN COURT AREAS,
JUVENILE
PH 1 HOUSING
PH 2 HOUSING
PH 3 HOUSING
PH 4 HOUSING
PH 5 HOUSING

Quantity	Description	Model Number	Location
1	Honeywell		Phase 1-3
1	ADT Fire Panel	2000	Phase 4
1	Simplex Grinnell	4100U	Phase 5

PH 1-3 FIRE CONTROL EQUIPMENT LISTING		
QUANTITY	MODEL NUMBER	DESCRIPTION
		GRAPHIC ANNUNCIATOR
1	XLS	Graphic Enunciator
		CENTRAL CONTROL (FIELD)
2	XLS-ABS-2D	Enunciator surface (or semi-flush) mount INA, ACS or SCS backbox, black
2	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
21	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
102	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
5	TC809A105 9	Intelligent Monitor Module, DLIP and Flash Scan Protocol
9	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
36	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
		CENTRAL CONTROL (PANEL)
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).

2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions (previously BM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1 .
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis .- Central processing
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row. -
1	KDM-R2	Keyboard Display Module; For XLS140-CPU2 80-character display and QWERTY programming keypad included. - Keyboard Di
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
DUCT DETECTORS (PARTS)		
40	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
40	DNR	InnovairFlex intelligent duct detector, non-relay, does not include head. - InnovairFlex intelligent duct detector, non-relay,
40	DST10	InnovairFlex sampling tube, steel, 10' with holes - InnovairFlex sampling tube, steel, 10' with holes
40	TC806DNR	Intelligent photoelectric smoke detector with remote test capability in duct applications. Used with DNR, DNRW – Intelligent
DUCT DETECTOR (FIELD)		
36	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
72	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
3	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
23	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
DUCT DETECTOR (PANEL)		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet,
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions

		(previously BM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Backbox, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row. -
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
JUVENILE (FIELD)		
5	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
39	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
3	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
12	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
15	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
JUVENILE (PANEL)		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140.
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions (previously BM-1)
1	BP-4	Battery Dress plate. XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis. - Central processing
1	DP-DISP2	Dress Plate used when XLS140-CPU2
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.

PHASE 2 (FIELD)		
12	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
121	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
18	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
PHASE 2 (PANEL)		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row.
1	NCA/640-2-KIT	Mounting Kit for XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
PHASE 3 (FIELD)		
1	BB-XP	Cabinet for two XP boards, surface mount
2	XP6-R	XP6 Transponder Relay Module, 6 circuits Class A or B
10	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
76	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
4	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
18	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
PHASE 3 (PANEL)		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).

2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1)
1	BP-4	Battery Dress plate.bottom row of an XSL140 System
2	DP-18	Blank Plate, same as DP-1
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate XLS140-CPU2 is mounted on top row. - Dress Plate used when XLS140-CPU.
1	NCA/640-2-KIT	Mounting Kit for XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
Smoke Detector Bases		
41	B210LPBP	Bulk pack (10 per package) of B210LP

EBI Work Station		
4	14507678-001	Surge Protector
1	14506680-002	Multi Ch Gateway /XBS (ONLY) Base Assembly
1	14507540-008	UL/ULC EPSON FX890 NC Printer, PARA/USB
1	NCM-F	Network Control Module –Fiber, (1) NCM per network node(XLS140-CPU or XLS-NCA)
1	14507770-001	CISCO 2955 12TX PT SWITCH-
1	50017287-003	""19"" UL FIRE MONITOR
1	W7063B2011/U	UL-ULC DELL OPT780PC WORKSTATION
1	Q7055C1034/U	PANEL-MOUNT VERSION OF FNA (FIRE NETWORK ADAPTER)

Ph 4 Fire Control Equipment listing

QUANTITY	MODEL NUMBER	DESCRIPTION	
5	ADT 2000	Manual pull stations.	
22	ADT 2000	Photo Detectors.	
2	ADT 2000	Valve , Tamper, Sprinkler	
1	ADT 2000	Switch, Waterflow	

Ph 5 Fire Control Equipment listing

QUANTITY	MODEL NUMBER	DESCRIPTION	
		INITIATING DEVICES	
1	4603-9101	LCD ANNUNCIATOR	
18	4099-9001	STATION, SA,ADDRESS,IDNET	
177	4098-9714	SSD PHOTO SENSOR	

263	4098-9792	SSD SENSOR BASE	
86	4098-9733	SSD HEAT SENSOR	
28	4098-9614	SSD HEAT DET 200 FX	
28	4098-9788	SSD 2-WIRE DET REM LED BASE	
37	4090-9001	IAM SUPERVISED IDNET	
8	4098-9756	DUCT SENSOR HOUSING 4-WIRE	
8	2098-9797	SAMPLING TUBE 49"	
8	4081-9008	EOL, 10K, 1/2W	
8	2098-9806	REMOTE TEST STA RED LED KEY SW	
6	2088-9608	DOOR HOLDER, SEMI-FLUSH	
3	4090-9002	IAM RELAY, IDNET	
2	2081-9275	12VDC BATTERY 18AH	
2	2975-9426	3 BAY BB/DOOR/DRESS PNL BEIGE	
		MAIN PANEL	
1	4100-9111	4100U PRECONFIG. DOMESTIC 120V	
2	4100-0634	POWER DISTRIBUTION MODULE 120V	
1	4100-0636	BOX TO BOX HARNESS KIT	
40	4100-1279	2" BLANK DISPLAY MODULE	
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT	
5	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	
1	4100-3104	IDNET MODULE UP TO 127 POINTS	
1	4100-5111	X SOS PWR, IDNET, 3 NACS, 120V	
2	4100-5128	BATTERY DIST TERM MODULE	
1	4100-6052	EVENT REPORTING DACT	
2	4100-2153	INDICATOR ONLY 3 BAY GLASS	
1	4100-7905	FACTORY BUILT-MAIN CONFIGURED	
		SIGNALS	
4	PS-12/24-8	PS 8A w/WHEELLOCK 2-WIRE SYNC M	
31	AS-24MCW-FR	HORN STROBE SELECT CAND, 24 VDC	
4	WPBB-R	WP BACKBOX FOR ASWP	
33	AS-24100C-FR	24 VDC, 100 CANDELA, RED	
39	RSS-24MCW-FR	MULT CD STR, 24 VDC, WM, RED	
8	2081-9274	BATTERY 10AH	

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	HMIWebGraphi	Honeywell 2013	EBI Web Graphics	Phase 1-3
			EBI License upgrade	

1.2 Preventative Maintenance- Each preventative maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the

special tools and instrumentation required to maintain the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

1.2 Testing- PROVIDER will perform one (1) test per year per initiating device and required peripherals, and, at CUSTOMER'S request, furnish a written report certifying that such have been completed. PROVIDER will test the fire alarm system: in accordance with the schedule and tasks outlined in NFPA 72 (Current version), (National Fire Alarm Code) in the United States and in accordance with ULC Standards For The Inspection And Testing Of Fire Alarm Systems, using the date of the contract execution or renewal as the starting date for determining when each test must be conducted except as described below:

-CUSTOMER will perform required testing of water flow devices, fire pump monitoring and valve tamper/ supervisory devices.

- CUSTOMER will perform required visual inspections of smoke detectors; Provider will conduct only required functionality and sensitivity testing.

CUSTOMER will perform required testing of visual and audible notification appliances.

1.4 Hardware Support – Provider will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

PROVIDER will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required maintaining CUSTOMER'S system. At PROVIDER'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly. On systems that require compliance with Underwriter Laboratory (UL) standards, only Underwriters laboratory-approved products will be used for component replacement.

1.5 Software Support- PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. PROVIDER shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, PROVIDER will provide documentation to operate all PROVIDER’S licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.6 Emergency Service- Should an emergency arise, PROVIDER personnel will assess the situation either by phone or remote diagnostics, or both, and will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires PROVIDER to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement.

X	Continuous Emergency Service: 24 hours per day, seven days per week, federal holidays included
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1.7 Performance Review – A review of the Services provided within this Agreement will be performed by PROVIDER on an annual basis at CUSTOMER’S request. PROVIDER and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

SECTION 2 -Security System Inspect Services

2.1 Scope – PROVIDER will maintain security system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment: Overview and details

Security Equipment Phases 1-5
1. Netgear Ethernet Switch 10 Ea.
2. Blackbox Fiber to Ethernet Converter 10 Ea.
3. Bridgeway 1Ea.
4. Comtrol Serial to Enet Converter 1 Ea.
5. Visimate Matrix Video Bridge 2 Ea.
6. 19” Pelco Video Monitors 15 Ea.
7. Allen Bradley PLC 4Ea.
8. OV16 Output Allen Bradley 14 Ea.
9. BV8VX Output Allen Bradley 39 Ea.
10. OB16 Input Allen Bradley 37 Ea.

