

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, DECEMBER 11, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1
2014-2018



CHAIR
Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2014-2018



Greg Pearce
District 6
2014-2018



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Norman Jackson
District 11
2014-2018

Note:
District 5 is vacant



Richland County Special Called Meeting

December 11, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Bill Malinowski,
Vice-Chair Richland County Council
2. **INVOCATION** The Honorable Calvin Jackson
3. **PLEDGE OF ALLEGIANCE** The Honorable Calvin Jackson
4. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. Regular Session: December 4, 2018 [PAGES 13-56]
5. **ADOPTION OF AGENDA** The Honorable Bill Malinowski
6. **PRESENTATIONS**
 - a. Rhonda Hunsinger, Executive Director - SC Philharmonic
 - b. John Andoh, Executive Director/CEO - COMET
7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Contractual Matter: USC Regarding Phase II of Greene Street Project
8. **CITIZENS' INPUT** The Honorable Bill Malinowski
 - a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZENS' INPUT** The Honorable Bill Malinowski

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

10. REPORT OF THE INTERIM COUNTY ADMINISTRATOR

Edward Gomeau,
Interim County Administrator

- a. DHEC Consent Order: Funding for Corrective Plan of Action/Reimbursement Resolution [ACTION] [PAGES 57-70]
- b. Township Auditorium Update
- c. Financial Update Report [PAGE 71]

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. REMINDER: Richland County Magistrates' Holiday Luncheon, December 14, 11:30 AM, Brookland Banquet & Conference Center
- b. Central SC Holiday Drop-In, December 13, 5:00 PM, CSCA Atrium, 1201 Main Street
- c. Council Farewell Drop-In, December 19, 4:00 PM, 4th Floor Conference Room

12. REPORT OF THE VICE CHAIR

The Honorable Bill Malinowski

- a. Personnel Matter
- b. Tuition Assistance Program [PAGES 72-79]

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Bill Malinowski

- a. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (I) Entering into Intergovernmental Agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (II) Securing required audits from organizations receiving funds from the Transportation Sales and Use Tax, (III) Approving future changes to the infrastructure projects being funded with the Transportation Sales and Use Tax, including cost and scope; and (IV) the annual budgeting process; ratifying prior actions including: (I) changes in the cost and scope of infrastructure projects, (II) privatization of said projects, and (III) appropriation of funds for said projects; and other matters related thereto

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Owens Corning Non-Woven-Blythewood, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

14. APPROVAL OF CONSENT ITEMS

The Honorable Bill Malinowski

- a. 18-033MA
Sanjiv Narang
HI to GC (1.46 Acres)
809 Idlewild Boulevard
TMS # R11209-02-04 [THIRD READING] [PAGES 80-81]
- b. 18-034MA
Johnathan L. Yates
PDD to PDD (49.27 Acres)
1141 Kelly Mill Road
TMS # R23300-03-06 [THIRD READING] [PAGES 82-83]
- c. 18-037MA
Ben H. Higgins
RU to NC (1.02 Acres)
1041 McCords Ferry Road
TMS # R38000-03-02 [THIRD READING] [PAGES 84-85]
- d. 18-039MA
Gabriel McFadden
RU to NC (1.21 Acres)
Dutch Fork Road
TMS # R01507-02-05 [THIRD READING] [PAGES 86-87]
- e. 18-040MA
Scott Morrison
GC to RM-HD (7.22 Acres)
Brighton Road
TMS # R17004-02-02 (Portion) [THIRD READING]
[PAGES 88-89]
- f. 18-041MA
Ridgewood Missionary Baptist Church
RU to OI (1.63 Acres)
Lawton Street
TMS # R09310-03-14, 16-23 [THIRD READING]
[PAGES 90-91]
- g. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, so as to permit radio, television, and other similar transmitting towers with special requirements in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts and to remove the special

exception requirements for radio, television, and other similar transmitting towers in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts [THIRD READING] [PAGES 92-98]

- h.** An Ordinance Amending the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; so as to standardize this chapter more closely with the Municipal Association of SC's model business license ordinance and to reflect enhanced enforcement priorities to pursue enhanced quality of life for the Richland County Community [SECOND READING] [PAGES 99-186]

15. THIRD READING ITEMS

The Honorable Bill Malinowski

- a.** An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (I) Entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (II) Securing required audits from organizations receiving funds from the Transportation Sales and Use Tax, (III) Approving future changes to the infrastructure projects being funded with the Transportation Sales and Use Tax, including cost and scope, and (IV) The annual budgeting process; ratifying prior actions including: (I) Changes in the cost and scope of infrastructure projects, (II) Prioritization of said projects, and (III) Appropriation of funds for said projects; and other matters related thereto [PAGES 187-196]
- b.** An Ordinance Authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined system to be known as the Richland County Combined Utilities System; providing for addition of other utility systems to the combined system; providing for the operation thereof; providing for the establishment of rates to be charged for services; providing for issuance of bonds; and other matters related thereto [PAGES 197-201]
- c.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Owens Corning Non-Woven-Blythewood, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 202-237]
- d.** 18-038MA
Ken Jones
RS-LD to NC (1.62 Acres)

3409 Hard Scrabble Road
TMS # R17300-06-08 [PAGES
238-2239]

- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters [PAGES 240-289]

16. SECOND READING ITEMS

The Honorable Bill Malinowski

- a. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Southeast, 7421 Garners Ferry Road; Richland County TMS#16409-04-02 (PORTION); CF#191-10A [PAGES 290-292]
- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County [PAGES 293-295]
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [PAGES 296- 300]
- d. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification [PAGES 301-303]
- e. An Ordinance Amending the Transportation Tax line item in the Fiscal Year 2019 Budget Ordinance of Richland County, South Carolina; delegation of authority; and matters relating thereto [PAGES 304-306]

17. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

- a. Intergovernmental Agreement between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance (Attachment A) [PAGES 307-311]

18. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Approval of Grant from Fairfield Electric Coop and related Assumption of Agreement from Santee Cooper [PAGES 312-313]
- b. Award of Northpoint Industrial Park Bid [PAGES 314-319]

The Honorable Bill Malinowski

19. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

20. NOTIFICATION OF VACANCIES

- a. Notification of Vacancies:
 - a. Accommodations Tax – One (1) Vacancy (applicant must have a background in the Cultural Industry)
 - b. Hospitality Tax – Three (3) Vacancies (TWO applicants must be from Restaurant Industry)
 - c. Employee Grievance Committee – Six (6) Vacancies (MUST be a Richland County employee; 2 seats are alternates)
 - d. Board of Assessment Appeals – One (1) Vacancy
 - e. Board of Zoning Appeals – One (1) Vacancy
 - f. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Plumbing Industry, ONE from the Electrical Industry, ONE for the Engineering Industry, ONE from the GAS Industry, ONE from the Building Industry & TWO from Fire Industry as alternates)
 - g. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
 - h. Planning Commission – One (1) Vacancy
 - i. Internal Audit Committee – One (1) Vacancy (applicant with CPA preferred)
 - j. Richland Memorial Hospital Board – Three (3) Vacancies

k. Midlands Workforce Development Board – One (1) Vacancy (Private Sector Business seat; must represent private sector business with policy-making or hiring authority)

21. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Approval of Resolution Authorizing the Issuance and Sale of Not to Exceed \$158M for the General Obligation Bond Anticipation Notes [ACTION] [PAGES 320-324]
- b. Approval to Continue the Shop Road Extension Phase 1 Project, Without Delaying it Based on Jushi’s Request [ACTION] [PAGES 325-326]
- c. Approval of Letter Recommending Awarding Bid for Candlewood Neighborhood Phase 3 Improvement [ACTION] [PAGES 327-338]
- d. Approval of Letter Recommending Awarding Bid for Pedestrian Improvements 2 [ACTION] [PAGES 339-353]
- e. Approval of Letter for Recommending Awarding Bid for Clemson Road Widening Project, Contingent on South Carolina Department of Transportation Concurrence of the Lowest Bid [PAGES 354-389]

22. OTHER ITEMS

The Honorable Bill Malinowski

- a. FY19 - District 10 Hospitality Tax Allocations [PAGES 390-391]
- b. FY19 - District 3 Hospitality Tax Allocations [PAGES 392-393]
- c. Conservation Commission manage County-owned historic and conservation properties [N. JACKSON] [PAGES 394-436] **[Tabled at the April 24, 2018 D&S Committee]** *[Councilman N. Jackson and Councilwomen Kennedy & McBride are requesting placement of the item on the Council agenda for action]*

23. EXECUTIVE SESSION

Larry Smith,
County Attorney

24. MOTION PERIOD

- a. I move that all RC contracts must be reviewed and approved by the Office of the County Attorney and that notices under or modifications to RC contracts must be sent to the County Attorney, but may be copied to external counsel as desired.
- b. I move that the County engage a third party to conduct an audit of all penny expenditures as required under the

The Honorable Dalhi Myers

ordinance and contract and that such future audits be calendared to occur during the normal RC audit cycle.

- c. I move that the Clerk move forward with hiring the required staff for the Clerk of Council's Office. The Clerk started the process and was told to stop because there needed to be a workshop. County Council does not have the authority to tell or stop the Clerk from hiring her staff. Council cannot place a hold unless there is not a slot available. The Clerk is not interim, acting, Deputy or Assistant. Richland County now has a full time permanent Clerk of Council who has a responsibility to do her job without interference. NOTE: This does not have to go to committee and not necessary to even vote on. There is a contract which all council members approved and I am informing my colleagues that we cannot interfere. If the Clerk was in an interim position then I think Council has the authority to suspend hiring, place a freeze on hiring, or if there appears to be some sort of mismanagement in the process of hiring then Council has the discretion to interrupt the process and make necessary changes through the interim Clerk until we appoint a permanent Clerk This is not the case. During the period of an interim there was never an attempt to hire anyone. Now that the position is permanently filled the new Clerk of Council has that right to hire, per State Law. We as a Council nor the Chair has that authority to halt that process and if in doubt please check with the County Attorney.

The Honorable Norman Jackson

25. 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
Regular Session
December 4, 2018 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, John Thompson, Sandra Yudice, Stacey Hamm, Larry Smith, Dwight Hanna, Tim Nielsen, Shahid Khan, Jeff Ruble, Nathaniel Miller, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Dale Welch, Michael Niemeier, Kecia Lara, Trenia Bowers, Melissa Watts, Ashley Powell, Erica Wade, Bryant Davis, John Hopkins, Pam Davis, Magnolia Salas, Stephen Gaither, Michelle Rosenthal, Geo Price, Quinton Epps, Valeria Davis, Edward Gomeau, Ashiya Myers, Jocelyn Jennings, O’Jetta Bryant, Portia Easter, Marjorie King, and Ismail Ozbek

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM. He stated that Ms. Dickerson was not in attendance due to an early Christmas vacation and that Mr. Rose has officially resigned from County Council.

2. **INVOCATION** – The invocation was led by the Honorable Norman Jackson

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

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized members of the Richland One School Board were in the audience.

4. **APPROVAL OF MINUTES**

a. Special Called Meeting: November 13, 2018 – Mr. Livingston moved, seconded by Ms. Myers, to approve the minutes as distributed.

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

The vote in favor was unanimous.

b. Zoning Public Hearing: November 15, 2018 – Ms. Myers moved, seconded by Mr. Pearce, to approve the minutes as distributed.

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

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The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Smith requested that Item 6(a): “Legal Advice: Options for BAN Maturation in 2019” be removed from the agenda.

Ms. McBride moved, seconded by Mr. C. Jackson, to move Item 28(a): “To make a change order to the Upper Township Magistrate contract to include brick for the outside of the entire structure. Additional funding associated with this change order must be identified and approved by County Council. Unanimous consent as an agenda item for action to the Dec. 4, 2018 meeting is requested.” from the motion period to an action item.

Ms. Myers stated, for the record, we need unanimous consent.

Mr. Malinowski stated the fact that this is on the agenda as a motion item, which are normally sent to committees, unless unanimous consent is given for that item at the time, are we allowed to move this to an action item.

Mr. Smith stated you can move it to an action item, with unanimous consent, and waiving of Council Rules.

Mr. Malinowski stated this is an item that he has not seen any background information on. There is no information provided to us. We have no prices or information from staff. He thinks the cost to do this should be vetted, and receive proper staff input.

Ms. McBride stated this item has been vetted numerous times within our budget. It was passed in the 2018 Biennial Budget. At that time, we discussed the costs of it.

Mr. N. Jackson stated, if we bring this to the agenda for action, during the discussion we can make a decision on how to move forward with it. This is just to get it on the agenda, as an action item.

Mr. Livingston stated what is before us is whether or not to add this to the agenda. That would give us an opportunity to discuss it.

Mr. Livingston moved, seconded by Mr. N. Jackson, to call for the question.

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

The vote in favor of calling for the question was unanimous.

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

Opposed: Malinowski

The motion for unanimous consent to move Item 28(a) to an action item failed.