11. 16 BVOX Input Expansion Allen Bradley 82 Ea.
12. 16BVO Input Allen Bradley 75 Ea.
13. B16X Out Expansion Allen Bradley 40 Ea.
14. OV16X Out Expansion Allen Bradley 37 Ea.
15. OB16P Allen Bradley 3 Ea.
16. 8BV8B Allen Bradley 1 Ea.
17. 8BVBVX Allen Bradley 24 Ea.
18. Intergral {Pelco} 16 Input DVR 10 Ea.
19. Dukane Paging Relay Cards 9 Ea.
20. Dukane Intercom Relay Card 30 Ea.
21. Dukane Talk Back Amp 22 Ea.
22. Dukane Paging Amp 9 Ea.
23. Omron Relay blocks 416 Ea.
24. Bosch Video Switch LTC 8800 2 Ea.
25. Pelco VCR 7 Ea.
26. Bosch Video Keyboard LTC 8555 3 Ea.
27. 24 VDC Power Supply 30 Ea.
28. Pelco 24Vac Camera Power Supply 12 Ea.
29. Auto Patch Rack #01988301001Epic120301 1 Ea.
30. Bosch Video Patch Panel 7 Ea.
31. Utility Control Relays 192 Ea.
32. Watchdog Control Allen Bradley 3 Ea.
33. Control Serial Gateway 4 Ea.
34. Commander To Commander Audio Boards 5 Ea.
35. Informer Audio Boards 7 Ea.
36. Bosch LTC 8568 Signal Distribution Unit 2 Ea.
37. Dell Computer Server 1 Ea.
38. Pelco Fixed Camera 136 Ea.
39. Pleco PTZ Camera 20 Ea.
40. Perimeter Personal Duress 110 Ea.
41. Door Position Switch 75 Ea.
42. Intercom Station 593 Ea.
43. Guard Tour Buttons 146 Ea.
44. Folger Adams Lock with DPS {Pneumatic} 153 Ea.
45. Folger Adams Sliding Door {Pneumatic} 37 Ea.
46. Airteq Door Locks with DPS {Pneumatic} 417 Ea.
47. Airteq Sliding Door {Pneumatic} 8 Ea.
48. Airteq Door Lock 24 VDC 7 Ea.
49. Locknetics Door Magnet Holder 4 Ea.
50. Video Visitation Booth 101 Ea.
51. Muxlab Video/Audio Balin 202 Ea.
52. Dell Computer Station with Mic, Push to talk button and Prox Reader 25 Ea.
53. NEC Touch Screen Monitor with Sound Bar 25 Ea.
54. Paging Speakers 250 Ea.
55. Emergency Buttons {Panic} 25 Ea.
56. Device net Module 4 Ea.
57. IFS Video Receiver 4 Channel Coax to Fiber 6 Ea.
58. IFS Video Transmitter 4 Channel Coax to Fiber 6 Ea.

2.2 Preventive Maintenance- Unless noted by exception, maintenance intervals will be determined by equipment, application, location and PROVIDER'S computer data bank of maintenance experience and manufacturer's specifications, according to PROVIDER'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

PROVIDER will review current data and applications and will verify correct operation of connected security equipment.

2.3 Testing- PROVIDER will perform one (1) tests per year per initiating device and, at CUSTOMER'S request, furnish a written report certifying that such have been completed.

2.4 Hardware Support – PROVIDER will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

PROVIDER will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At PROVIDER'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly.

2.5 Software Support- PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. PROVIDER shall not be responsible to provide any improvements,

functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, PROVIDER will provide documentation to operate all PROVIDER’S licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

SECTION 3 HVAC Automation Maintenance Services

3.1 Scope – PROVIDER will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

Phase 1 and 2 HVAC Controls

Quantity	Description	Model Number	Location
61	Wall Module Analog Inputs	T7770	ASGDC
31	HW Controllers	XL100	ASGDC
51	Duct Sensors	C7041	ASGDC
32	Analog Inputs	C7041J	ASGDC
2	Building Network Adapters	Q7055	ASGDC
8	Fiber Optic Multi Mode Transmission	XL5000-1400	ASGDC
61	VAV Controllers	W775	ASGDC
2	CRT Screens for EBI System	14507608	ASGDC
1	Computer for EBI Server	W7064	ASGDC
1	UL8 Port Hub	14507719	ASGDC
1	Computer EBI Work Station	W7063	ASGDC

Phase 3 and 5 HVAC Controls

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
Current Version Work Pkg	1	Trane	4020-1111	Summit	ASGDC

Description	Quantity Per Term
Summit Inspection	1
MP501 Midseason Inspection	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
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Zone Sensor- Tracer ZN521	1	Trane	4950-0470	E05C05069	Phase 3
Zone Sensor- Tracer ZN522	1	Trane	4950-0470	E05C05070	Phase 3
Zone Sensor- Tracer ZN523	1	Trane	4950-0470	E05C05071	Phase 3
Zone Sensor- Tracer ZN524	1	Trane	4950-0470	E05C05072	Phase 3
Zone Sensor- Tracer ZN525	1	Trane	4950-0470	E05C05073	Phase 3
Zone Sensor- Tracer ZN526	1	Trane	4950-0470	E05C05074	Phase 3
Zone Sensor- Tracer ZN527	1	Trane	4950-0470	E05C05075	Phase 3
Zone Sensor- Tracer ZN528	1	Trane	4950-0470	E05C05076	Phase 3
Zone Sensor- Tracer ZN529	1	Trane	4950-0470	E05C05077	Phase 3
Zone Sensor- Tracer ZN530	1	Trane	4950-0470	E05C05078	Phase 3
Zone Sensor- Tracer ZN531	1	Trane	4950-0470	E05C05079	Phase 3
Zone Sensor- Tracer ZN532	1	Trane	4950-0470	E05C05080	Phase 3

Description

Inspections

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
MP581 Tracer Summit E05B08527	1	Trane	MBTM000AA0A0	E05B08527	Phase 3
MP581 Tracer Summit E04G05300	1	Trane	MBTM000AA0A1	E04G05300	Phase 5
MP581Tracer Summit E04G05301	1	Trane	MBTM000AA0A1	E04G05301	Phase 5

Description

Annual Inspection

MP503 Operating Inspection

Quantity Per Term

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
Tracer Summit BCU E04G05554	1	Trane	BMTW000AA0A0 2005A87010	E04G05554	BCU-1

Description

Annual Inspection

Operating Inspection

Quantity Per Term

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
MP580 Factory Installed on AH-2	1	Trane	MCCU MCCB A 08	N/A	MP580 ON AH 2

MP580 Factory Installed on AH-1	1	Trane	MCCU MCCB A 08	N/A	MP580 ON AH 1
MP580 Factory Installed on AH-6	1	Trane	MCCU MCCB A 10	N/A	MP580 ON AH 6
MP580 Factory Installed on AH-4	1	Trane	MCCU MCCB A 17	N/A	MP580 ON AH 4
MP580 Factory Installed on AH-3	1	Trane	MCCU MCCB A 17	N/A	MP580 ON AH 3

Description

MP503 Operating Inspection

Quantity Per Term

2

List of Covered Software:

Drawing Number(s) and date(s) if applicable				
Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R310	EBI Software	ASGDC

3.2 Coverage – Unless noted by exception, maintenance intervals will be determined by equipment, application, location and PROVIDER’S computer data bank of maintenance experience and manufacturer’s specifications, according to PROVIDER’S best judgment.

After each service call is completed, detail from the service report will be provided to CUSTOMER.

PROVIDER will review current data and applications and will verify correct operation of connected HVAC equipment.

3.3 Hardware Support – PROVIDER will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

PROVIDER will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At PROVIDER’S sole discretion, marginal components may also be

repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly.

3.4 Software Support - PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

ADDITIONAL INFORMATION

A. Richland County IT Department will provide the following supporting services as indicated:

a. Network connections IT Server, communications as required.

B. Richland County Facility Maintenance will provide the following supporting services as indicated:

a. Electrical circuit(s) with power of 110 Volts, 1 phase, and 20 Amps continuous operating current.

b. Toilet facilities in the building provided for contractors.

c. Storage space in the building, securable against illegal or unauthorized entry, for product, equipment and machinery

d. Access to workspaces on weekends for continuity of product installation if applicable.

e. Detention Center will provide storage and removal of all surplus equipment removed from service.

f. Detention Center will provide (UPS) Uninterruptible Power Supply) and surge protection equipment as required.

Richland County Council Request of Action

Subject

Extension of EMS Billing Contract [**PAGES 315-342**]

Notes

June 24, 2014 - The Committee recommended that Council approve the extension of the EMS billing contract to EMSMC through June 30, 2015.

Richland County Council Request of Action

Subject: Extension of EMS Billing Contract

A. Purpose

County Council is requested to extend the EMS Management & Consultants, Inc. (EMSMC) Emergency Medical Services (EMS) billing contract for one year.

B. Background / Discussion

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry, along with the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ends on June 30, 2014. For their services, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. The contract with EMSMC is attached.

Staff is in the process of developing an RFP for EMS's billing services to identify vendors that will provide a lower commission percentage on the net collections they receive from citizens served by EMS. To comply with the County's procurement, it will take at least six months to complete the RFP process. In the event an issue arises that may prolong the RFP process, Staff is requesting approval of the extension of the current contract with EMSMC for one year to prevent any lapses in billing services until the bid process is completed and a vendor is selected. The current proposal from EMSMC is attached.

C. Legislative / Chronological History

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

D. Financial Impact

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for FY 2014-2015. The proposed amendment (extension) is attached.

E. Alternatives

1. Approve the request to extend the contract with EMSMC for the duration of FY 2014-2015. Should County Council approve the contract with the finalist of the RFP for EMS billing, the contract would be effective July 1, 2015.
2. Do not approve the extension the contract with EMSMC for the duration of FY 2014-2015.

F. Recommendation

It is recommended County Council extend the EMSMC contract for one year.

Recommended by: Daniel Driggers Department: Finance Date: 6/17/2014

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: 6/18/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford Date: 6/19/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/19/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion. If Council chooses to go forward with the Amendment, I would recommend that the following language be removed as this is only to be a 1 year extension:

The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term.

Administration

Reviewed by: Warren Harley Date: 6/20/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
) **AGREEMENT FOR EMS BILLING SERVICES**
COUNTY OF RICHLAND)

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1 day of JULY, 2009 between LOWCOUNTRY BILLING SERVICES, INC. (hereinafter "Lowcountry") and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter the "County").

WITNESSETH:

WHEREAS, Lowcountry is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, and

WHEREAS, the County is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Lowcountry is the current ambulance billing services provider to the County; and

WHEREAS, the County has contracted for future ambulance billing services with EMS Management Consultants, with such contract term to begin July 1, 2009; and

WHEREAS, the County wishes to retain Lowcountry for a specific period of time to provide medical billing and collection services for service dates prior to July 1, 2009 and Lowcountry wishes to provide such services to the County, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **ENGAGEMENT.** During the term of this Agreement, Lowcountry shall provide billing, bill processing and fee collection services for dates of service prior to July 1, 2009. These services shall include: (1) preparing and submitting claims and bills for the County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients; (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during Lowcountry's normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue.

At no time will Lowcountry provide billing or collection services on any account with a service date of July 1, 2009 or after, nor on any account already being billed by EMS Management Consultants.

Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Lowcountry will have no authority to pledge credit

attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities, or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with incident reports for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

6. PRIVACY.

Confidentiality. All data and information furnished to Lowcountry by Client shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County, or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

7. GENERAL.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government
Office of Procurement
Attn: Director
2020 Hampton Street
Suite 3064
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

LOWCOUNTRY BILLING:

RICHLAND COUNTY:

Lowcountry Billing Services, Inc.

Richland County, SC

By: [Signature]
Title: Director of Marketing
Date: 7/1/2009

By: [Signature]
Title: County Administrator
Date: 7-7-09

Witnesses

[Signature]

Witnesses

[Signature]
[Signature]

Attachment – Addendum to Contract with Lowcountry
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STATE OF SOUTH CAROLINA)
) Third Addendum to Agreement for EMS Billing Services
 COUNTY OF RICHLAND) (Amendment & Extension)

THIS ADDENDUM entered into this 15th day of February, 2013, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and LOWCOUNTRY BILLING SERVICES, INC. (hereinafter referred to as "Lowcountry").

WHEREAS, the parties entered into an Agreement for EMS Billing Services (hereinafter the "Agreement"), dated July 1, 2009, an Addendum to Agreement for EMS Billing Services (Extension), dated June 28, 2010, and a Second Addendum to Agreement for EMS Billing Services (Extension), dated June 30, 2011; and

WHEREAS, the parties now wish amend and to extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically on June 30, 2019.
2. The parties mutually agree to amend the first paragraph of page 2 to: Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all non-proprietary records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to non-proprietary account and billing information through the Lowcountry website.
3. The parties mutually agree to amend paragraph 5 by adding the following at the end of said paragraph 5: All proprietary information shall remain property of Lowcountry Billing Services, Inc.
4. In all other respects, the Agreement shall remain in full force and effect.
5. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
6. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Robert L. Meyer
[Signature]

BY: Tom McDonald
ITS: County Administrator

Richland County Attorney's Office
Elizabeth A. McC
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

[Signature]
Sara Mills
Expires 1-14-2018

LOWCOUNTRY BILLING SERVICES, INC.

BY: Willie Watson
ITS: Director of Operations

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July, 2009 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMSMC") and Richland County, SC (hereinafter "Client").

WITNESSETH:

WHEREAS, EMSMC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMSMC to provide medical billing and collection services and EMSMC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMSMC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients (as EMSMC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during EMSMC normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue. Specific billing policies will be outlined in the Policies and Procedural Manual.

Coordination of handling accounts initiated prior to July 1, 2009 will be resolved prior to July 1, 2009. The Client intends to collect on these accounts provided a customer will not be billed by two entities; i.e. EMS Management Consultants and Lowcountry Billing. Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMSMC to the patient. EMSMC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay.

Once Client has submitted all necessary information, EMSMC will bill all uninsured patients directly.

EMSMC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include monthly, year-to-date and service inception-to-date billing and collection summary, check register report and deposit tickets. EMSMC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours. EMSMC will provide secure online web access to account and billing information through the EMSMC website: www.emsbilling.us.

EMSMC shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. EMSMC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMSMC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. EMSMC shall provide Client with written guidelines and/or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of South Carolina providing services to Medicare, Medicaid and other government funded program patients. (The initial written guidelines / Policy and Procedural Manual is required 60-days prior to 7-1-09.) Under no circumstances will EMSMC offer advice on any tax related or legal matters.

EMSMC shall notify Client at esd@rcgov.us of all patient complaints about clinical services within 24 hours of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMSMC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of payor denials or downcodings for services billed by EMSMC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMSMC's receipt of same.

EMSMC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMSMC will have

no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMSMC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. EMSMC is to ensure the mitigation of payments currently being sent directly to patients from insurance companies. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access. Client requires the authority to review and approve reconciliation procedures for all transactions affecting bank account 60-days prior to service start.

2. COMPENSATION OF EMSMC.

- (a) Client shall pay a fee for the services of EMSMC hereunder, on a monthly basis, in an amount equal to 6.9% for the term of the Contract of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMSMC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMSMC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, Client will not accept payments.

EMSMC shall submit an invoice and supporting documentation to Client by the 10th day of each month for the Compensation due to EMSMC for the previous calendar month. The Compensation amount reflected on the invoice shall have terms of net 30 days in which the invoice is first presented to Client. Payment request shall include a summary of all collections for the previous calendar month by type and be reconciled to deposit amounts reflected in the Client's bank account. Any adjustments must be pre-approved by the Client and billed on a separate invoice. All undisputed invoice amounts will be paid directly from the Client to EMSMC via paper check.

EMSMC will provide the County with a weekly packet that will contain checks received by EMSMC and a full reconciliation report for such payments. This practice will be followed until which time Client establishes a separate bank account for counter deposits.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid after 60 days from date in which such invoice is first received by Client. No late fee shall be charged on any formal disputed invoice until such dispute is resolved by both parties. Interest shall begin to accrue on all unpaid undisputed balances starting sixty (60) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMSMC or others in attempting to collect amounts due from client, including reasonable attorney fees.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide EMSMC with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMSMC.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMSMC within ten (10) business days, payments received directly by client; and promptly notify EMSMC of any cases requiring special handling or billing. Client will implement any reasonable changes that EMSMC and Client determine to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMSMC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMSMC is not the agent of Client for storage of source documentation.