Mr. Pearce withdrew Item 28(c): “Several years ago a GO Bond as issued for construction of three unique additions to the Alvin S. Glenn Detention Center: 1) additional housing for female detainees, 2) housing for 17 y/o’s to avoid their being placed with adults, and 3) a separate facility for individuals identified as needing psychiatric care and monitoring. It appears that two million dollars (\$2 million) of the twelve million (\$12 million) was moved from the detention center project at the time that funds were being assembled for the Renaissance

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Project. Documentation that a vote of Council was made to move these funds cannot be identified. I move that the \$2 million removed from the Alvin S. Glenn Detention Center be restored to that account in order that the project will be fully funded for the purpose for which these funds were originally intended.” On discussions with Dr. Yudice and Mr. Niermeier, he is now told that although it was proposed the money was never transferred. The money has remained in there, and is available for the construction of the Detention Center, as originally planned; therefore, there is no need to proceed with the motion.

Mr. Manning moved, seconded by Mr. Pearce, to moved Item 14(a): “An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584,725” up on the agenda to become Item 8(b), so the School Board members can leave to attend the City Council meeting.

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

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. N. Jackson, to adopt the agenda as amended.

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

Opposed: McBride

The vote was in favor of adopting the agenda.

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

a. Personnel Matter Update

7. **CITIZENS’ INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Capt. Tom Bryant, on behalf of McEntire Joint National Guard Base, requested to add the following language to the noise ordinance: “Noise generated by military operations and activities.”

Ms. Barbara Roach spoke regarding the community’s displeasure at the construction of the Upper Township Magistrate office.

Ms. Helen Taylor Bradley spoke against the ordinance combining Richland County’s water and sewer systems.

8. **CITIZENS’ INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Mr. Leon Lion spoke regarding the status of the Richland Renaissance Plan.

Ms. Myers requested the Clerk’s Office to provide Ms. Bradley with the information from the sewer rate study work session.

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

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

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

- a. Presentation of Biennium Budget Book – Mr. Hayes presented the County’s 1st Biennium Budget Book to Council members. He thanked the budget staff, PIO staff and IT staff for their assistance in compiling the budget book.

POINT OF PERSONAL PRIVILEGE – Mr. Manning recognized that Councilwoman-elect Newton was in the audience and requested that she be provided a budget book.

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

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

- a. Contractual Matter: Storage of Council Records – Ms. Roberts stated the statement of services before Council has been reviewed by Legal. There is also an attachment with the estimate that was given at the last Council meeting, during Executive Session.

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

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. REMINDER: Richland Memorial Board Annual Luncheon, December 6, 12:00 PM, 9 Medical Park Dr., Suite 600A – New Bagnal Board Room – Ms. Roberts reminded Council of the upcoming Richland Memorial Board Annual Luncheon.

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- c. REMINDER: Richland Library – Edgewood Sneak Peek, December 6, 4:30 – 6:00 PM, 2101 Oak Street – Ms. Roberts reminded Council of the upcoming “Sneak Peek” of the Edgewood Library.
- d. REMINDER: Richland County Magistrates’ Holiday Luncheon, December 14, 11:30 AM, Brookland Banquet & Conference Center – Ms. Roberts reminded Council of the upcoming Magistrates’ Holiday Luncheon.
- e. REMINDER: Township Auditorium Holiday Drop-In, December 5, 6:00 – 8:00 PM, Township Auditorium – Ms. Roberts reminded Council of the upcoming Township Auditorium Holiday Drop-In.

REPORT OF THE CHAIR

11.

- a. Updated Council Calendar – Mr. Malinowski stated the committee meetings on January 8th were deleted due to the new members coming on board, and committee assignments not being made prior to January 8th.

Mr. Manning stated the Swearing-In Ceremony was not included on the calendar approved by Council, but appears on the calendar in the agenda packet. Additionally, the concern he had in further reviewing this document, the meeting on the 8th is listed as a Special Called Meeting. The only other meeting listed for January is the Council Retreat. In Council Rules, and he knows we have been working recently about being real sticklers to our rules, particularly with Rule 5.2(1) about voting, Rule 2.6 – Election reads, “The Chair shall be elected at the first regular meeting of the Council in January, or as soon thereafter as may be practical. In reviewing p. 51 of the agenda, there is no regular meeting scheduled for January in 2019. So, if we are going to follow Council Rules, he does not believe we are going to have the Election of the Chair.

Mr. Malinowski requested that someone refresh his memory if it indicates the first meeting in January is regularly scheduled or just the first meeting in January.

Mr. Manning stated, on p. 10 of the Council Rules, it states, “The Chair shall be elected at the first regular meeting of the Council in January, or as soon thereafter as may be practical...”

Mr. Malinowski requested Mr. Smith’s input on this matter. He understands what Mr. Manning is saying. He is correct, if it reads the first regular, or as soon thereafter as practical. While that is not a regularly called one, does that come under the soon after.

Mr. Smith stated, if the Council does not have the Election of the Chair at the first meeting in January, it gives you the flexibility to determine how soon thereafter you will have it. If there is not a regularly scheduled meeting in January, you certainly can have a Special Called Meeting in January to accomplish that.

Mr. N. Jackson stated you can still have the first meeting in January. It is just the agenda. You set the agenda and you can have Election of the Chair, and that is it. That is the way it was before. We just decided not to meet in January because of the Retreat. We decided just to elect the Chair at the first meeting in January.

Mr. Malinowski stated we can change the 8th to the 1st and meet January 1st.

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Mr. Manning stated he just knows that there has been a real push to be a stickler for one of our rules, and this rule clearly says regular meeting. Our agenda, p. 51, does not have regular meeting listed.

Mr. Malinowski stated he was glad Mr. Manning brought that to our attention. Mr. Manning was 100% correct.

Mr. Livingston moved, we amend Council's meeting schedule, and list January 8th as a Regular Session meeting. Ms. Myers seconded the motion.

Mr. Manning stated he thought Mr. Livingston was going to make a motion to suspend Council Rules, and for January 8th to be the regular meeting.

Mr. Livingston stated that is his motion.

Mr. Manning stated Mr. Livingston did not say anything about suspending the rules.

Mr. Livingston amended his motion to include the suspension of Council Rules.

Mr. Pearce stated our rules already state the first regular session, or after. The wording is already there, which permits you to have it at the Special Called meeting. This happens every year when we do not meet on the 1st. It is a matter of semantics, and how you interpret the words. It seems to him that this is very unnecessary.

Mr. Manning respectfully disagreed with Mr. Pearce because it says, "elected at the first regular meeting, or as soon thereafter as practical. You cannot get to "as soon after" until you have one.

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

The vote in favor was unanimous.

- b. REMINDER: To Pick-Up Richland County Calendars – Mr. Malinowski reminded everyone to pick up a copy of the Richland County Calendars.
- c. Recognition of Richland County CASA on being awarded a Program Expansion Grant – Mr. Malinowski stated CASA was awarded a \$35,000 Program Expansion Grant to recruit, screen, and train more local volunteers to serve children who experience abuse and neglect. The Federal grant funds distributed, through the National Court Appointed Special Advocates Association, are provided by the Office of Juvenile Justice and Delinquency Prevention. The US Dept. of Justice, as authorized under the Victims of Child Abuse Act of 1990, awards the grant through a competitive process, and in 2018 the National Court Appointed Special Advocates was awarded over \$10 million in Federal grants.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined water and sewer system to be known as the Richland County Water and Sewer System; providing for the operation thereof; providing for

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issuance of bonds; and other matters related thereto – No one signed up to speak.

- b. An Ordinance Amending the Fiscal Year 2018-2019 School District #1 of Richland County Annual Budget to increase it by \$3,584, 725 – No one signed up to speak.
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee to JTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A.) to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- e. An Ordinance Authorizing the Third Amendment of that certain fee agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A.), relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto – No one signed up to speak.
- f. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking, Inc., and McEntire Limited Partnership, dated July 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking Inc., and McEntire Limited Partnership, dated June 5, 2012 to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-033MA, Sanjiv Narang, HI to GC, (1.46 Acres), 809 Idlewild Boulevard, TMS #R11209-02-04 [SECOND READING]
- b. 18-034MA, Johnathan L. Yates, PDD to PDD (49.27 Acres), 1141 Kelly Mill Road, TMS #R23300-03-06 [SECOND READING]
- c. 18-037MA, Ben H. Higgins, RU to NC (1.02 Acres), 1041 McCords Ferry Road, TMS #R38000-03-02 [SECOND READING]
- d. 18-039MA, Gabriel McFadden, RU to NC (1.21 Acres), Dutch Fork Road, TMS #R01507-02-05 [SECOND READING]

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- e. 18-040MA, Scott Morrison, GC to RM-HD (7.22 Acres), Brighton Road, TMS #R17004-02-02 (Portion)[SECOND READING]
- f. 18-041MA, Ridgewood Missionary Baptist Church, RU to OI (1.63 Acres), Lawton Street, TMS #R09310-03-14, 16-23 [SECOND READING]
- g. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, so as to permit radio, television, and other similar transmitting towers with special requirements in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts to remove the special exception requirements for radio, television, and other similar transmitting towers in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts [SECOND READING]
- h. Approval to award Emergency Services Department purchase orders for Self Contained Breathing Apparatus (SCBA's or air packs) purchase to Newton's Fire & Safety Equipment, Inc.
- i. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; so as to standardize this chapter more closely with the Municipal Association of SC's model business license ordinance and to reflect enhanced enforcement priorities to pursue enhanced quality of life for the Richland County Community [FIRST READING]
- j. Alvin S. Glenn Detention Center Inmate Food Services Contract

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

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item.

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (F/N/A Koyo Bearings USA, LLC) as assignee of KTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A) to provide for

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

Mr. Malinowski inquired if this item was code named on the November 13th agenda.

Mr. Ruble stated it was code named K3.

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

The vote in favor was unanimous.

- c. An Ordinance Authorizing the Third Amendment of that certain fee agreement by and between Richland County, South Carolina and Koyo Bearings North America LLC (F/N/A Koyo Bearings USA, LLC) as assignee of JTEKT North America Corporation (F/N/A/ Koyo Corporation of U.S.A.), relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

- d. An Ordinance Authorizing an amendment to the fee agreement by and among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking Inc., and McEntire Limited Partnership, dated July 25, 2006, to provide for an extension of the term thereof and an amendment to the fee agreement among Richland County, South Carolina, McEntire Produce Inc., R. C. McEntire Trucking Inc., and McEntire Limited Partnership, dated June 5, 2012, to provide for an extension of the term thereof, authorize an extension of the investment period thereof, and provide for the issuance of infrastructure credits thereunder – Mr. Pearce moved, seconded by Mr. N. Jackson, to approve this item.

Mr. Malinowski stated this item received 2nd Reading on February 20, 2018. He inquired where this item has been for over 9 months.

Mr. Ruble stated we had first considered this item in the Economic Development Committee in the Summer of 2017. It was put off pending litigation over an unrelated item.

Mr. Malinowski stated, for clarification, the request for a new agreement came within the timeframe of the 2012 agreement.

Mr. Ruble responded in the affirmative.

Mr. Malinowski inquired, based on the length of time since the last reading, can they still continue with this, based on the time between readings, or is there no limitation on that?

Mr. Smith stated he would have to take a look at Council Rules to see if there is any reference to having to give 3rd Reading within a specific timeframe. As he understands it, the matter was deferred, with no time certain to give it 3rd Reading. He is assuming the basis for that was to deal with the litigation that Mr. Ruble referenced. He does not think there is anything in the Rules that speaks to this.

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Mr. Malinowski requested, in the future, Council is provided a reason why this length of time has passed.

Mr. Smith stated he does not see anything in the current Rules that would prevent you from going forward, but if this is not time sensitive, he would suggest that you not clinch the minutes, so that between now and the next meeting if there is an issue we can address it.

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

The vote in favor was unanimous.

15. **SECOND READING ITEMS:**

- a. An Ordinance authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined system to be known as the Richland County Combined Utilities System; providing for addition of other utility systems to the combined system; providing for the operation thereof; providing for the establishment of rates to be charged for services; providing for issuance of bonds; and other matters related thereto – Ms. Myers moved, seconded by Mr. C. Jackson, to approve this item.

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project Blythewood] to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved, seconded by Ms. Kennedy, to approve this item.

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

The vote in favor was unanimous.

- c. 18-038MA, Ken Jones, RS-LD to NC (1.62 Acres), 3409 Hard Scrabble Road, TMS #S17300-06-08 – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

- a. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Southeast, 7421 Garners Ferry Road; Richland County TMS # 16409-04-02 (Portion); CF # 191-10A [FIRST READING] – Mr. Malinowski inquired if this obligates Richland County to something in the future by giving a deed to the waterlines to the City. For example, can the City annex the library.

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Mr. Smith stated this matter would be subject to the same advice we have given regarding if this is in our designated service area. He thinks what we need to see is if something can be placed in the deed that addresses the concerns, which we have previously discussed with Council.

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

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

The vote in favor was unanimous.

16. **REPORT OF ADMINISTRATION AND FINANCE COMMITTEE**

- a. Electronic recording (e-recording) memorandum of understanding (MOU) between Richland County and Corporation Service Company (CSC) – Mr. Malinowski stated he made a comment in committee about an error, which is listed on p. 86. Where it states “Attachment 8” needs to be corrected to read “Attachment B”.

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

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

The vote in favor was unanimous.