- (c) In addition the Client is to provide EMSMC with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (d) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

4. **TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for four successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:
 - (1) Failure of Client to make timely payments due under this Agreement;
 - (2) Any willful damage to property, business, reputation, or good will of the other party hereto;

- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties; EMSMC will use due diligence to identify any changes the client should make to be compliant at all levels.
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMSMC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMSMC with copies of checks and payments

on those accounts which were filed by EMSMC under this agreement. EMSMC shall have no further responsibilities as to such accounts after the Wind Down; however EMSMC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMSMC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an undisputed outstanding balance owed to EMSMC which is more than 45 days in arrears at the time of termination, EMSMC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMSMC as Client's exclusive provider for all dates of service during the term hereof, except that Client may contract with Lowcountry Billing Services, Inc. to provide continued billing services for all ambulance runs made prior to the effective date of this contract. The Client may not directly file, submit or invoice for any Services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMSMC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMSMC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information. EMSMC will return claims to Client only after all efforts have been exhausted to obtain the missing information.

- (e) The Client and EMSMC shall work jointly to develop, implement, and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMSMC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMSMC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.
- (g) The EMS billing provider on an annual basis will have a Type II audit report based on Auditing Standards No. 70 (Service Organizations) completed and will provide a copy of this report to Richland County. This report is needed so that Richland County's independent auditors can obtain needed information on the EMS billing provider's controls and the effectiveness of such controls as they plan the annual audit for Richland County. This report will contain at a minimum the following information:
 1. Independent auditor's opinion on the EMS billing provider's controls
 2. Description of the EMS billing provider's controls
 3. Description of the independent auditor's test of the operating effectiveness of controls and the results of those tests (testing period is a minimum period of six months).

7. RESTRICTIVE COVENANT.

Both parties agree that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMSMC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMSMC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMSMC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMSMC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMSMC for the sole use of the parties and EMSMC under the terms of this Agreement. EMSMC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

9. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMSMC and Client. EMSMC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

Richland County Government
Office of Procurement
Attn: Director
2020 Hampton Street
Suite 3064
Columbia, SC 29204

EMSMC:
EMS Management & Consultants, Inc.
4731 Commercial Park Ct., Ste. B.
Clemmons, NC 27006

With Copy to:

Karen M. Wilson
Robinson & Lawing, LLP
101 N Cherry Street, Suite 720
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not

operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: President

Title: County Administrator

Date: 4/20/09

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Cooney

Witnesses

[Signature]
Heather Brown

412943.2

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Business Associate Agreement

This Agreement between Richland County EMS ("CLIENT"), and EMS Management & Consultants, Inc. ("BILLING COMPANY") is executed for the purpose of ensuring that BILLING COMPANY carries out its obligations to CLIENT in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA").

This Agreement encompasses BILLING COMPANY'S assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to CLIENT by BILLING COMPANY, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

BILLING COMPANY agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Work to mitigate, to the extent practicable, any harmful effect that is known to BILLING COMPANY of a use or disclosure of PHI by the BILLING COMPANY in violation of this Agreement.
4. Report to CLIENT any use or disclosure of PHI not provided for by this Agreement of which BILLING COMPANY becomes aware;
5. Require that any agents or subcontractors to whom BILLING COMPANY provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to BILLING COMPANY with respect to such PHI;
6. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by Client to the individual;
7. Incorporate any amendments to PHI when notified to do so by CLIENT;
8. Provide an accounting of all uses or disclosures of PHI made by BILLING COMPANY as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human

Services for purposes of determining BILLING COMPANY'S and CLIENT'S compliance with HIPAA;

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by BILLING COMPANY on behalf of CLIENT, and if return or destruction is not feasible, the protections of this agreement will continue to extend to such PHI.

The specific uses and disclosures of PHI that may be made by BILLING COMPANY on behalf of CLIENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
4. The uses required for the proper management of the BILLING COMPANY as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

BILLING COMPANY agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. BILLING COMPANY agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of CLIENT.
2. BILLING COMPANY will require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of CLIENT agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
3. BILLING COMPANY agrees to alert CLIENT of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to CLIENT of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by CLIENT, in its sole discretion, if CLIENT determines that BILLING COMPANY has violated a material term or provision of this Agreement pertaining to CLIENT'S obligations under the HIPAA privacy or security rules, or if BILLING COMPANY engages in conduct which would, if committed by CLIENT, would result in a material violation of the HIPAA privacy or security rules by CLIENT.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

EMS Management & Consultants, Inc.

By: [Signature]

Title: President

Date: 4/20/09

CLIENT:

Richland County, SC

By: [Signature]

Title: County Administrator

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Corey

Witnesses

[Signature]
Heather Brown

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

Amendment

THIS FIRST AMENDMENT TO AGREEMENT entered into the 15th day of May 2014, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WEREAS, the parties entered into an Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for Richland County.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of the Agreement

This amendment will extend the term of the original agreement dated July 1, 2009 for an additional one (1) year term through June 30, 2015.

4. Term of the Agreement

(a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2015. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under their several seals the day and year first written above.

EMS MANAGEMENT & CONSULTANTS, INC.

RICHLAND COUNTY

Jeff Loney, CEO

Richland County Council Request of Action

Subject

Bond Issuance - Capital Project List:

- a. An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2014B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto **[FIRST READING] [PAGES 343-370]**

Notes

June 24, 2014 - The Committee recommended that Council approve the capital project list as recommended by Staff, along with additional funding of the Columbia Area Mental Health facility up to \$50,000. The \$50,000 would be provided as match money only if the State agrees to fund the rest of the project, which would complete the facility.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Bond Issuance – Capital Project List

A. Purpose

County Council is requested to approve the attached capital project list in conjunction with the bond ordinance for approximately \$25,000,000 as presented at the planning retreat to Council members by the County Administrator.

B. Background / Discussion

During the Council retreat in January 2014, the County Administrator provided Council with information about his capital needs assessment for County facilities. The recommendation included a planned bond issue for \$25,000,000 in the Fall of 2014.

During the discussion it was mentioned that the current bond market has shown very favorable rates, but can be volatile. Estimates are that if the County issues the same \$25,000,000 now to take advantage of these low rates the County could save the taxpayer more than \$3,000,000 on the total cost over the life of this loan. Council expressed an interest in pursuing the favorable interest rates and requested that the bond ordinance be included in the Council agenda after the budget process.

The County Administrator presented the above funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing the department's request as provided through the Capital Improvement Plan (CIP). The Administrator's recommended capital project list is attached for discussion.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact based on the approval of the capital project list. The financial impact of the bond issue cannot be determined until the bonds are issued; however, the preliminary analysis suggests the bond repayment could be absorbed within the current County debt service millage rate.

E. Alternatives

1. Approve the capital project list as recommended.
2. Approve an amended capital project list.
3. Defer the approval of the capital project list until a later time.
4. Do not approve a capital project list or associated bond ordinance at this time and not move forward.

F. Recommendation

It is recommended that Council approve Alternative 1 with a bond ordinance.

Recommended by: County Administration Department: County Administration Date: 6/3/14

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: 6/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/19/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 6/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as outlined in the attached list. The following points should be considered:

1. Of the \$25 million available to bond, we are recommending that only \$21.5 million be bonded at this time.
2. If the lesser amount is selected for moving forward, the debt will be structured to keep the debt service flat so that there will be no change in the millage.
3. The Council may elect to proceed with the full \$25 million issue, in which case a list of unfunded requests is included from which the Council may select additional projects.
4. In order to meet the Council’s directive with respect to the funding of the recreation projects, which included Hospitality Tax funds and others sources of funds that may be needed to make up the balance, a total of \$5 million has been earmarked in the proposed capital bond for this purpose.