- b. Intergovernmental Agreement between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance (Attachment A) – Mr. Malinowski stated he had questions on this previously. He does not see any changes or comments why there were no changes. On p. 92 of the agenda, it states under the issues that staff notes a couple things to consider, and gives 3 bullet points. He would think that we would want to resolve these issues before approving this MOU. He stated there is a cost associated with staff review time and maintenance of infrastructure. Then on p. 96, Section 3(A): Richland County Maintenance Responsibilities states, “Through its Department of Public Works, the County will provide routine maintenance on all those roads located within the corporate limits of the Municipality, that have been accepted for maintenance by the Municipality.” To him, that means we are accepting even roads that are in Lexington County and the responsibility of SCDOT. He made comment that at the beginning of line 2 it should say, “routine maintenance on all those Richland County roads”. If there is a reason we should not have that because there is something else in the memorandum of understanding, he does not know. On p. 97, “with the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.” Again, there is a good portion that is Lexington County, so why is Richland County providing signs for the Lexington County side?

Letter (B) “The County will incorporate the County maintained roads within the corporate limits into its pavement management system.” He thought that it should read, “The County will incorporate the Richland County maintained roads.”

Letter (C): “The drainage infrastructure located off of road rights-of-way...” He believes we should add in there “off of Richland County road rights-of-way.” He stated, if Mr. Smith can tell him that all of this is going to be taken care of, fine, but the way he sees it, we are opening ourselves up to pay a lot of

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Lexington or SCDOT work.

Section 4: Duration – This is an agreement for 5 years and the only out is 60 days prior to the anniversary date of this agreement. We had this in another matter regarding the Detention Center, whereby, a deadline was missed, and we ended up being responsible for 5 more years of that same agreement. He would like to see something like a 5-year term, renewable annually, so either party can get out of the agreement.

He inquired if p. 101 is the IGA we are approving, or is it a previous one for our information.

Mr. N. Jackson stated Mr. Malinowski mentioned the corporate limits, and then mentioned Lexington County. He sees the Town of Irmo. Lexington County would not be corporate limits. The corporate limit refers only to municipalities.

Mr. Malinowski stated he wants to make sure that if we are providing services, within the corporate limits of Irmo, they are for services that are the Richland County portion of the corporate limits.

Mr. N. Jackson stated the corporate limits of the Town of Irmo is incorporated. Lexington County is not incorporated.

Mr. Malinowski stated the corporate limits of the Town of Irmo take in both Lexington and Richland County. That is why he is saying he does not think Richland County should provide name signs on all roads within the corporate limits. We should provide them for roads that are within Richland County, in the corporate limits.

Mr. Gomeau stated, under Section 1(A), Development Project, they talk about only maintaining those roads within Richland County. That defines what the boundaries are there. Either county boundary is reviewed, inspected, and maintained by the County in which it is located.

Mr. Malinowski stated that is for land development projects. These other things, in his opinion, are referring to things that are already existing.

Mr. Gomeau stated they use land development throughout this, so he is assuming that is there intention to do that.

Mr. Malinowski moved defer and ask Legal to give us an opinion if what we have in front of us is correct.

Mr. Manning inquired as to which committee this item came from.

Mr. Malinowski stated he believes it was A&F.

Mr. Manning stated he is concerned that Mr. Malinowski said he raised this before, and it was not addressed. The number of items that Mr. Malinowski has concerns about, and trusting that it is all going to get fixed after we pass this, he does not feel is prudent.

Mr. Manning moved, seconded by Mr. Malinowski, to refer this back to the committee.

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Mr. N. Jackson inquired if it is time sensitive. This will not be taken up until February.

Mr. Manning inquired as to why it will be February.

Mr. Malinowski stated this is not a new item, so why can it not be picked up immediately.

Mr. Smith stated the matter has already been to committee, so it can go back to clarify these matters. Once those matters are clarified, if the committee so desires, it can be moved forward at that point.

Mr. N. Jackson stated his point was the committee meets after the 2nd meeting. The 2nd meeting is next Tuesday, so the next meeting will not be until February.

Mr. Malinowski inquired if this is going to put a serious hindrance on this.

Mr. Ozbek stated he does not think so. This was coming from the Planning and Community Development; this is not a Public Works summative.

Mr. Price stated it is not time sensitive.

Mr. Livingston requested staff to check which committee this came through because he does not remember it coming through A&F.

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

The vote in favor was unanimous.

- c. Use of Assigned Funds – Salary Adjustments – Mr. Malinowski inquired if we had a work session on this because what he sees in front us raises some questions to him. He inquired if there is a possibility we could have a work session on this, so we can get some clarification on this. He stated we kept hearing about the Total Rewards, but Council never received any of the information until now.

Mr. Malinowski moved, seconded by Ms. Myers, to hold a work session to discuss this.

Ms. Myers inquired if the work session can be on December 11th.

Ms. McBride stated we need more time to read this. She inquired if this is time sensitive item.

Mr. Hanna stated it is time sensitive in the perspective that any delay that Council would want on our proposed plans to move forward with the implementation of pay increases for employees. As he understands it, the funding has already been approved by the Council to implement the pay increases.

Ms. McBride stated Council has already approved the funding for the pay increases.

Mr. Hanna stated that is his understanding.

Ms. McBride inquired as to what Mr. Malinowski's issue is.

Mr. Malinowski stated his issue is that at the last meeting there were numerous questions asked, not by just himself, but several of his colleagues, and we were just given the responses to this questions. They

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range anywhere from salary to other benefits (health, insurance, time off, and vacation). There are numerous items in here that were never fully explained to the Council and finally put in here because questions were asked. He is not against giving the employees pay raises, but he thinks we need to make sure that we have covered this thoroughly and know exactly why we are approving the pay raise when we do it. This work session would give us the opportunity to do so. Because the funding was approved in general, so it is there when, and if we decide to go forward with the pay raises. He is sure that we will, but we need to determine the amount of pay raises, who gets the pay raises, why do some get it and others don't. Other departments, in the past, have received pay raises to the exclusion of other departments. Based on that, he would like to come to a meeting of everyone to make sure we are on the same page and do what is best for the employees.

Mr. Gomeau inquired about how finite Mr. Malinowski wants to get with the data.

Mr. Malinowski stated the data that has been provided is all he needs. He just need some clarification on some of the information that has been provided.

Mr. Gomeau stated he was here when this started, but the assignment of funds was done. Somehow that got to a point where employees understood that the pay changes would take place in January. He does not know if that is entirely correct, but he does know there is an anticipation that this would be finished by then and the pay raises would be implemented. He just wants to be sure that everyone is clear on why this is happening, so when the employees go to Mr. Hanna's department, he will have an answer for them.

Mr. Malinowski stated, to him, we have finally been provided with the information. In one news brief that he saw on one of the bulletin boards in the County, it says, "This program is 70% complete. Stay tuned for final details." So if it was only 70%, we are still not all the way there.

Mr. C. Jackson inquired if it would be possible to allow for the requested work session, with the understanding that once that work session has occurred, the pay raises will be retroactive to the date that was initially indicated.

Mr. C. Jackson made a substitute motion, seconded by Mr. N. Jackson, to hold the work session, based on the results of the work session, whatever pay raises the Council may authorize, would be retroactive.

Mr. Malinowski requested the information about employees being told the pay raises would be effective in January.

Mr. N. Jackson stated questions were asked, and the responses are in the document. Is it just that we got it late or was it not in full detail?

Mr. Malinowski stated there is a lot of detail in there, and we just got it. He read through it and he has a lot of questions, and there was not time to get anybody to give the answers.

Mr. N. Jackson stated you got the answers...

Mr. Malinowski stated we got answers to the questions. The answers we got, caused him to need additional clarification.

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Mr. N. Jackson inquired if additional clarification means we have to have a work session.

Mr. Malinowski stated it depends on what the other Councilmembers want.

Mr. N. Jackson stated the work session was for Mr. Malinowski.

Mr. Malinowski stated he asked for it. He thought it would benefit anyone. You can vote it up or down.

Mr. Livingston moved, seconded by Ms. Myers, to call for the question.

Mr. Manning requested Mr. C. Jackson restate the motion.

Mr. C. Jackson restated his motion to authorize a work session to discuss the salary document, and once that work session has occurred, and is ready for vote of Council, the approval will allow pay raises to be retroactive to January 1st.

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

The vote in favor was unanimous to call for the question.

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

The vote in favor was unanimous.

- d. The Richland Program Development Team (PDT) requests a wage rate increase for Calendar Year (CY) 2018 and retroactive payment for wage rate increases for CYs 2016 and 2017 – Mr. Livingston stated the committee’s recommendation was to approve the salary increases, consistent with the contract and the County’s raises for FY17-18.

Mr. Malinowski stated the opening line of the briefing document states the D&S Committee took this item up, which he is sure is a typo. In addition, it is his recollection, on that particular day, a couple committee members had to leave, so the committee recommendation is based on 3 individuals. On p. 373, 1st paragraph, it states, “The Contractor shall be eligible.” It does not say they are entitled to. It says they shall be eligible. When you go down to the bottom of the page, footnote 1, says, “A review of PDT’s request for wage rate increase calculations revealed that the formula used in PDT’s calculations is inaccurate” and refers you to an attachment.

Mr. Livingston stated they did not use that formula.

Mr. Malinowski inquired as to what formula they used, or did they just approve it.

Mr. Livingston stated the recommendation is what the County employees received.

Mr. Malinowski stated, as of right now, we do not know what the County employees will receive because that is going to be at a work session coming up at the Retreat. He thinks we are moving forward, possibly giving somebody something that our own employees have not received yet.

Mr. Livingston stated we are talking about FY17-18.

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Mr. Malinowski stated, beyond that, there was information that he received that indicated there were discrepancies in the salaries that were being shown as paid to the employees, by the PDT, and what the employees were actually receiving.

Mr. Livingston stated that was discussed too.

Mr. Malinowski inquired as to the result. He does not see it here.

Mr. Livingston stated that is what their recommendation is based on.

Mr. Malinowski stated that is 3 people out of 11 on Council, or in this case 9.

Mr. Livingston stated Mr. Malinowski presents stuff, as Chair of a committee all the time, whether it is 2 or 3.

Mr. Malinowski stated he does, but it is not talking about hundreds of thousands of dollars either. He thinks this is something...he does not want to say it publicly.

Ms. Myers inquired, given Mr. Malinowski's concerns, would there be any harm in taking this up in the work session, in tandem, with considering the employees' raises. Then, we could air all of the questions and come to a decision. We could have the same motion that Mr. C. Jackson made for the employees.

Ms. Myers made a substitute motion, seconded by Ms. Kennedy, to take this up in the work session, and coming out of that work session, any decisions made would be retroactive.

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

Opposed: Manning, N. Jackson and Livingston

The vote was in favor of the substitute motion.

- e. Use of existing capital bond proceeds for fund architectural, engineering and design studies and to purchase equipment for the County's GIS (geographic information systems) program – Mr. Livingston stated the committee recommended approval of a resolution authorizing the expenditure of \$1,869,668 of the unspent proceeds remaining from the pursuit of Richland Renaissance for the purchase GIS program servers (\$350,000), the design of the revised Lower Richland Sewer Plan (up to \$750,000), the architectural and engineering evaluation of the County's Columbia Place Mall properties (up to \$400,000) and the body worn cameras (\$369,668).

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

Opposed: Malinowski and Manning

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

- f. Shakespeare Crossing Affordable Housing Development Project – Mr. Livingston stated the committee recommended to approve the request to award CDBG funding to Community Assistance Provider in the amount not to exceed \$166,448.00 for the completion of infrastructure at Shakespeare Crossing.

Ms. McBride stated it is her understanding that this project has been underway for approximately 2 years. She inquired if that is correct.

Mr. Livingston stated it may have been phases of it, but you would have to ask someone from Community Development.

Ms. Davis stated this has been underway for 2 years, but it is a multi-phase project. We are now entering into Phase II, and it is an up to Phase IV period project.

Ms. McBride stated one of the items listed in the briefing document is “construction of 8 of the planned 24 residential units”. She stated she has been by this place numerous times and there is no construction. There are no buildings, and the community is concerned because they have been told that this would be completed. It is her understanding that nothing has taken place in the last 6 months. She has visited the site, and this is not correct, in terms of construction of the 8 planned residential units, unless they are invisible.

Ms. Davis stated the work that has been taking place is on the infrastructure project. Because of the location of the property, we had to make sure the infrastructure was in place, as well as any safety concerns were being addressed.

Ms. McBride inquired as to what the statement on p. 389 means. Is this a mistake?

Ms. Davis stated this is referring to the fact that the work will begin. She believes it may have been a typo, but it will begin.

Ms. McBride would like for the community to receive an update on the status of this project, and when they can expect it to be completed. She would like to be copied on this update.

Ms. Myers inquired if any of the other bulleted items on p. 389 are incorrect. If so, is the funding that we are approving tonight going to be used for those 4 bullets. She would some clarity because if those items have not been completed we are not in Phase II; we are in Phase I.

Ms. Davis stated, in the work of the as build, if you look on p. 426, it speaks to Attachment “C”, which is the timeline. The work is supposed to be completed, to get us to the 4 units of the 20 – 24 units, by June 30, 2019. There are multiple sources built within this, to get us to this point, including State housing. We can definitely provide a status update.

Ms. Myers stated she does not think she asked the question properly. She inquired as to what the 1st Phase did. If those bullets are incorrect, what did the first funding do, and is this funding, that we are approving now, going to those things that are itemized in Paragraph 3, or where are we.

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Ms. Davis stated the first portion of the funding was for the soft costs, the acquisition of the land, and to get us to the infrastructure work, that was completed to create a stabilization wall. After that, there were some additional infrastructure that we have to complete for utility service and sewer lines. That took us through the end of this month, and into the first of next month. The next step, is to do the vertical for the first 4 units of the multi-phased project.

Ms. Myers stated that means the first 2 bullets have been completed.

Ms. Davis responded that is correct.

Ms. Myers inquired as to where the funding for the 2nd half of that, and the construction of the 8. Do we need additional.... If we are not at this stage, then is the funding that you are asking for going to deliver us to this stage, and beyond. She would like to be sure we are getting enough money to do what we say we are going to do.

Ms. Davis stated, for them, they have to do it in phases. So, they are knowing that it is going to take them to a point of getting through the infrastructure piece. The \$166,000 that we have on tonight's agenda, will get us through the infrastructure piece. After that, we will look at additional funding within Community Development to get us to the vertical.

Ms. Myers stated that is kind of different from what the briefing document said, so thank you for the clarification.

Ms. Davis stated they can still provide a status update for Council, as well as the community.

Ms. McBride stated she was not aware it was a County project. She inquired if it is a collaborative project. She was told the City was putting funding in.

Ms. Davis stated the City is not, but State Housing is. Midlands Housing Trust Fund and Wells Fargo are also contributing funds.

Ms. Myers requested a corrected briefing document. She is not sure where we are and what we have spent on what, and if we put enough money in it to do what it is...

Mr. Malinowski stated, under the "Issues" on p. 389, it says, "As reviewed by County Staff, the project is behind schedule", which leads credence to what Ms. McBride said in her opening statement. He inquired as to how much behind schedule they are.

Ms. Davis stated she will follow up with Council on that.

Mr. Malinowski stated, on p. 392, it states, "...included as Attachment A, as approved by the County..." that we have allocated \$166,448, but the amount shown on p. 426 is far in excess of that amount. So, if you could get that information also.

Mr. Livingston moved, seconded by Ms. Kennedy, to approve the committee recommendation, pending receipt of the information that was requested by Council.

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

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The vote in favor was unanimous.

- g. Request to provide funding to the Lourie Center – Mr. Livingston stated the committee recommended approval of the request for \$12,000.

Mr. Manning stated, for clarification, this is funding that somebody quit giving the Lourie Center.

Mr. Malinowski stated he thinks it is the United Way.

Mr. Manning stated United Way withdrew this amount of money, and Richland County Council is looking to step up to fill in a gap of what somebody else is not funding anymore.

Mr. Pearce stated this is his motion, and Mr. Manning is correct.

Mr. Manning stated he knew the answer. He just wanted it on the record.

Mr. N. Jackson inquired as to the amount of additional funding being requested.

Mr. Malinowski stated \$12,000.

Mr. N. Jackson inquired if this is continuous or a one-time request.

Mr. Pearce stated it is a one-time only item. He stated the funding of this particular program does need to be looked at, in terms of participation of the City and County. This was not the opportunity to do that. This was to bail out a program that transports elderly to their doctors, due to a funding cut. He agreed to make the motion with the understanding that he did not know where the money was coming from, and that the A&F Committee would have to look at it. The committee looked at, and sent it forward for approval. Next year, when this program comes up, he thinks it needs to be looked at, in terms of the relationship between the City and the County.

Mr. Malinowski inquired as to where the funding is coming from.

Mr. Livingston stated the recommendation is for the funding to come from the General Fund Contingency Fund.

Mr. N. Jackson stated nothing against helping in a situation like this. He just recalls some years ago where the request for \$146,000 was one-time, and that was 10 years ago. It has increased from \$146,000 to over \$160,000. That is why he asked the question...

Mr. Pearce stated it has actually been reduced from \$250,000, which was the original allocation, down to what it is now. The funding to the Lourie Senior Center was \$250,000, and was appropriated to build the center.

Mr. N. Jackson stated, initially we had a one-time request. He is not speaking to the building the center.

Mr. Pearce stated the entire history of this is it was \$250,000 commitment for a capital construction. Somehow, years ago, it got carried over as an operating, and we debated it over the years. If you recall, then, we put them on a reduction schedule, so their funding would be reduced every year.

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Mr. Malinowski stated it is \$159,000 now, but it has been at that for 3 – 4 years.

Mr. Pearce stated that is why he said this program needs to be evaluated, in terms of how it is going to be funded. And, that is not the issue tonight. It is simply whether to give them this money, this one time.

Ms. Kennedy inquired what the City is doing.

Mr. Malinowski stated they give about \$45,000 per year to our \$159,000. He stated, for clarification, Mr. Pearce said they had nowhere else to go. He would like to know if they approached the City with this request.

Mr. Pearce stated, actually, Mr. Rose passed this on to him, and he agreed to take it up after he left. He does not know the exact date when the City was approached. He said at the beginning, this program does need to be looked at, in terms of the relationship between the funding. This is not the time to do that. This is the time to deal with, do you want to give the \$12,000 and help this program, or do you not want to. At a later date, you can take up these issues of whether or not the City is funding adequately. Please let us be germane to the issue, discuss that, whether the not they get the \$12,000, or not. Vote it up or down, and move on.

Mr. Malinowski stated his question was relating to, a comment was made in your summary from the A&F Committee, that they had nowhere else to go, so he asked for clarification if they approached the City, or not. That was yes, no, or I don't know.

Mr. Pearce stated he was told they did.

Mr. Manning stated he would like to speak to what is germane to this issue. There is certainly a great need for the citizens, in our County, to have these services fulfilled through the remainder of this budget year. One of the things he is very proud of, as a member of Richland County Council, is that we get unfunded mandates from the Federal and State government, and now we have a situation where we have the opportunity to step up and take care of the citizens of Richland County one more time. His question was just, who shorted, that we are going to take care of our citizens.

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski and Livingston

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

The motion for reconsideration failed.

Mr. Gomeau stated he was just told the IGA with Town of Irmo ends at the end of December, so it is timing issue. Lexington County has already signed the IGA.

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

- a. Authorizing the extension of the term of the lease purchase agreement by and between Richland County, South Carolina and Mars Petcare US, Inc.; and other related matters – Mr. Livingston stated the committee recommended approval of this item.

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

Abstain: Myers

The vote in favor was unanimous with Ms. Myers abstaining from the vote.

- b. Authorizing a ten-year extension of the term of certain existing fee-in-lieu of ad valorem taxes agreements; committing to negotiate a new fee-in-lieu of ad valorem taxes agreement between Richland County and Amcor Rigid Plastics, LLC; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- c. A Resolution authorizing the extension of the exemption period under a December 15, 1998 fee-in-lieu of taxes lease agreement by and between Richland County, South Carolina, and Huron Tech Corp., as succeeded by Kemira Chemicals, Inc., and authorization of a new fee-in-lieu of taxes agreement – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

19. **NOTIFICATION OF APPOINTMENTS**

- a. Richland Memorial Hospital Board – 4 – Mr. N. Jackson stated the committee recommended re-appointing Timothy E. Davis.

Mr. Pearce stated, for clarification, since there were no other applicants, that the existing Board members would continue their service until replaced.

Mr. Smith responded in the affirmative. If you have a situation where you have current Board members, and you have a situation where there is a gap between the expiration of their term and the appointment of a subsequent member, then they would continue to serve until their replacements are identified and voted on.

Mr. Pearce stated he wanted that confirmed publicly because of the issues related to the ongoing

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consolidation. It is critical that the Board stay full, and have members on it. He inquired if the vacant positions have been re-advertised.

Ms. Roberts responded in the affirmative.

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

The vote in favor was unanimous.

- b. Airport Commission – 1 – Mr. N. Jackson stated the committee recommended re-appointing Mr. Joel McCreary.

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

The vote in favor was unanimous.

- c. Accommodations Tax – Two (2) Vacancies (One applicant must have a background in the Cultural Industry; One applicant must have a background in the Hospitality Industry) – Mr. N. Jackson stated the committee recommended appointing Mr. Christian B. Norton.

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

The vote in favor was unanimous.

20. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS COMMITTEE

- a. Move that the Rules & Appointments Committee review the current County Council Rules and offer amendments for consideration by Council that would clarify exactly how County Council voting will occur with specific reference to how a non-vote (i.e. not a “yes”, “no”, or “abstain” vote) from a member present at the meeting shall be counted or not counted [PEARCE] – Mr. N. Jackson stated the committee recommended the following language be added to Council Rules: “If a member is present and does not declare a vote or an abstention, his/her vote shall be recorded as “present but did not vote.”

Mr. Manning inquired as to who the members of the Rules and Appointments Committee is.

Mr. Malinowski stated the members are Ms. McBride, Mr. N. Jackson, Ms. Kennedy, and himself.

Mr. Manning stated, as a point of order, he does not believe this is properly before us.

Mr. Malinowski stated to expand on why, and we will get the Parliamentarian’s opinion.

Mr. Manning stated Rule 4.1: Standing Committees (c) Rules and Appointments states “... consisting of three (3) members” so he does not believe this committee is properly constituted. Thus, I do not believe this is properly before us.

Mr. Malinowski stated all he can say is the Chair appointed these individuals. If that is actually the case, and it is upheld, then we probably need to go back and rescind every item that approved by that

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committee while there were four (4) people serving on it.

Mr. Smith stated, again, you could waive the rules and address it in that fashion, but that is a matter that is within the Council's discretion, in terms of how you want to handle it.

Mr. Manning stated the rest of the sentence states this committee "functions as a review, oversight, and advisory body on the rules of County Council concerning appointments to County boards, commissions and committee." So, that would be a 2nd reason that he would believe this is not properly before us because this does not have to do with a County board, commission or committee. He stated he did not mean to upset anybody, but you got him to paying attention because it seemed like there were a rule that he was not following and you have been working real hard to get him in order, so he started reading the rules.

Mr. N. Jackson stated Mr. Manning was correct, but when the Chair was assigning motions to committees, this is the committee she sent the motion to.

Mr. Manning stated, again, his contention is that he does not believe the committee was properly constituted. If the Chair sends something to a wrong committee, and the committee is not properly constituted, and if the rules say that is not under the purview of the committee. If you could point to the rule that says that, if the Chair of County Council says something, it does not matter what the rules say anymore, he would be happy to look at rule.

Mr. N. Jackson stated that has been the practice of the Chair for the last 2 years.

Mr. Malinowski stated he would be willing to accept a motion from Mr. Manning, if he would like to have everything that was done by the Rules Committee in the past year purged. We can have the Clerks look for it, and rescind everything and start over.

Mr. Manning stated he was sticking with his point of order that he does not believe what has just now been brought to us is properly before us.

Mr. Livingston stated, according to Roberts Rules, if a point was not raised during the time when a rule was violated in a meeting, we could ratify all of our previous decisions, as it relates to the Rules Committee.

Mr. Smith stated you could go back and ratify what you have previously done.

Mr. Livingston moved, seconded by Mr. Manning, to ratify all of the previous decisions of the committee, and defer this item before us.

Mr. Malinowski stated, it was his understanding, that if something is not according to the rules it needs to be reconsidered before the next meeting. If it is not, it does make any difference; those items have become official business.

Mr. Smith stated the rules say, if you vote on an item, at a previous meeting, that at the subsequent meeting, if you approve the minutes from the previous meeting, and that item was voted on at the previous meeting, that becomes the action of the Council.

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Mr. Malinowski stated, for clarification, there is no need to ratify everything in the past because this should have been brought up previously.

Mr. Smith stated, to the extent, that you have, in all of these instances, approved the minutes at the previous meetings, then you would have approved that in that way. To Mr. Livingston's point, to the extent that you did not, then this vote just ratifies anything that may relate to the issue that Mr. Manning just raised.

Ms. McBride stated, for the clarification, did the Council establish these rules regarding the number of members to serve on a committee.

Mr. Smith stated they established them through the adoption of the rules.

Ms. McBride stated, so the Council could easily correct that, by changing the number of members on a committee, correct?

Mr. Smith responded in the affirmative.

Mr. Livingston stated that is why he is deferring Mr. Manning's item until we change the rules.

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

The vote in favor was unanimous.

Mr. Pearce stated, for clarification, so by not voting, he just voted yes. And, so did Ms. McBride and Mr. Manning.

Mr. Malinowski responded in the affirmative.

Mr. N. Jackson stated he does not know if he should continue or not.

Mr. Malinowski stated he does not think he should because you cannot give a report from an illegal committee.

Mr. Manning stated, as a point of clarification, he would use the wording "not properly constituted" and not an "illegal committee".

Ms. Myers moved, seconded by Ms. McBride, to suspend the rules and enlarge the committee, by consent of this Council, and allow Mr. N. Jackson to continue the report of the committee that spent hours working on it and brought it forward.

Mr. Malinowski stated the remaining items were held in committee.

Ms. Myers stated the public deserves that we use their time wisely. Procedural maneuvers that make it seem as if we cannot move forward...we all know we can move forward by a simple vote. So, moving forward is the logical thing to do.

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

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Opposed: Manning

The vote was in favor.