Attachment - Capital Project List

Target Debt available \$25.0m

A. Capital Projects – Considered Current Commitments

Sheriff Vehicle Replacement	\$2.0m	
Sheriff Equipment	\$700k	
Public Safety Facility	\$1.6m	
EMS Vehicle Replacement	\$2.0m	
Facility Program (flooring)	\$700k	
Restore from current year redirect (EOC \$3m, Detention Center \$4m)	\$ 7.0m	
Commitment to Destination Parks (FY15 Budget)	<u>\$ 5.0m</u>	
Current Commitment sub-total		\$ 19.0m

B. Administrator's Recommended

Increase of Sheriff Vehicle Replacement	\$500k	
Increase of Facility Program (flooring)	\$300k	
Addition of F&G roof replacement plan	\$600k	
Township Parking Lot	\$250k	
Addition of F&G HVAC replacement plan	\$400k	
Addition of Technology replacement plan	<u>\$400k</u>	
Administrator's Recommendation sub-total		<u>\$2.5m</u>
Unissued amount		\$3.5m

Capital Projects – Additional Request for Future consideration

Voter Registration/Election Commission	amount undetermined
Treasurer Department – satellite office	amount undetermined
CASA/Fostering Futures \$700k annual operating costs	\$2m
Sheriff Department – Airport Hanger/Complex	amount undetermined
Sheriff Facility (\$66M requested in 2016)	\$9m
Sheriff Airplane Replacement	\$1m
Emergency Services New HQ	\$2m
EMS – Downtown Station	\$5m
F&G – Facility Renovations	\$3m
Fire – 7 new stations requested	<u>\$22m</u>

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$35,000,000 GENERAL OBLIGATION BONDS, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2013, for purposes of computation of the County's constitutional debt limit, is \$1,524,590,417. Eight percent of such sum is \$121,967,233. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$51,710,000. Thus, the County may incur not exceeding \$70,257,233 of additional general obligation debt within its applicable debt limitation.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$35,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to constructing, renovating and repairing County facilities and funding the purchase of fiscal year 2014-2015 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

(g) Pursuant to Ordinance No. 067-12HR enacted by County Council on November 13, 2012, the County adopted Written Procedures related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$35,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$35,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2014B, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(f) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

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

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall

issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

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

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed

thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

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

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

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

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);

- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

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

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

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

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

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

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

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

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

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

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

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

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

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the

capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel and Southwest Securities Inc., as financial advisor in connection with the issuance of the Bonds. Co-disclosure counsel for the Bonds will be designated by the County Attorney. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page to Follow]

Enacted this ____ day of July, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2014:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: July 1, 2014
Date of Second Reading: July 15, 2014
Date of Public Hearing: July 15, 2014
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2014B

No. R-

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

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution

and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2014.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program (“STAMP”) or similar
program.

NOTICE: The signature to this
agreement must correspond with
the name of the registered holder as
it appears upon the face of the
within Bond in every particular,
without alteration or enlargement or any
change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2014, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$_____ GENERAL OBLIGATION BONDS, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2014B (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to constructing, renovating and repairing County facilities and funding the purchase of fiscal year 2014-2015 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

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

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2014B
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2014, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2014B, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014B, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2014; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014B, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful

bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2014, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with Tony McDonald, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054 or Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA
s/ _____
Chair, County Council

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Richland County, South Carolina (the “County”) in connection with the issuance of \$ _____ General Obligation Bonds, Series 2014B, Richland County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Bonds” shall mean the \$ _____ General Obligation Bonds, Series 2014B, Richland County, South Carolina, dated _____, 2014.

“Participating Underwriter” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Depository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Depository” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2015, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

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

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2014

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Richland County, South Carolina
Name of Issue: \$_____ General Obligation Bonds, Series 2014B
Richland County, South Carolina
Date of Issuance: _____, 2014

NOTICE IS HEREBY GIVEN that Richland County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, July 15, 2014, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$35,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to constructing, renovating and repairing County facilities and funding the purchase of fiscal year 2014-2015 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

Richland County Council Request of Action

Subject

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, and Project Aquarius concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the Company under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto **[FIRST READING BY TITLE ONLY] [PAGE 372]**
- b. Memorandum of Understanding between Richland County and Midlands Technical College Enterprise Campus **[PAGES 373-378]**
- c. East Richland Public Service District Land Purchase **[PAGES 379-389]**

STATE OF SOUTH CAROLINA
COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND PROJECT AQUARIUS CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND THE COMPANY UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

~#4812-5463-5547 v.1 - 6/24/2014 09:50 AM~

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into as of _____, 2014 by and between MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY, a body politic and corporate, a public instrumentality of the State of South Carolina (the “State”) (the “Authority”), and COUNTY OF RICHLAND, SOUTH CAROLINA, a body politic and corporate, a political subdivision of the State (the “County”) (collectively, the Authority and the County are the “Parties”).

RECITALS

WHEREAS, the Authority owns an approximately one hundred thirty (130) acre area located near the South Carolina Research Authority and Northwoods Golf Course properties and which is bounded in part by Pisgah Church Road and Gateway Plantation Road (the “Enterprise Campus”), as more fully described on Exhibit A. The Enterprise Campus is adjacent to the Northeast Campus of Midlands Technical College (the “College”);

WHEREAS, the purpose of the Authority is to provide for the management, development, and operation of the Enterprise Campus;

WHEREAS, since its creation, the Authority has worked diligently to recruit business and industry to the Enterprise Campus, in part to support the economic development and educational mission of the College;

WHEREAS, the County has a long history of economic development activities and currently has directed resources to support designated staff dedicated to the recruitment, expansion and retention of business and industry in the County;

WHEREAS, the Authority and County believe that by working together, the Enterprise Campus can be successfully developed, all to the benefit of the citizens of the County and the students and faculty of the College; and

WHEREAS, it is the purpose of this MOU to express the understanding of the Authority and County on how the Authority and County might work together to promote the development of the Enterprise Campus.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Authority and County agree as follows:

SECTION 1. Non-Binding Memorandum of Understanding.

This MOU and its terms, conditions, and provisions, are not binding on either the Authority or County. Neither the Authority nor County are bound one to the other by any provision in this MOU.

SECTION 2. Purpose of MOU.

The purpose of this MOU is to set forth the understanding of the Authority and County on how the two entities might work together to promote the development of the Enterprise Campus and how a collaborative effort will enhance within the County private sector investment, the creation of jobs, and learning and employment opportunities for the students and faculty of the College. This MOU describes a basic framework in which the Authority and County can work together to accomplish this purpose and from which the Parties can prepare and consider definitive agreements and arrangements to implement an economic development strategy for the Enterprise Campus.

SECTION 3. Creation of Non-Profit Entity.

The Authority and County would form a non-profit entity organized under South Carolina law (the “Non-Profit Entity”). Tax-exempt status for the Non-Profit Entity would be sought under Section 501(c)(3) of the Internal Revenue Code. The members of the Non-Profit Entity would be the Authority and County. Each party would bear its own costs and expenses, including its own attorneys’ fees, incurred in the formation of the Non-Profit Entity.

SECTION 4. Purpose of Non-Profit Entity.

- A. One purpose of the Non-Profit Entity is to buy from the Authority, and hold title to, part or all of the Enterprise Campus (the “Property”).
- B. Another purpose of the Non-Profit Entity is to make the property bought from the Authority available for economic development purposes, in other words, as a location for business and industry to locate, invest capital, create jobs and provide educational and training opportunities for the students and faculty of the College.

SECTION 5. Governance of Non-Profit Entity.

- A. The Non-Profit Entity would be governed by a board composed of five (5) individuals – three (3) positions designated for the Authority and two (2) positions for the County.
- B. Major decisions for the Non-Profit Entity would be made by vote of the members (the Authority and County). The Authority would have the controlling vote of the members.

SECTION 6. Conveyance of Land to the Non-Profit Entity.

- A. The specific area of the Enterprise Campus to be purchased by the Non-Profit Entity will be determined by the Authority and County. It is the intent of the Parties for the Business Accelerator Building to remain with the Authority.

B. The Authority will sell the land to the Non-Profit Entity at the appraised value, which is estimated as of the date of this MOU, to be between \$30,000 and \$50,000 per acre, depending on the size of the tract.

C. Prior to closing, the Authority will record restrictive covenants that will apply to the Enterprise Campus.

D. At closing, the Authority will accept a promissory note from the Non-Profit Entity secured by a first mortgage lien on the Property. The terms and conditions of the promissory note and the first lien mortgage will be determined by mutual agreement of the Authority and County.

E. The Authority and County each acknowledge that the State Budget and Control Board must approve the conveyance of the Property to the Non-Profit Entity.

SECTION 7. Marketing of Property.

The County, through its Economic Development Office, will include the Property in its “inventory” of property that is available for economic development purposes and will market the Property to economic development prospects.

SECTION 8. Sale of Property by the Non-Profit Entity.

The Non-Profit Entity may sell the Property for an economic development project at a price the Non-Profit Entity considers appropriate for the project. Performance requirements would be expected to apply to each project, for example, requirements for the commencement and completion of construction, requirements for the creation of jobs and requirements for the establishment of relationships with the College beneficial to the students and faculty. The approval of a sale by the Authority Board and Richland County Council would not be required. Proceeds from the sale of any of the Property would be used to pay down the promissory note given to the Authority.

SECTION 9. Operation and Maintenance Costs of Property.

The Authority will be responsible for either providing, or advancing funds to the Non-Profit Entity so that it may provide, for the operation and maintenance associated with the Property including costs associated with retaining the Enterprise Campus’s designation as an “Industrial Park” by the Department of Commerce. It is the intent of the Authority and County that the entity that is paying for any other operating costs prior to the transactions contemplated by the MOU would continue to pay those costs after the Non-Profit Entity is formed. One or more management agreements or other similar contracts addressing the operation and maintenance of the Property would be expected to be entered into by the Non-Profit Entity.

SECTION 10. Termination of Non-Profit Entity.

A. The relationship contemplated by this MOU among the Authority, County and Non-Profit Entity is expected to last at least through the build-out of the Enterprise Campus, at which time, the relationship would be examined and a determination made if the relationship should be continued.

B. A determination will be made periodically by the Parties, for example, such as every five (5) years, whether the Non-Profit Entity is accomplishing its purpose.

C. If the Non-Profit Entity is dissolved prior to the build-out of the Enterprise Campus, then any remaining land would be conveyed to the Authority.

SECTION 11. Miscellaneous.

A. *Titles and Captions.*

All titles and captions of the sections and paragraphs set forth in this MOU are inserted only as a matter of convenience and for reference and do not define, limit, extend or describe the scope of this MOU or the intent of any provision of this MOU.

B. *Governing Law.*

This MOU shall be construed and enforced in accordance with the laws of the State.

C. *Amendments.*

This MOU may be amended or cancelled by mutual consent of the Parties. An amendment to this MOU must be in writing.

D. *Merger.*

This MOU sets forth all of the understandings between the Authority and County relative to the Enterprise Campus and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Authority and County relative to the matters addressed in this MOU other than as set forth or as referred to in this MOU.

E. *Execution by Counterparts.*

This MOU may be executed in multiple counterparts, each of which is deemed an original for all purposes.

SECTION 12. Termination.

This MOU terminates without action by either the Authority or County at midnight on December 31, 2014.

SECTION 13. Effective Date.

This MOU is effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

MIDLANDS TECHNICAL COLLEGE
ENTERPRISE CAMPUS AUTHORITY:

By: _____

Name:
Board Chair

Date: _____

By: _____

Name:
Board Secretary

Date: _____

COUNTY OF RICHLAND, SOUTH CAROLINA:

By: _____

_____, Chair, County Council

Date: _____

Exhibit A

Enterprise Campus Map/Survey

See attached.

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DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “*Agreement*”) is made and entered into as of the _____ day of June, 2014 (“*Effective Date*”), by and between EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT (“*Seller*”) and RICHLAND COUNTY, SOUTH CAROLINA (“*Buyer*”).

WITNESSETH:

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below).

2. Property. The property subject to this Agreement consists of all that certain lot, tract or parcel of real property as more particularly shown on Exhibit A attached hereto and made a part hereof, containing approximately 83.87 acres, more or less, together with all improvements, plants, shrubs and trees located thereon, and together with all rights, easements and appurtenances thereunto belonging (the “*Property*”).

3. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “**Purchase Price**”, shall be Twenty-Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) per acre of the Property. The total acreage of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Buyer pursuant to the terms of this Agreement. The Purchase Price will be calculated by multiplying the price per acre by the acreage determined to the nearest hundredth of an acre. The Purchase Price shall be paid by Buyer to Seller as follows:

(a) The Option Consideration in the sum of one thousand and no/100ths (\$1,000.00) Dollars delivered to Seller’s Attorney, Scott Elliott (the “*Escrow Agent*”) in connection with the Option Agreement between Buyer and Seller shall constitute the earnest money hereunder (“*Earnest Money*”).

(b) The remaining balance of the Purchase Price, after crediting the Earnest Money, and subject to the pro-rations and adjustments hereinafter described, shall be paid by Buyer to Seller by wire delivery of funds to an account designated in writing by Seller.

4. Closing. Provided that Buyer has not terminated this Agreement prior to the end of the Inspection Period, the closing of the purchase and sale of the Property (“*Closing*”) will be held at a location to be determined by the Buyer on any date (“*Closing Date*”) which is on or before that date which is sixty (60) days following the Effective Date, at Buyer’s option. Buyer shall give Seller written notice of the Closing Date at least five (5) days in advance thereof.

5. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the

“**Impositions**”) for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

6. Title.

(a) Seller covenants to convey to Buyer at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (collectively, “**Permitted Exceptions**”).

(b) Buyer may, at Buyer’s expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which render Seller’s title less than fee simple marketable title (each a “**Title Objection**”). Seller shall have until ten (10) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Buyer’s initial notice of Title Objections. If Seller fails to satisfy any Title Objection, then, at the option of Buyer, Buyer may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the Buyer’s initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer’s rights and remedies in the event that Seller does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Buyer’s title insurer.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer’s consent, which shall not be unreasonably withheld, conditioned, or delayed.

7. Survey.

(a) Buyer shall, prior to the end of the Inspection Period, obtain, at Buyer's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Seller at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Seller's attorney at least fifteen (15) days prior to Closing.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (1) above.

8. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property.

If Buyer terminates this Agreement prior to the end of the Inspection Period, then any and all inspection and reports obtained by Buyer in investigation of the Property (the "**Buyer Due Diligence Materials**") will be delivered to the Seller, at no expense, within thirty days of Buyer's termination of this Agreement. Seller will not be required to return the Earnest Money until all Buyer Due Diligence Materials have been delivered to the Seller.

(b) On or before the date ten (10) business days after the Effective Date, Seller shall deliver to Buyer, if not previously delivered, or make available to Buyer for examination or copying by Buyer, at the address for Buyer set forth below Buyer's execution of this Agreement, the following documents and information with respect to the Property: (i) all surveys, plans, specifications, engineering and mechanical data relating to the Property, including such items as soils reports and environmental audits, which are in Seller's possession or which Seller can obtain with reasonable effort; (ii) all real property and other ad valorem tax bills and utility bills regarding the Property for the two-year period preceding the effective date; (iii) a copy of any policy of title insurance issued in favor of Seller, together with legible copies of all instruments referenced therein; and (iv) a copy of any commercial appraisal of the Property that Seller has in its possession.

(c) Buyer shall have until the day which is forty-five (45) days following the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer, Buyer shall have the right, at Buyer's option, to terminate this

Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void.

(d) Buyer hereby agrees to reimburse Seller for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Buyer's title insurer, with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Buyer's title insurer as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) a Certificate of Tax Compliance from the South Carolina Department of Revenue, and (vi) evidence in form and substance reasonably satisfactory to Buyer that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Buyer shall deliver to Seller the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

10. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property pursuant to Section 6(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Seller's deed to Buyer.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

11. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

12. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

(i) That, on the Closing Date, Seller shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Seller's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound.

(v) That to the best of Seller's knowledge, information, and belief, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Seller has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Seller's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) That to the best of Seller's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(ix) Seller does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Seller to Buyer.

(x) Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(b) Seller agrees to reimburse Buyer from and against any and all claims or losses related to the presence of hazardous substances or wastes on or at the Property or migrating from the Property at any time prior to or on the Closing Date or for any condition of the Property subject to regulation under any statute, ordinance or regulation for the protection of human health or the environment that is on the Property on the Closing Date. The obligations of the Seller contained in the immediately preceding sentence shall survive the consummation of the purchase and sale of the Property for a period of six (6) months after the Closing Date.

(c) The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

13. Remedies

(a) Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default, the Earnest Money shall be retained by Seller as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, then Buyer shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Seller in violation of its obligations under this Agreement, Buyer shall be entitled to recover its damages in lieu of specific performance.

14. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

15. Assignment. This Agreement may be assigned by Buyer, in whole or in part, with notice of Assignment in writing to Seller.

16. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

17. Brokers. Seller warrants and represents to the Buyer that Seller shall be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property, including without limitation, the commission due to NAI Avant LLC in the amount of \$113,625.39. Seller shall and does hereby indemnify, defend and hold harmless Buyer from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

18. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

19. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

20. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

24. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Seller: East Richland County Public Service District
704 Ross Road
Columbia, South Carolina 29223
Attn: _____
Phone: (803) _____

With a copy to: Scott A. Elliott

1508 Lady Street
Columbia, South Carolina 29201
Phone:(803) 771-0555

Buyer: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: (803) 803.576.2054

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

Signature page to follow.

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer this ____ day of June, 2014.

WITNESSES:

BUYER:

Richland County, South Carolina

By: _____
Name: _____
Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of June, 2014.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer this ____ day of June, 2014.

WITNESSES:

SELLER:

East Richland County Public Service District

By: _____
Title:

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of East Richland County Public Service District**, personally came before me
this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of June, 2014.