- b. Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses [N. JACKSON] – Mr. N. Jackson stated this item was held in committee to obtain additional information.
- c. Clarify the misleading term “cannot call names” during Citizens’ Input. Formal names can be called, but no name calling will be allowed outside of your formal name [N. JACKSON] – Mr. N. Jackson stated the committee recommended that no derogatory, or negative information, be presented. You can call a person’s name for clarification.

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

The vote in favor was unanimous.

- d. Bring forward all motions that were not resolved and place them on the appropriate agenda [N. JACKSON] – Mr. N. Jackson stated the committee recommended the Clerk’s Office provide a monthly update to staff and Council on all motions made, and their status.

Mr. Livingston inquired if we are amending the Council Rules.

Mr. Malinowski stated there have been some questions as to motions that have been made, that after a while, seem to disappear. This is a way of assuring that all of the motions are accounted for.

Mr. Livingston stated he thought amending the Rules required 3 Readings.

Mr. Malinowski stated it is not an ordinance; it is Council Rules.

Mr. Manning moved to suspend all of the rules, and take up whatever action we want to do tonight because people put a lot of hours in...

The motion died for lack of a second.

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

Abstain: Manning

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

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

- a. NAICS (North American Industry Classification System) Code Funding Limit – Mr. N. Jackson stated, during the OSBO Ad Hoc Committee meeting on July 10th, staff was directed to work on the Small

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Business and present a size standard recommendation to the committee for consideration. Pursuant to the conclusion of the Small Business Focus Group, with representatives from the SLBE industry, and the completion of the research of the size and standards prescribed by local government, the committee recommended the size standards as follows: Construction (\$7 Million); Architectural (\$3 Million); Professional Services (\$3 Million); Engineering (\$2.5 Million); and Wholesale Operations (\$2 Million). The committee, and Council, is asked to either continue with the current approved size standards, or make any necessary modification. Staff recommends no changes to the size standards, as listed in the ordinance.

Mr. N. Jackson stated there is a graduation program. When a business reaches a certain level it graduates from the program permanently, and it cannot get back on the program. Right now, in some of the industries, we are limited in Richland County with the amount of businesses that are available to do some of these contracts. If the standard is that low, as it is now, when these people graduate from the program, then we have to start reaching to Lexington County, and other counties. It is a decision that Council will have to make. For example, Charleston is almost double what we use here in Richland County. We can keep it as it is, and when these companies graduate, which some have already graduated, then the opportunities would go to other counties. The Small and Local Business Enterprise was really designed for Richland County.

Ms. Myers moved, seconded by Mr. C. Jackson, to accept staff's recommendation.

Mr. C. Jackson stated he thinks one of the challenges we need to issue is that we ensure that there are opportunities for, not just surface orientations, professional development or program development opportunities, but some real training programs that provide for interested, budding entrepreneurs to be able to actually qualified and become certified and eligible. He has heard from a couple of people out there that said they are not comfortable, in terms of, knowing what they need to do to become eligible or certified, and become an active participant, even though they have a fledgling/budding new business that is trying to start up. Of course, we have sessions here, and we invite people to come, but he thinks it needs to be more than that. This is a systemic problem. The School District, that he came from, had this problem annually, in terms of, trying to make sure there was adequate representation. They had to go to a system of allowing those small businesses to fall under the umbrella of larger organizations, who had the bonding capacity, and capital ability, in order to help them get up and get started with enough work, so they could become legitimate competitors, in the process.

Mr. Manning stated, for clarification, that the motion is that we do not change what we are doing.

Mr. Malinowski responded in the affirmative.

Mr. Manning inquired as why we are opening the door to make motions that we do not change what we are doing. It seems like if what we are doing is what we are doing, then we do not need a motion to do anything, or if we do, we need a motion that we allow staff to keep doing everything they are doing that we are not changing.

Mr. Malinowski stated this is an item that went to this committee to be reviewed, and come back to Council with some type of action. They, as in many committee, apparently did not reach anonymity, so they asked Council to either continue with current approved standards, as listed in the ordinance, or make modifications to increase it. We have now got a motion on the floor to follow the staff recommendation, which is to keep things the same. Mr. Manning is entitled to make a substitute

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motion, if he disagrees.

In Favor: Myers and McBride

Opposed: Malinowski, C. Jackson, Kennedy, N. Jackson and Livingston

Abstain: Manning

The motion failed.

- b. SLBE Program Graduate Recommendations – Mr. N. Jackson stated, at the July 10th OSBO Ad Hoc Committee meeting, members expressed concerns regarding the SLBE Program Gross Annual Revenue Standards. The ordinance states, "Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program." A SLBE firm shall be permanently graduated from the SLBE Program after its three (3) fiscal year average gross sales exceeds the standard limit eligibility. The committee recommends that the size standards eligibility requirement, as it relates to graduation criteria, be addressed in Council for approval. He stated that we have not made a decision on this in the last three (3) years, but the small businesses in the program have reached a point to graduate now. There are less businesses in Richland County that can apply for these contracts. The Penny Tax Program was designed to help small and local businesses in Richland County, but because of the standard limits, when they graduate from the program, that is it. They cannot apply anymore. We have to use businesses now from other counties. And, other counties have protected their small and local businesses in adjusting the standards, so they can, at least, apply for the contracts for most of the jobs in their county. In Richland County, it is different.

Mr. C. Jackson stated he thinks it is appropriate to go back to the committee. He will certainly make sure he is at the committee to share with the committee, rather than simply, permanently suspending, or expelling organizations for having done well, that we create an opportunity where they might, in turn provide some mentorship, or bring some new fledgling/budding businesses under their fold. And, by doing that, maybe given an opportunity to have a waiver, so they would not be eliminated. He would say there are better ways of doing business and helping business organizations grow in our County, and not punishing them once they have reached a certain level, over a three (3) year period, by kicking them out, but reward them for going out and creating opportunities for other businesses to come under them, that may not have the capacity, at the time.

Mr. Livingston stated he is not sure what we need to do about this, but we do need to look at it. We need to have our staff to answer the question, in terms of, how many of our small businesses are about to graduate out of the program, how many are we going to be losing as a result of these particular standards. And, to look at how we compare to other counties, in terms of, our standards. He stated we need to look at the standards. He is not ready to say what they ought to be, but he thinks we, at least, should defer this and take a step back and look at the standards more carefully.

Mr. Manning moved, seconded by Mr. Livingston, to defer Item 21(a) and (b) and send them back to the committee.

Mr. Malinowski stated we already voted on Item 21(a), so you would have to reconsider that.

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Mr. Manning stated he thought he heard that was going back to the committee, but he did not hear that as a motion.

Mr. Malinowski stated he did not either. It just failed to pass to keep it the same. Nothing further was mentioned.

Mr. Manning stated, which does not make it go back to committee, thus his motion.

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

The vote in favor was unanimous.

- c. Status of Mentor Protégé Program – Mr. N. Jackson stated staff has completed the development of the draft mentor protégé program, which incorporates the feedback received from small and local businesses during the August 22nd Small Business Focus Group meeting. The pilot mentor protégé program is designed to motivate and encourage prime contractors and mentors to assist with developing small and local business enterprise protégés in Richland County. The committee recommends that Council approve the draft mentor protégé program, as a pilot program, and also using one of six industry categories when developing the mentor protégé program teams.

Mr. Malinowski inquired if there is any cost to the County in this particular program.

Mr. N. Jackson stated there is no costs. All of the businesses volunteer, and the OSBO Office also participates in the training and the mentoring program.

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

The vote in favor was unanimous.

22. REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County [FIRST READING] – Mr. Malinowski stated the committee recommends that Council approve staff's recommendation, with the elimination of the potential for jail time.

Mr. N. Jackson stated he would like to add the comments from the McEntire Air National Guard. McEntire Air Guard is very vital to the community, and because of BRAC, he wants to make sure everything we do is in line to prevent being affected by BRAC.

Mr. Malinowski stated that added language would be, "Noise generated by military operations are also exempt."

Mr. Livingston inquired, if we are referring to jail time.

Mr. Malinowski stated the committee was suggesting to follow the recommendation, but eliminate the potential for jail time.

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Mr. Livingston stated, most of, the other ordinances he looked at mentioned jail time. Isn't this a magistrate issue? Why don't we leave that up to the magistrate?

Ms. Kennedy stated, when we are talking about this noise ordinance, over in her district they seem to have a problem with a shooting range, or something is going on. The residents are constantly being bothered by this all times of the night, and all times of day. She inquired if this will cover the noises coming from this shooting range. She stated she has not found it yet, but the residents have called the County about it, and they have slowed down a little.

Mr. Malinowski stated, in the change of the ordinance on p. 473, 2(a) says, the following noises shall be exempt from the prohibitions of paragraph (1), even when they cause a disturbance. If you go down to viii. it states, "Noise generated by licensed hunting on property where it is allowed." You would have to know if what you are talking about is hunting, or actual shooting.

Ms. Kennedy stated this is not hunting. This is shooting. Actually, she does not know whether they are hunting for somebody, or not. She knows the noise is in all of her communities. She stated the Sheriff's Department has been notified about it. They might be killing people; we do not know.

Mr. N. Jackson stated, for clarification, is Ms. Kennedy talking about an established business, or an established practice in the community.

Ms. Kennedy stated she has not been able to find it. She stated if they are killing people in the mornings, and at night, District 7 would like to know about it. She stated they have reported it constantly, and nothing seems to be being done. If it is a shooting range, the residents do not want it.

Mr. Malinowski stated it also says, "Noise created by any government-sponsored events or privately organized sports, recreation, or athletic events." So, if you have a business out there that is some kind of recreation activity they are exempt. He stated he thinks shooting ranges are covered by State law.

Ms. Kennedy stated, what if we do not want them exempt? And, the residents are wondering how come they are only in certain district. That only certain people are being kept up all night, and all day.

Mr. Malinowski stated he believes there are shooting ranges in all districts.

Mr. Malinowski inquired if shooting ranges are covered by State law.

Mr. Smith stated he does not know whether or not they are.

Ms. Kennedy stated she would like to send it back to committee, and let them do some more research on the noise, and what the people are shooting at.

Mr. N. Jackson inquired what sending it back to committee to find out the location have to do with what is before us.

Mr. Malinowski stated, the way he is hearing it, is Ms. Kennedy is asking about an item that has not been covered in the either prohibited, or the not prohibited section. The item is shooting ranges, or shooting on property. She wants to know if this can somehow be looked into, as to if it is an allowable event.

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Mr. Pearce stated, for clarification, this is an ordinance; three readings and a public hearing.

Mr. Malinowski stated we can get answers on 2 other readings.

Ms. Kennedy inquired if Major Cowan knew where the ranges were, or if we have some unwanted creatures in her district that people are shooting at.

Chief Cowan stated he is not sure what area Ms. Kennedy is speaking of, but he would be glad to meet with her.

Ms. Kennedy inquired if they had gotten any calls from the residents of Meadowlake, Lincolnshire, and other areas, about the gunfire. She knows the residents called, because she called after they called her.

Chief Cowan stated they get calls periodically, from around the county, for shots fired, and we respond to every single one of them. If there is a specific location where you believe shooting is coming from, then he, or anyone from the Sheriff's Department, can meet with her to look at it. He stated there are some ranges, close to her district, run by the State and Sheriff's Department that we may need to talk about. But, it should not impact the ordinance. The ordinance, that we are asking to be pushed forward, should not impact Ms. Kennedy's concerns. He thinks they can address her concerns, without it negatively impacting the ordinance.

Ms. Kennedy stated, so if we pass this, her concerns will be addressed because she has been there before when we have passed stuff, and then the concerns are overlooked. She does not intend to be overlooked.

Mr. Manning stated, for clarification, what we have in front of us does have the imprisonment.

Mr. Malinowski responded in the affirmative.

Mr. Manning stated he heard Mr. Malinowski say that staff recommended that not be here.

Mr. Malinowski stated the committee recommended that be removed, and it has not been removed in what we were provided.

Mr. Pearce inquired if there is a motion on the floor.

Mr. Malinowski stated the committee recommendation is what is being debated.

Mr. Pearce made a substitute motion, seconded by Mr. Manning, to approve the document, included in the agenda packet, which will leave the jail time in, and leave it to the discretion of the magistrate's court.

Mr. Malinowski inquired if the Sheriff's Department investigate/enforce, such as this, if there is no imprisonment time in the ordinance.

Chief Cowan stated they still will enforce the ordinance.

Mr. N. Jackson inquired, for clarification, as to which motion Council is voting on.

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Mr. Malinowski stated we are voting on the substitute motion.

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

The vote was in favor of the substitute motion.

Ms. Myers wanted to be clear that we voted out the specific McEntire request.

Mr. Malinowski stated Mr. N. Jackson requested that be placed in there.

Ms. Myers stated the substitute motion was to vote on what was before us.

- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [FIRST READING] – Mr. Malinowski stated the committee recommended Council approve a pilot program in neighborhoods that do not have HOAs; consult with Legal to ensure we are allowed to do this, so it is not said we are singling out these people over others; and potentially placing “No Overnight Truck Parking” signs at the entrance to neighborhoods.

Mr. Malinowski stated, once the pilot program is approved, Legal has to ensure that this is something that is allowable, in conjunction with staff. Staff will need to develop something, and provided it to Legal for input.

Ms. Kennedy stated we are sitting up here making all these things, like the ordinance that we took all those hours discussing. She hopes, if we are going to roll on this, we are going to enforce it because the sign ordinance is certainly not being enforced properly. She does not intend to sit here each time voting, and wasting her time, when we are going to vote and nothing is going to be done. We promise the citizens one thing, then turn around and not enforce it. The Sheriff’s Department cannot enforce stuff that we do not report. This came up some years back, and it has not been enforced.

Mr. Manning inquired if the Ordinance Review Ad Hoc Committee looked at overall ordinance enforcement. They each, individually, talk about what the penalties and enforcement. We have issues with business licenses at strip clubs, that are not official strip clubs, but it is going on. There are shootings, at some of the clubs. He thinks that if the committee has not already, not related to individual ordinance issues, but the whole global issue of ordinance enforcement, within Richland County, if the committee has done that, or is that something he needs to make a motion to get them to look at that.

Mr. Malinowski stated this has just been the start of a piecemeal way of doing it. Motions were made, sent to the committee, and they are acting individually on them.

Mr. Manning inquired if there is wording about homeowner association, in the technical, legal language. He goes to community meetings all the time, and they are like we are a homeowner association, but they are really not. They are just a community group, or neighborhood association. Are we using that synonymously, or is the actual, technical language...he does not know if the Secretary of State makes you that. He inquired how a homeowner association is officially, legally a homeowner association.

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Ms. Powell stated that is established by a community association's bylaws and covenants.

Mr. Manning stated a neighborhood association bylaw can make them an official homeowner association, with all of the legal rights that go with a homeowner association, and they do not need to record that, or register that?

Ms. Powell stated it is registered at the Secretary of State's Office.

Mr. Manning inquired, if that language is in here that a homeowner's association has registered with the Secretary of State, so everybody that reads this knows...

Mr. Malinowski stated not in the portions that we had at the committee.

Mr. Manning requested that language be added.

Mr. N. Jackson stated, usually when a developer develops a community, and anyone tries to purchase a property, the developer develops the homeowner's association until the properties are built out, then it is turned over to the homeowners. The developer usually has the bylaws, and a board until everything is built out.

Mr. Manning inquired if it is recorded with the Secretary of State.

Mr. N. Jackson responded in the affirmative.

Mr. Manning stated, that is his point, so that we all know the technical, legal terminologies, so that if someone says they are a homeowner association that our language is going to be clear that they are per that standard.

Mr. N. Jackson stated he thinks the pilot program is for those homeowner associations that is not registered by the Secretary of State, and does not have covenants in their community. Most of them have it where you cannot park trucks, but the older subdivisions, that does not have any governance, are the ones the pilot program is for.

Mr. Manning stated, if you have to be registered by the Secretary of State to be a homeowner association, then how are they a homeowner association, if they are not.

Mr. Malinowski stated the committee recommendation was the pilot program in neighborhoods that do not have a homeowner's association. Staff is to create a pilot program, with the necessary language for "No Overnight Parking of Trucks" in these neighborhoods that do not have homeowner's associations. Staff will provide the language to Legal to make sure we are on solid legal ground, and then bring it back here for a subsequent reading.

Mr. Manning inquired for a neighborhood to be considered a neighborhood, for a neighborhood grant, the neighborhood is registered with the County as an association, in some way.

Ms. Powell stated, not necessarily. That grant process requires that you be a community organization, not a homeowner's association.

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Mr. Manning inquired if 4 people could get together, and say they are a neighborhood, and be in this pilot program. He is just curious as to who is this.

Mr. Malinowski stated he thinks that is why we want staff to create something and have it reviewed by Legal.

Ms. McBride stated we needed staff support because these organizations are sort of loosely knitted, even though the communities are there together. They are 20 or more that have been working on this for years and years, and nothing has been done. This was the only means that we felt, at least, we could start something. Not only will staff, which includes the Sheriff's Department, because that is a very important component, and we will also involve those communities that we have been working with for the past 2 years. In addition to that, we are supposed to provide the necessary resources, so the Sheriff's Office can do the enforcement of these laws. Once we have done that, we can get a report back seeing how effective this is, and possibly move forward countywide.

Mr. Manning stated he totally agrees with that. Those associations that have been doing that, and working on this have officers. Their president comes to the Richland County Neighborhood Group. They get neighborhood grants, so those people he knows. He knows who they are based on them getting grants. He thinks that we need to, in some way, and it sounds like we are going to do that, ensure they are constituted as neighborhood association. When we use HOA, then that becomes a technical term registered. That is a way to know them, but these other groups...he wants to be careful that we have a way of codifying because the ones that we know, we know. He knows how we know them, by virtue of them getting grants, and by being a part of the neighborhood association.

Ms. McBride stated this is a pilot project; therefore, it is going to be limited. We already know some of the communities that may be involved.

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

Opposed: Malinowski

The vote was in favor.

Mr. Manning stated, for clarification, Mr. Malinowski's vote was not necessarily you were against the item. He was just being careful that it was not on the consent agenda.

Mr. Malinowski stated he supported it coming out of committee on the pilot program. It was just to keep it off the consent agenda, until we get all the finalities.

- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses, Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification [FIRST READING] – Mr. Malinowski stated they ran out of time when this item came up in committee, but in haste, the committee recommended approving staff's recommendation. The recommendation is on pp. 478 – 479.

Mr. N. Jackson stated, for clarification, this did not include cutting the grass down from 24 inches to 12 inches.

Mr. Malinowski stated we ran out of time in committee, and a motion was hurriedly made to forward it

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to Council with the staff recommendation.

Mr. N. Jackson inquired, of staff, if this includes reducing the grass height from 24 inches to 12 inches.

Mr. Malinowski stated the backup documentation says 2 feet.

Mr. N. Jackson made a substitute motion, seconded by Mr. Pearce, to change the height of the grass from 2 feet to 1 foot.

Mr. Malinowski stated the purpose for this potential ordinance amendment is to amend the time for notification. It did not say anything about doing anything else.

Mr. N. Jackson stated it was a rush in, and rush out. If we had extended the time, that would have been added. He is adding it now, as a substitute motion, to include cutting it from 24 inches to 12 inches.

Mr. Manning stated 2 feet is also included in the previous item.

Mr. N. Jackson amended his motion to change it from 2 feet to 1 foot in the previous ordinance, as well.

Mr. Malinowski stated his problem with this particular motion was that this is one of those that makes it for the entire unincorporated County.

Ms. Kennedy stated some subdivisions already have it.

Mr. Malinowski stated this is for those that do not have their own rules and regulations set forth. This is one, that way back when this started, we asked the Planning Department to come up with an ordinance that was not a one-size fits all, and this is a one-size fits all.

Mr. Manning stated Section (d), line 2, it says, "in a developed residential area".

Mr. Malinowski stated he was not focusing on that. What he was focusing on is that this was put here originally, so as to amend the time for notification. The time for notification, under (d) also, it says "In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation. " He stated that seems to go against everything that our country stands for, which at this point, you are now guilty and have no chance to prove yourself innocent, or to cure the violation. It says you can immediately be cited, and that is that.

Mr. N. Jackson stated, if you have been previously cited.

Mr. Malinowski stated, so 10 years later, he is renting again to somebody else. There is no timeframe in here. He does not think that because you were...I could have been previously cited. I cured the problem, but now I am cited again. Because of the words here, "I was previously cited", even though I may have cured it the day I received the notice, I am now automatically guilty, even though I corrected the problem.

Ms. Myers suggested a friendly amendment to Section (d) to add, "within the last twelve (12) months, without cure."

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Mr. Pearce stated we are forgetting here that we have a magistrate's court system, with educated people, who are going to make educated decisions about these things. So, if someone was cited 10 years before...he stated he is not a magistrate, but he beats a magistrate would say, "It's been 10 years, we'll give him another chance." That is what that system is all about.

Mr. Malinowski stated we are not talking about a magistrate here. We are talking about, it says, "enforcement action may be immediately taken".

Mr. Pearce stated enforcement might mean taking him to the magistrate.

Mr. Malinowski stated enforcement in here, according to this, says that the County can come cut, they can hire somebody to come do it, and you are going to be billed for it. He understands what Mr. Pearce is saying, but according to this, you are not even going to make it to the magistrate. Also, down on Section (f) Removal by county, on line 3 it cuts it back to 14 calendar days, which he questions with holidays and other things. He stated he would rather see it 14 business days. But then it says, "...elapsed after such notice has been served, deposited in the United States Mail, or posted upon the premises..." He stated he can tell you he put it in the mail, but what proof do I have. There should be some type of return receipt, registered, that makes it official. It would like to see something in there that would be used as legal terminology. Posted on the premises; some kid can come up and tear that off 10 minutes after it is posted. He does not see as a duly given notice. If we are so intent on doing this, where it says, "and the cost of doing so may become a lien upon the property..."we should make it, "it will become a lien." Make it more serious for those people who are violating our ordinances, and telling you they are not going to do anything. And, we need a specific way and time that it is sent through the mail, and posted upon the premises does not work, at all.

Ms. McBride stated we have a motion on the table, right?

Mr. Malinowski stated he is asking for an amendment before we get back to 2nd Reading on it, so they have time to do that.

Mr. N. Jackson did not accept Mr. Malinowski's amendments.

Mr. Pearce stated, as he understands it, the motion on the floor is to pass this with the grass modification, and Ms. Myers' amendment.

Mr. Malinowski stated he was asking the maker of the motion to accept these other amendments, which is to clarify the way something is deposited in the mail. Make it more official, not just we put it in the mail. And, to eliminate posting upon the premises.

Mr. Manning moved, seconded by Ms. McBride, to call for the question.

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

Opposed: C. Jackson

The vote was in favor of calling for the question.

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

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Opposed: Malinowski

The vote was in favor of the substitute motion.

23. **REPORT OF THE PINWOOD LAKE AD HOC COMMITTEE**

- a. Pinewood Lake Park Foundation Inventory Disposition – Mr. Malinowski stated the committee recommended to direct the Interim Administrator to meet with the Foundation and the Conservation Commission to try and resolve the ongoing dilemma of having the park functioning. Once that is done, a report will be submitted to the committee for recommendations to the full Council.

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

- a. Department of Juvenile Justice – Staff Recommendation of O’Neil Court for a new location – Ms. Myers stated we have been in discussions about the need to have the DJJ to get a new, and separate facility, because they will be moving out of the courthouse. Having had discussions with Clerk McBride, who was very helpful, and the DJJ staff, the committee recommend that we allow DJJ to use the facility at 144 O’Neil Court for their operations, and that we authorize staff to proceed with upfitting the facility, with an estimated cost of \$50,000. Budget and Grants has identified a source of funding for the \$50,000.

Mr. Malinowski inquired where the funding was identified.

Mr. Hayes stated the funding is coming from the General Fund contingency fund.

Mr. Malinowski stated the request is for doing all of that now, and to be completed by the end of March. He inquired if we would need some type of MOU with this group, prior to them taking possession of a County building.

Mr. Smith stated he would imagine we may need a lease, or something like that. If it is one of the agencies that we are required, by State law...

Mr. Malinowski stated, for clarification, if we are required by State law, we do not need MOUs.

Mr. Smith stated he would not say we do not need them. We have not typically done them. We had recommended, some years ago, that we do leases, even if it is an agency, which we are required by State law to do. We have been working on that, but have not completed that process. If the Council wishes for us to do that, in this instance, we can.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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- b. COMET Request for a temporary bus stop on the Dillard's property at Columbia Place Mall – Ms. Myers stated this was a request from the COMET to create a temporary bus stop at the Dillard's property at Columbia Place Mall. After discussion with the COMET, and discussion in the committee meeting, the committee recommended the COMET be allowed to create a permanent stop across from the Dillard's property at Columbia Place Mall. The COMET will bear the costs of that. There will be an agreement between the County, and the COMET, to allow for that bus stop.

Mr. Malinowski stated there is a statement that says, "The COMET is prepared to assist Richland County with upgrading the path for buses, with higher grade asphalt." It seems to him it should be the COMET is prepared to pay all costs associated with.

Ms. Myers stated Mr. John Andoh from the COMET is here and that is what was decided.

Mr. Malinowski stated he is looking at 2 different drawings, and he does not know which one we are voting on; p. 506 shows bus stops going right down the middle of the parking lot to the front of the mall; p. 509 shows a path of travel and a loop, but he does not...

Ms. Myers stated that is misleading. It is image #1 on p. 504 of the agenda. There was a lot of discussion in the meeting about where to put this stop. Mr. C. Jackson brought it to our attention that you did not want the stop in front of the Dillard's door. The COMET has agreed that the stop will be across from the Dillard's. Unfortunately, all the pictures from the discussion were included in the packet, but there will not be a bus stop at the door of the Dillard's facility. And, before this completed, the COMET will bring back the design and we will have another opportunity to look at it.

Mr. Andoh stated the correct rendering is located on p. 510.

Mr. Malinowski stated it is still on the same side as Dillard's, just out by the street.

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

Opposed: Manning

The vote was in favor.

- c. Possible use of the Brookfield Drive Property (RSD2 Donation) – Ms. Myers stated the committee has requested staff to bring additional information back to us before we take action. We have been offered 2 parcels of property, across from Richland Northeast High School, at Brookfield Drive, by Richland District Two. While one of the parcels is, in the committee's opinion, useful for the County, we would like the staff to come back and tell us what the uses to be made of it are, and what the cost would be associated with that. And, where the funds would come from.
- d. Letter requesting County to purchase property at 215 Monticello Road – Ms. Myers stated a request came before the committee to purchase a piece of property at 215 Monticello Road. The committee is recommending that we decline the offer, and instruct staff to respond to the potential seller, that we would not be interested in purchasing any property. We are awaiting new guidelines on purchases of and sale of property, within Richland County.

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

The vote in favor was unanimous.

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

- a. Approval to expend BAN proceeds on Transportation Projects prior to expenditure of sales tax revenue – Mr. C. Jackson stated the committee recommends approval of this request.

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

The vote in favor was unanimous.

- b. Approval of draft letter for Transportation Penny Bikeway Project's sharrows to be maintained by the City – Mr. C. Jackson stated the committee recommended approval of the letter.

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

The vote in favor was unanimous.

- c. Mitigation Bank Credit Sales – Mr. C. Jackson stated the committee recommends the sale of the mitigation bank credits.

Mr. Livingston inquired if these funds go back into the Penny Program.

Mr. Manning inquired if the property was purchased with Penny funds.

Mr. Livingston stated if the property was not purchased with Penny funds, then his question does not matter.

Mr. N. Jackson stated it was purchased before the Penny came along.

Mr. Livingston stated he thought this was something that purchased with Penny funds.

Mr. Pearce stated it was purchased with Penny funds.

Mr. Livingston stated there were several purchases with Penny funds. He was going to make the clarification.

Mr. Epps stated it was purchased with Penny funds.

Mr. N. Jackson inquired if all the mitigation properties that was purchased over the years were purchased with Penny funds.

Mr. Epps stated just the mitigation bank.

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Mr. N. Jackson stated we purchased property that could be used as mitigation property before the Penny Tax was approved.

Mr. Epps stated there were some properties that were purchased with Stormwater funds, but the mitigation property, that we currently have, was purchased with Penny funds.

Mr. N. Jackson stated that is the one you currently have, but that was not his question. His question was if property was purchased without Penny funds because we started purchasing mitigation property before the Penny Tax was approved.

Mr. Epps stated he is not sure about that.

Mr. Malinowski stated he does not know if it was purchased as mitigation property, rather than just property.

Mr. Pearce stated we have purchased several tracts for mitigation. What are you presently calling the mitigation bank? What block of land are you calling...because that is the issue here...

Mr. Epps stated the block of land that is called the "mitigation bank" is off of Old Bluff Road and the Lower portion of the Millcreek tract; about 1,300 acres right off the Congaree River. That is the Millcreek Mitigation Bank property, and that was purchased with Penny funds. The mitigation credits sales money goes back to the Penny.

Mr. Pearce inquired if this is the first big sale that we have had.

Mr. Epps stated it is not.

Mr. Pearce inquired as to what we did with the money from the previous sale.

Mr. Epps stated it all goes back to the Penny.

Mr. Pearce stated the precedence has already been set for it to go back to the Penny. He thought we purchased some land, prior to that that we put the money for, but he does not know where that tract exactly was.

Mr. Epps stated Mr. Pearce might be remembering the Broad River. There was a mitigation bank on the Broad River, that still exists, and that was not purchased with Penny. That was quite a while ago.

Mr. Malinowski inquired about the Ted Hopkins property.

Mr. Epps stated that was purchased with Stormwater funds, and we still own that.

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

Opposed: Myers

The vote was in favor.

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Mr. Pearce stated, for the record, when we made those purchases there was a lot of questions about that. He thinks we are beginning to see the fruits of our labor, with those mitigation banks. If we did not have them, we would be having to expend quite a bit of additional funding.

- d. Polo Road Shared Use Path Condemnation – Mr. C. Jackson stated the committee recommended approving the condemnation of the Polo Road Shared Use Path.

Mr. Malinowski stated he asked Mr. Smith to legally determine if condemnation can be made in this instance.

Mr. Smith stated he spoke with Dr. Thompson and he explained to him what was taking place, and why the request had been made to condemn. Apparently, there is an issue between the property owner and the lienholder. In order to move the project forward, if you authorize condemnation, we will just put the funds in the court and have those two fight it out regarding who is going to get what share of that.

Mr. Malinowski stated he thought it was mentioned in committee they asked us to approve this, but they were close to getting a deal.

Dr. Thompson stated they have not been able to reach an agreement.

Mr. C. Jackson stated he asked them about that today, and they still feel they can get that done.

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

Opposed: Malinowski

The vote was in favor.

Mr. N. Jackson inquired if the items on today's Transportation Ad Hoc Committee meeting were going to be addressed tonight.

Mr. C. Jackson stated those items will come back at the December 11th Council meeting.

26. **OTHER ITEMS**

- a. FY19 District 4 Hospitality Tax Allocations – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion failed for reconsideration.

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- b. FY19 District 10 Hospitality Tax Allocations – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, N. Jackson, Livingston and McBride
The vote in favor was unanimous.

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

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

The motion failed for reconsideration.

Ms. Myers stated there is a mistake on her allocations. She stated it should be the Lower Richland Alumnae Foundation; and World Affairs Council amount should be \$2,000; leaving the balance at \$15,200.

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

- a. Personnel Matter Update

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

The vote in favor going into Executive Session was unanimous.

Council went into Executive Session at approximately 9:27 PM and came out at approximately 9:35 PM.

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

- a. Personnel Matter Update – No action was taken.

28. **MOTION PERIOD**

- a. To make a change order to the Upper Township Magistrate contract to include brick for the outside of the entire structure. Additional funding associated with this change order must be identified and approved by County Council. Unanimous consent as an agenda item for action to the Dec. 4, 2018 meeting is requested [KENNEDY] – This item was referred to the A&F Committee.

Mr. Pearce requested that we specify when this item will go to committee. He stated if we do not specify it, it will probably end up in February.

Mr. N. Jackson stated it is not supposed to. The rules say, “any motion made on the 1st meeting of the month is supposed to be...”

Mr. Malinowski stated it is supposed to be at the meeting on the 18th, based on the Rules.

Mr. Manning stated the Chair of the committee could call a Special Called meeting, and the item could

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be on the Council agenda next week.

Mr. Manning moved to suspend the rules. We have done that all night.

Mr. Malinowski inquired if we can do that during the motion period.

Ms. Kennedy inquired if we are talking about (a).

Mr. Pearce stated he is trying to speed it up.

Ms. Kennedy stated she would like to ask a question, while we are speeding it up.

Mr. Malinowski stated normally we do motions, they are sent to committees, and we do not debate and discuss them. He asked Mr. Smith to comment on that.

Mr. Smith stated the purpose of the motion period is for the Council to address the motions that are the agenda, and for them to be directed to a specific committee for them to take up.

Mr. Livingston stated he thought this item was added to the agenda.

Mr. Malinowski stated we did not, so it is going to A&F.

Mr. Manning stated he made a motion about this item. He either needs that to be ruled out of order or died for lack of a second.

Ms. Kennedy stated she had her hand up.

Mr. Malinowski stated we asked the Parliamentarian, and he said this is not a time to make motions, so the motion was out of order.

Mr. Manning moved, seconded by Ms. Kennedy, to suspend the rules.

Mr. Smith stated it will require unanimous.

Mr. Malinowski inquired about what Mr. Manning wants to do with this item.

Mr. Manning stated he wants to suspend the rules to start with.

Mr. Malinowski stated we need to know why we are suspending the rules.

Ms. Kennedy stated we have comments to make.

Mr. Livingston inquired about which rule is beings suspend.

Mr. Malinowski stated the rule that motions are directed to the committees, staff, etc. and not discussed here.

Mr. Pearce stated he does not understand why we are voting to suspend the rules.

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Mr. Malinowski stated because Mr. Manning made a motion to do so.

Mr. Manning stated whatever rule was the rule that said we could not talk about now. And, he believes when the suspended the rules earlier it was not unanimous consent vote, but now it take unanimous consent to suspend the rules, but it did not earlier.

Mr. Smith stated you did not suspend the rules because you did not get unanimous because there was one Council member that voted against it.

Mr. Malinowski stated, if Mr. Manning would like to make a specific motion as to what you want to accomplish in suspending the rules, he will entertain that; otherwise, he is going to continue.

- b. When individuals who have volunteered their time and complete their service on Richland County Boards & Commissions, County Council currently has no means of recognizing this service. I move that Council direct the Clerk of Council to develop a suitable document or other item for presentation to the individual as a way of thanking them for their contribution and service to the County [PEARCE] – This item was referred to the Clerk of Council.
- c. All Boards and Commissions staffed with volunteer citizens have various opportunities for multiple terms. It has become the practice of the Rules & Appointments Committee to treat incumbents seeking additional terms exactly the same as new applicants. No “extra credit” is given for an incumbent whose service may have been exemplary. I believe this practice is unfair and potentially detrimental to the welfare of the Boards and Commissions as valuable experienced individuals are being lost simply because new candidates may have performed better in their 5 – 10 minute interviews. I move that the Rules & Appointments Committee review this situation and begin to provide some type of consideration for candidates seeking additional terms. [PEARCE] – This item was referred to the Rules & Appointments Committee.
- d. Rural Zoning vs. Open Space Provision – Rural minimum lot size is 0.76 acre lots. Open space provision will allow high density lots with green space set aside. The uses for housing are similar but the capacity is different; therefore, there should be a zoning change from any current zoning to another defined use. [N. JACKSON] – This item was referred to the D&S Committee.
- e. Everyone, including Elected Officials, receiving funding from Richland County during the budget process will submit quarterly reports [MALINOWSKI and MYERS] – This item was referred to the A&F Committee.
- f. Moving forward, the Administrator and newly hired Richland County Department Heads must reside in Richland County, except those obtaining positions by succession [MALINOWSKI] – This item was referred to Legal.
- g. Revisit the Renaissance Plan at the 2019 Council Retreat [DICKERSON] – This item was referred to the Council Retreat.
- h. I move that the County Council Retreat Agenda and packet attachments be prepared and delivered to all County Council members five working/business days prior to the initiation of the retreat. [MANNING] – This item was referred to Administration and the Clerk of Council’s Office.

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25. **ADJOURN** – The meeting adjourned at approximately 9:50 PM.

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A RESOLUTION

RELATING TO THE DECLARATION OF INTENT BY RICHLAND COUNTY, SOUTH CAROLINA, TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE BY THE COUNTY OF ITS TAX-EXEMPT DEBT.

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (the "Regulations") which authorizes an issuer to reimburse itself from the proceeds of tax-exempt debt; and

WHEREAS, Richland County, South Carolina (the "County"), anticipates incurring certain expenditures up to \$3,103,000 (the "Expenditures") relating to the Corrective Action Plan to address the South Carolina Department of Health and Environmental Control Consent Order on the Broad River Waste Water Treatment Facility (NPDES SC0046621) (the "Project") prior to the issuance by the County of tax-exempt debt for such purpose; and

WHEREAS, the County anticipates issuing tax-exempt debt to fund capital improvement needs for Richland County Utilities including the Project; and

WHEREAS, the Regulations require that the governing body of the political subdivision declare an official intent to reimburse an expenditure prior to the incurrence of the expenditure.

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 ADOPTED BY RICHLAND COUNTY COUNCIL:

Section 1. Richland County Council (the "Council") hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Section 1.150-2 of the Regulations to reimburse the County from the proceeds of tax exempt debt to be issued on behalf of the County pursuant to South Carolina state law, for Expenditures with respect to the Projects. The Council anticipates incurring Expenditures with respect to the Project prior to the issuance on behalf of the County of tax-exempt debt for such purposes.

Section 2. The County anticipates incurring certain Expenditures up to \$3,103,000 for the Project.

Section 3. The Richland County Council (the "Council") hereby authorizes the use of funds of the Broad River Utilities System or other funds on hand as the source of funds for the Expenditures with respect to the Project.

Section 4. 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.

Section 5. The Expenditures are incurred solely to acquire, construct, or rehabilitate property and/or equipment having a reasonably expected economic life of at least one (1) year.

Section 6. Council hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Regulation §1.150-2 to reimburse the County from the proceeds of debt financing to be issued pursuant to South Carolina state law for Expenditures with respect to the Project.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the offices of Richland County.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF _____, 2018

Kim. W. Roberts
Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



December 5, 2018

FIRST CLASS and
CERTIFIED MAIL – 9214 8969 0099 9790 1413 4801 41

Mr. Shahid Khan
Richland County
7525 Broad River Road
Columbia, SC 29063

Re: **Consent Order 18-050-W**
Richland County Broad River Road WWTF
NPDES Permit SC0046621
Richland County

Dear Mr. Khan:

Enclosed, please find fully executed Consent Order 18-050-W for the above referenced facility. The Order is considered executed on November 30, 2018.

If you have any questions, please contact me at (803) 898-1768 or by e-mail at shawah@dhec.sc.gov.

Sincerely

Anastasia Shaw, Enforcement Project Manager
Bureau of Water - WP Control Division
WP Compliance and Enforcement Section

cc: Melanie Hindman, SCDHEC, WP Compliance and Enforcement Section
Veronica Barringer, SCDHEC, EA Midlands Region, Columbia Office
Weijia Hu, SCDHEC, Water Facilities Permitting

Attachment as stated

**THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**IN RE: RICHLAND COUNTY/BROAD RIVER WWTF
RICHLAND COUNTY**

CONSENT ORDER

1 8 - 0 5 0 - W

Richland County owns and is responsible for the proper operation and maintenance of its Broad River wastewater treatment facility (WWTF), located at 1183 Shadywood Lane, in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.

Richland County failed to comply with the permitted limitations for biochemical oxygen demand (BOD), *Escherichia coli* (E. coli), and total suspended solids (TSS) contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0046621.

In accordance with approved procedures and based upon discussions with agents of Richland County on October 3, 2018, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Richland County owns and is responsible for the proper operation and maintenance of its Broad River WWTF located at 1183 Shadywood Lane in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0046621 to Richland County, authorizing the discharge of treated

- wastewater into the Broad River, in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein. The permit was reissued effective April 1, 2018, and expires March 31, 2023.
3. Richland County and the Department entered into Consent Order 15-011-W, executed on February 15, 2015, as a result of violations of the permitted discharge limits for fecal coliform (FC). The Consent Order required the submittal of a corrective action plan (CAP), a capacity, management, operation and maintenance audit (cMOM), and a civil penalty. Richland County submitted the CAP, cMOM audit, and paid the penalty as required by the Consent Order. Richland County is currently making improvements to its collection system, and submits quarterly updates to the Department. Consent Order 15-011-W remains in effect.
 4. Richland County reported violations of the permitted discharge limits for BOD and TSS on discharge monitoring reports (DMRs) submitted to the Department for the January 2018, April 2018, and May 2018 monitoring periods. Richland County reported violations of the permitted discharge limits for E. coli on DMRs submitted to the Department for the April 2018, May 2018, and June 2018 monitoring periods.
 5. On March 2, 2018, Department staff issued a Notice of Violation (NOV) to Richland County for the BOD and TSS violations reported on the DMR submitted to the Department for the January 2018 monitoring period. As Richland County had included an explanation for the violations on the DMR, citing poor solids management as the reason for the violations, no response was required. The NOV was delivered on March 5, 2018.
 6. In a letter to the Department dated May 15, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the April 2018 monitoring

period. In the letter, Richland County explained that it had attempted to run its WWTF in dual mode while making repairs to the sequencing batch reactor basins. The letter stated that the WWTF defaulted to storm mode and wastewater that was not fully treated was discharged. Richland County stated it then went back to a three (3) basin mode of operation, and returned to compliance with the permitted discharge limits. Also in the letter, Richland County stated E. coli violations were detected on three (3) days during the April 2018 monitoring period. These violations were attributed to the WWTF being in storm mode, a power surge which caused failure of the ultraviolet (UV) system, and a slug of oil and grease that was illegally dumped in Richland County's collection system.

7. On June 22, 2018, Department staff issued a NOV to Richland County for the BOD, TSS, and E.coli violations reported on the DMR submitted to the Department for the April 2018 monitoring period. As explanations for the violations were provided in Richland County's letter dated May 15, 2018, no response was required. The NOV was delivered on August 6, 2018.
8. In a letter to the Department dated June 6, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the May 2018 monitoring period. The letter stated the TSS and BOD violations were the result of mechanical failure of critical components, which were subsequently repaired. Richland County also stated E. coli violations were detected on five (5) days during the May 2018 monitoring period. These violations were attributed to a "high grade oil being dumped onto the plant", and equipment failure.
9. On October 3, 2018, Department staff held an enforcement conference with agents of

Richland County to discuss the BOD, TSS, and E. coli violations cited above. Among those in attendance were Mr. Shahid Khan, Utilities Department Director, and Mr. Joel Wood, a consultant. Mr. Wood submitted to the Department a document detailing the corrective actions already taken to meet the permitted discharge limits for BOD, TSS, and E.coli. Mr. Wood read through the document, explaining each of the corrective actions in detail. In addition to equipment replacement and repairs, and adding a second UV system, Mr. Wood stated that Richland County has begun holding bi-weekly meetings with essential staff, and contracted with the equipment vendors to conduct annual inspections of the equipment and to train new staff on proper equipment operation procedures. Mr. Khan stated that most of the violations cited in the Findings above were due to circumstances beyond Richland County's control, such as a powerful storm, unusually cold weather, a computer malfunction, and a slug of oil and grease that entered the WWTF from an unknown source. The possibility of a Consent Order containing a civil penalty was discussed.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. Richland County violated the Pollution Control Act, S.C. Code Ann. § 48-1-110(d) (2008 & Supp. 2017) and Water Pollution Control Permits Regulation 3 S.C. Code Ann. Regs. 61-9.122.41(a) (2011), in that it failed to comply with the BOD, TSS, and E. coli effluent limitations of NPDES Permit SC0046621.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating

the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008 & Supp. 2017), and S.C. Code Ann. § 48-1-100 (2008 & Supp. 2017), that Richland County shall:

1. Within sixty (60) days of the execution date of this Order, submit to the Department a Corrective Action Plan (CAP) and a schedule of implementation, reporting the corrective actions that have been taken and corrective actions planned to adequately address the potential source(s) contributing to the BOD, TSS, and E. coli violations. The schedule of implementation shall include specific dates or timeframes for the completion of each action and details as to how each action effectuates compliance with effluent discharge limits of NPDES Permit SC0046621. The schedule of implementation of specific corrective action steps proposed under the CAP shall be evaluated by the Department and, upon Department approval, the schedule(s) and corrective actions shall be incorporated into and become an enforceable part of this Order.
2. Within thirty (30) days of the execution date of this Order, pay to the Department, a civil penalty in the amount of four thousand three hundred forty dollars (**\$4,340.00**).

PURSUANT TO THIS ORDER, communications regarding this Order and its requirements, including civil penalty payments, shall be addressed as follows:

Anastasia Shaw, Enforcement Project Manager
SCDHEC, Bureau of Water - WP Enforcement Section
2600 Bull Street
Columbia, South Carolina 29201

The Order number should be included on all checks remitted as payment of the civil penalty.

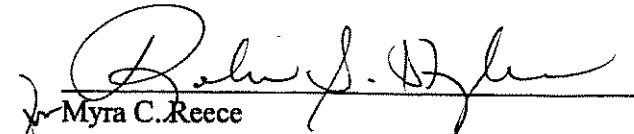
IT IS FURTHER ORDERED AND AGREED that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

IT IS FURTHER ORDERED AND AGREED that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

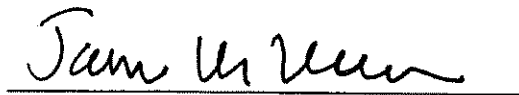
THE PARTIES UNDERSTAND that the “execution date” of the Order is the date the Order is signed by the Director of Environmental Affairs.

[Signature Page Follows]


FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL CONTROL


Myra C. Reece
Director of Environmental Affairs

Date: 11/30/2018

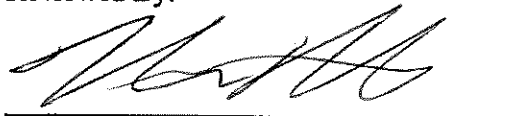

James M. Marcus, PhD, Chief
Bureau of Water

Date: 11-28-18


Randy Stewart, Director
Water Pollution Control Division
Bureau of Water

Date: 11/27/18

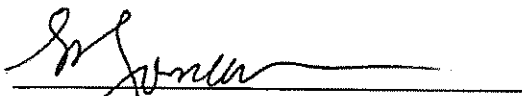
Reviewed By:


DHEC Legal Counsel

Date: 11/29/2018

WE CONSENT:

RICHLAND COUNTY


Edward Gomeau
Interim County Administrator

Date: 11-26-18



Emergency Repairs to address BRRWWTP Consent Order

On the 26th of February 2015, the Broad River Waste Water Treatment facility (BRRWWTP) was issued a consent order that requires a comprehensive review of the system, identify priority deficiencies and developing a corrective action plan (CAP) to address the deficiencies for both the collection system and the treatment facility. The County submitted a sequence of CAP which have being incorporated into and become an enforceable part of the order.

On November 5th 2018, the county received yet another proposition of a consent order which resulted from a series of violations and an enforcement conference held on the 3rd of October, 2018. The proposed order reinstated the dire need to schedule the implementation of corrective actions to bring the system to optimal operation. The report from the operations and maintenance department has consistently revealed the need for comprehensive assessment of collection and treatment facility, replacement of nonfunctional equipment and controls. To further confirm the urgency of these needs, on the 15th of November, 2015 (Detailed reported elsewhere) the plant experienced about 0.5MGD sewer sanitary overflow (SSO) which is largely a result of broken equipment (decanters) and sub-optimal control system.

Due to the numerous undesirable occurrences, the county's staff has developed an emergency list of replacement and renewal project that has to be conducted Urgently. This project listed are both to improve the health of operations of the plant and to meet with the requirement of the order. The listed item forms part of the undoing Capital Improvement Program (CIP) developed by the Utility Staff.

All cost estimate made are based on values compiled from estimates obtained from similar work order or "back-of-the-envelope" calculation. Funds may be greater or less than presented.

Item	No	Cost /item	3rd quarter (FY 19)	4th quarter (FY 19)	Justification
Sequential Batch reactors (SBR)	4	\$188,000	\$752,000		The BRRWWTP has four (4) Sequential Batch Reactors (SBR) and each one requires two decanters to operate at optimal conditions. All the decanters are old and have undergone several repairs over the years. Currently, four of the decanters are broken beyond repair there limiting treatment process to only 2 SBR's. Operating less than 4 SBR has been a major contribution to many of the violations / SSO at the plant. This fund is required to purchase four (4) new decanters
Floats for decanters in digesters	2	\$8,000	\$16,000		The facility has two digesters (that operates in series) that provides pretreatment of the sludge generated during waste water treatment. Each digester has decanters that return the supernatant of the digestion process to headworks. Two of the decanter has broken floats making then nonoperational. Currently, only one of the digesters is functional which implies that one of the solid pretreatment processes is omitted and can potentially cause a violation. Also, the process is important to ensure there is always adequate volume for solid digestion which is essential for optimal plant operation. This fund is required to purchase two (2) new floats
Biosolid treatment unit	1	\$1,500,000		\$1,500,000	The review of the existing sludge handling system (i.e. digesters, dewatering and ancillary equipment) provides a recommendation for a robust biosolid treatment unit that can adequately cater current and future capacity. This fund is required to cover the design, equipment cost and installation of a new centrifuge system
Replace pump at Bearing Distributor	1	\$40,000	\$40,000		The bearing distributor is one of the four major lift stations that discharge to the BRRWWTP. This fund is required to replace one of the pumps at this lift station.

Raise Manholes	10	\$10,000	\$100,000		One of the requirements of the consent order was to evaluate possible sources of significant Inflow and Infiltration (I&I). The evaluation study identified manholes along the creek at Shadywood lane with significantly low elevation and potential source of significant I&I in the system. 10 manholes were identified as part of the corrective plans. This fund is required to raise the identified manholes
BRRWWTP Process Evaluation	1	\$25,000	\$25,000		As a requirement of the consent order, It was stated that RCU comes up with a plan to address the potential source of recent violations (i.e. BOD, TSS and E.coli). It is essential that the current treatment process undergo a comprehensive evaluation to identify if any of treatment process contributes to any of these violations. This fund is to conduct a comprehensive process evaluation of the plant
Plant SCADA fiber testing	N/A	\$10,000	\$10,000		The SCADA system is used to monitor and control all major operations at the BRRWWTP and its functionality is largely dependent on a properly designed communication system. Currently, there have been significant failure in communication within the system with data reported showing dysfunctionality of various component of the plant. It is unknown the source of discontinuity or data loss. This project is to troubleshoot the SCADA communication system
Lift station pump service	4	\$50,000		\$200,000	As part of the daily maintenance of the collection system and the requirement of the consent order, all lift stations are to be inspected and properly maintained. Findings from the maintenance department propose that some of the pumps at a number of lift stations require immediate service. This fund is to service pumps at the identified stations
Headwork screen device	1	\$260,000		\$260,000	The bar screen is a primary treatment equipment which if not functional can impair downstream treatment and break equipment in the subsequent treatment process. Currently, the BRRWWTP has a step screen with large spacing and practically achieves less than 10% solid removal. This fund is include a drum screen with higher solid removal efficiency to the headworks

Grit Collector	1	\$200,000		\$200,000	The grit collector is a part of the primary treatment equipment .Just like the bar screen, grit removal aids downstream treatment and protect reduces the wear and tear on downstream equipment. The grit system currently at the facility is obsolete. This fund is to design and install another grit removal system.
Total			\$943,000	\$2,160,000	\$3,103,000

Monthly Financial Budget Update

OCTOBER

Fund	FY19 Adjusted Budget	Oct. FY19 Expenses	Oct. FY18 Expenses	Total to Date	Balance as of October 31	% Expended
General Fund Total	177,722,628	51,995,895	49,637,504	51,995,895	113,137,004	29%
Special Revenue Total	233,536,776	21,694,921	29,617,591	21,694,921	199,361,748	9%
Capital Projects Total	177,147,864	10,842,731	32,529,224	10,842,731	100,958,605	6%
Debt Service Total	124,