Notary Public for South Carolina

My Commission Expires _____

EXHIBIT "A"

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on the northwest side of Longwood Road, also known as S.C. Hwy No. S40-960, near the City of Columbia, State of South Carolina, and being shown and delineated as Tract Number 1-A (containing 83.87 acres) upon a plat prepared for East Richland County Public Service District by Hammond E. Edwards, Jr., P.E. & R.L.S., dated May 26, 1989, and recorded in Book 52, Page 6238, in the Office of the Register of Deeds for Richland County, South Carolina.

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1; there is one vacancy on this board:

Brenda Perryman, May 21, 2016 (Resigned)

Richland County Council Request of Action

Subject

East Richland Public Service Commission-1; there will be one vacancy on this commission:

John H. Hudgens, July 21, 2014*

Richland County Council Request of Action

Subject

Richland County Library Board-6; there will be six vacancies on this board:

John Baker, July 6, 2014

Nathaniel Barber, July 6, 2014*

George C. Johnson, July 6, 2014

Rox Pollard, July 6, 2014

Alethia Parr Rearden, July 6, 2014*

Ida Thompson, July 6, 2014*

Richland County Council Request of Action

Subject

Township Auditorium Board-1; there is one vacancy on this board:

Kem Smith, February 7, 2017 (Resigned)

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2; no applications were received for these positions

Richland County Council Request of Action

Subject

Board of Zoning Appeals-1; no applications were received for this position.

Richland County Council Request of Action

Subject

Building Codes Board of Appeals-4; appointments are needed for a Plumber, Contractor, and two from the Fire Industry. One application was received for Contractor from: **[PAGES 396-398]**

Lasenta Lewis-Ellis, Contractor *

* Eligible for reappointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Lasenta Lewis-Ellis
Home Address: 377 Grandview Circle, Columbia, SC 29229
Telephone: (home) 803-788-7272 (work) 803-409-8100
Office Address: 2601 Read Street, Suite I-1, Columbia, SC 29204
Email Address: LLELLIS@LLECONSTRUCTION.COM
Educational Background: I've obtained an Associate, Bachelors, & Master
Professional Background: Background in facilities, construction, & project mgmt.
Male [] Female [x] Age: 18-25 [] 26-50 [x] Over 50 []
Name of Committee in which interested: Building Codes Board of Adjustments
Reason for interest: Serving on the board will continue to allow me to serve Richland County and apply my knowledge and experience in building codes and construction.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I'm a licensed General Contractor w/ knowledge of building codes and inspections, I have good communication skills, good listener, and detail oriented.
Presently serve on any County Committee, Board or Commission? yes
Any other information you wish to give? I'm reliable and research properties prior to meetings.
Recommended by Council Member(s):
Hours willing to commit each month: Hours required to better serve Richland County.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: N/A

Lasanta Lewis-Jones
Applicant's Signature

6/10/14
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	

Richland County Council Request of Action

Subject

Community Relations Council-4; applications for the four positions were received from: **[PAGES 399-410]**

Daniel J. Crooks, III
Nicole Smith
Sarah Watson*
Roscoe Wilson*

* Eligible for reappointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Daniel J. Crooks III

Home Address: 604 Tyler Street, Columbia, S. C. 29205

Telephone: (home) (843) 270-9376 (work) -----

Office Address: S.C. Dep't of Corrections, 4444 Broad River Road, Columbia, S. C. 29210

Email Address: danieljohncrooks@gmail.com

Educational Background: LL.M. (Master of Laws), American University Washington College of Law; J.D., Charleston School of Law; B.A., College of Charleston

Professional Background: Attorney

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

Name of Committee in which interested: Community Relations Council

Reason for interest: I want to help bridge the gap between government, citizens, and businesses by utilizing my organizational, communication, and networking skills.

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

I am an attorney with experience in facilitating communication among private citizens, government, and businesses. I also have years of volunteer experience, including most recently serving as a mentor to a youth currently in the custody of the S.C. Dep't of Juvenile Justice. I moved to Richland County in October 2013 and am invested in my community. I am young, have a lot of energy, and wish to dedicate my time and talents for the betterment of our community.

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

Any other information you wish to give? -----

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 15 to 20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

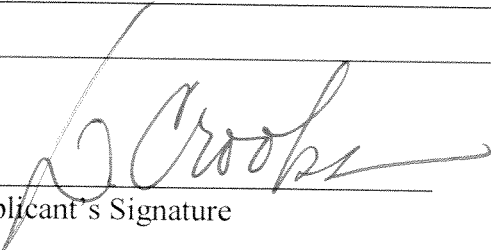
Yes _____ No X _____

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

03/12/2014
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: Nicole Smith

Home Address: 2318 Carving Trail Hopkins, SC 29061

Telephone: (home) 803.467.2679 (work) 803.467.2679

Office Address: 1310 Lady Street, Suite 205 Columbia, SC 29201

Email Address: nsmith@thecampbellconsultinggroup.net

Educational Background: Bachelor's Degree

Professional Background: Public Relations

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

Name of Committee in which interested: Community Relations Council

Reason for interest: To become part of a larger group of people who help bring our citizens together to discuss and solve issues within our community.

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

My relationships with local leaders and elected officials within our community. My ability to communicate effectively to people from various backgrounds.

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

Any other information you wish to give? _____

Recommended by Council Member(s): Damon Jeter, Jim Manning

Hours willing to commit each month: 80

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.

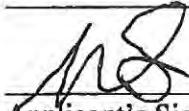
Yes _____ No X _____

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

5/27/2014
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: Sarah B. Watson

Home Address: 1701 Chadford Road Irmo, SC 29063

Telephone: (home) 803-553-6166 (work) 803-553-6166

Office Address: - sm -

Email Address: SWatson1957@aol.com

Educational Background: College Graduate - Furman Univ., BA Sociology

Professional Background: Insurance and Financial Services

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

Name of Committee in which interested: Greater Columbia Community Relations Council.

Reason for interest:

I feel my service on this Board will allow me to offer the greatest impact to the community and the people of Midlands.

Your Characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am a team player, with excellent interpersonal skills. I have very good communication skills, and my professional background has afforded me very good skills in reaching contractual agreements.

Presently serve on any County Committee, Board or Commission? Yes, Greater Columbia Community Relations Council

Any other information you wish to give? NO

Recommended by Council Member(s): Norman Jackson

Hours willing to commit each month: 2-3 hours per month

CONFLICT OF INTEREST POLICY

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe:

Applicant's Signature Date

Aarah B. Watson 6/24/14

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

2

Staff Use Only	
Date Received:	Received by:
Date Sent to Council:	



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

Applicant must reside in Richland County.

Name: Roscoe C. Wilson, Jr. _____

Home Address: 1 Sweetwater Court _____

Telephone: (home) 803-776-3686 _____ (work) 803-600-6083 _____

Office Address: same _____

Email Address:
roscoe@rcwilsongroup.com _____

Educational Background: B.S. Benedict College '73 _____

Professional Background: Vice President AMIkids 20 years community-based programming _____

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

Name of Committee in which interested: GCCRC Board _____

Reason for interest: Strong background in community development, and strong relationship with community stakeholders. _____

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

Excellent communicator, familiar with governmental issues and policies. _____

Presently serve on any County Committee, Board or Commission? GCCRC _____

Any other information you wish to give? _____

Recommended by Council Member(s): Councilman Livingston, Washington, and Jeter _____

Hours willing to commit each month: 8-10 hours per month _____

CONFLICT OF INTEREST POLICY

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

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

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

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

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

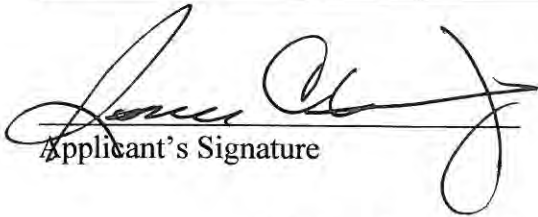
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

6/24/14
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

Richland County Council Request of Action

Subject

Employee Grievance Committee-1; no applications were received for this committee.

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; no applications were received for this board.

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1; one application was received from: [**PAGES 413-415**]

Charles Aiken



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Charles L. Aiken
Home Address: 1335 Elm Abade Terrace Cola SC 29210
Telephone: (home) 803-728-0715 (work) 803-513-4893
Office Address: 1335 Elm Abade Terrace Cola SC 29210
Email Address: CAiken1216@aol.com
Educational Background: Associate Degree Business
Professional Background: Healthcare Business Owner
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Hospitality
Reason for interest: I want to be a part of bringing diversity to the county so all residents can benefit.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Owned Care Pro Health Services ~~for~~ over 20 years very well known in the healthcare industry.
Presently serve on any County Committee, Board or Commission? None
Any other information you wish to give? Recently served on the Black Pages Advisory Board
Recommended by Council Member(s): Paul Livingston, Joyce Dickerson
Hours willing to commit each month: 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 _____

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: _____

Charles L. Aiken
Applicant's Signature

5/27/14
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

Richland County Council Request of Action

Subject

Procurement Review Panel-2; no applications were received for this board.

Richland County Council Request of Action

Subject

Township Auditorium Board-1; there is one vacancy on this board; applications were received from the following:
[PAGES 417-423]

Megan Pinckney
Abigail Rogers
D. Wade Sparks



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

Applicant must reside in Richland County.

Name: Megan Pinckney

Home Address: 1155 Lady St Apt 512 Columbia, SC 29201

Telephone: (home) 843-442-9611 (work) _____

Office Address: _____

Email Address: megpinckney@yahoo.com

Educational Background: The University of South Carolina

Professional Background: Former Miss South Carolina USA

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

Name of Committee in which interested: Township Auditorium Board

Reason for interest: I have a desire to promote the performing arts in my community while maintaining the Township's stellar reputation.

Commission:

My communication skills, community involvement and political access would all be an asset to the Board.

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

Any other information you wish to give: Served as a SC House of Rep. Legislative Aide.

Recommended by Council Member(s): Seth Rose; Damon Jeter; Brian Neuman

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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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: _____

Megan Pickney
Applicant's Signature

6/24/14
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: Abigail Rogers

Home Address: 21 Black Gum Rd Cola SC 29209

Telephone: (home) (803) 783-9709 (work) (803) 705-4663 / (office) 237-7526

Office Address: 1600 Harden Street (Benedict college) Cola 29204

Email Address: ARogers Law Firm@aol.com

Educational Background: BA, Masters (Criminology/CJ), JD Law School (1982) USC

Professional Background: Asslt. Solicitor, F.C. Judge, lawyer, College Prof.

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

Name of Committee in which interested: Richland Township Auditorium Bd.

Reason for interest: My family and I have actively participated in the events held at the township. I have watched its growth and would like to be an active member of the Board to participate in the progression

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

I have extensive experience in Law, Education and issues which affect the disabled and those with Special Needs. Lived in Richland

Presently serve on any County Committee, Board or Commission? Babcock Disabilities Board

Any other information you wish to give? I am honored to even apply.

Recommended by Council Member(s):

Hours willing to commit each month: as many as required

CONFLICT OF INTEREST POLICY

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

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

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

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

Yes _____

No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No _____

If so, describe: _____

Abigail R. R.
Applicant's Signature

6/24/2014
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: D. Wade Sparks
Home Address: 1323 Brentwood Drive, Columbia, SC 29206
Telephone: (home) 790-0591 (work) 251-1401
Office Address: 1201 Main Street, Suite 700, Columbia SC 29201
Email Address: Wsparks@pbandt.com
Educational Background: B.S. from College of Charleston, 1987
Professional Background: 24 years in banking, past 10 with BBAT
 Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Board
Reason for interest: Strong interests in art, music and theater with desire to bring the best shows to Columbia

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

Commission:

Hard working; lived in Columbia 24 years; serve on Board for Heart Ball, member and past Board member for Five Points Rotary Club; member and past Board member and Varsity member for St. John's Episcopal Church (Starden)
Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Would be an asset to Richland County.
Recommended by Council Member(s): Drew Theodore, Board member for Township.
Hours willing to commit each month: As many 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.

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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.

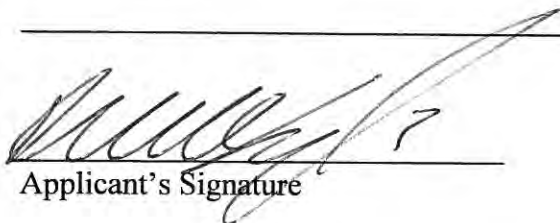
Yes _____ No

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

6-17-14
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.

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Resolution designating the On-Call Engineering Teams solicitation as a significant purchase [**PAGES 425-426**]
- b. Approval of the advertisement of the solicitation for the On-Call Engineering Teams

RESOLUTION

WHEREAS, on May 6, 2014, the County Council (the "Council") of Richland County, South Carolina (the "County") duly enacted an ordinance entitled: AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING SECTION 2-591 TO AUTHORIZE COUNTY COUNCIL TO DETERMINE WHICH PURCHASING DECISIONS REGARDING PURCHASING MADE EXCLUSIVELY WITH MONIES RAISED THROUGH THE PENNY TAX ARE OF SUCH COUNTY WIDE SIGNIFICANCE THAT COUNTY COUNCIL HAS THE AUTHORITY TO MAKE THE FINAL AND CONCLUSIVE DETERMINATION TO WHOM TO AWARD THE CONTRACTS (the "Ordinance"); and

WHEREAS, the Ordinance establishes a category of procurements relating only to the penny sales tax approved pursuant to a successful referendum held on November 6, 2012 which are of such County-wide significant that Council should make the final and conclusive determination to whom to award the contract;

WHEREAS, the County is undertaking a solicitation in the form of a request for qualifications (RFQ) for five (5) on-call engineering teams (OETs), which will assist the County in the development of capital programs related to the adoption of the penny tax; and

WHEREAS, the Council finds and determines that the role of the OETs will be of critical importance in the success of the transportation improvements to be implemented throughout the County and funded with the penny sales tax; and

WHEREAS, the Council finds and determines that the selection of the OETs is of such County-wide significance that Council should have the authority to make the final and conclusive determination to whom to award the contract.

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

Section 1. The solicitation in the form of a RFQ for OETs is a procurement to be funded solely from the penny sales tax and is of such great County-wide significance that the solicitation, the RFQ, the evaluation, and award process contemplated therein should be governed by the provisions of Section 2-591 which was added to the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by the Ordinance.

Section 2. The RFQ, substantially in the form presented to the Council at the meeting during which the Resolution was adopted, should be released and published as soon as practicable after the approval of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted in a meeting duly assembled this ____ day of July, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2014:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Resolution designating the Dirt Road Paving Program solicitation as a significant purchase [**PAGES 428-429**]
- b. Approval of the advertisement of the solicitation for the Dirt Road Paving Program

RESOLUTION

WHEREAS, on May 6, 2014, the County Council (the "Council") of Richland County, South Carolina (the "County") duly enacted an ordinance entitled: AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING SECTION 2-591 TO AUTHORIZE COUNTY COUNCIL TO DETERMINE WHICH PURCHASING DECISIONS REGARDING PURCHASING MADE EXCLUSIVELY WITH MONIES RAISED THROUGH THE PENNY TAX ARE OF SUCH COUNTY WIDE SIGNIFICANCE THAT COUNTY COUNCIL HAS THE AUTHORITY TO MAKE THE FINAL AND CONCLUSIVE DETERMINATION TO WHOM TO AWARD THE CONTRACTS (the "Ordinance"); and

WHEREAS, the Ordinance establishes a category of procurements relating only to the penny sales tax approved pursuant to a successful referendum held on November 6, 2012 which are of such County-wide significant that Council should make the final and conclusive determination to whom to award the contract;

WHEREAS, the County is undertaking a solicitation in the form of a request for qualifications (RFQ) for a consultant (the "Consultant") for the Dirt Road Paving Program, which will assist the County in the development of capital programs related to the adoption of the penny tax; and

WHEREAS, the Council finds and determines that the role of the Consultant will be of critical importance in the success of the transportation improvements to be implemented throughout the County and funded with the penny sales tax; and

WHEREAS, the Council finds and determines that the selection of the Consultant is of such County-wide significance that Council should have the authority to make the final and conclusive determination to whom to award the contract.

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

Section 1. The solicitation in the form of a RFQ for an Consultant is a procurement to be funded solely from the penny sales tax and is of such great County-wide significance that the solicitation, the RFQ, the evaluation, and award process contemplated therein should be governed by the provisions of Section 2-591 which was added to the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by the Ordinance.

Section 2. The RFQ, substantially in the form presented to the Council at the meeting during which the Resolution was adopted, should be released and published as soon as practicable after the approval of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted in a meeting duly assembled this ____ day of July, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2014:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request of Action

Subject

- a. Move to direct staff to draft an ordinance to impose greater noise restrictions in unincorporated Richland County [ROSE]
- b. Move that staff pursue having the appropriate provides place stickers on the County's recycling bins that enumerate what items can be recycled. Rationale: Low County citizens participation in recycling and Sonoco's ability to handle more capacity. Additionally, the County has recently moved to the larger roll out recycling bins. This will serve as a direct citizen awareness tool to promote what items can be recycled. [ROSE]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda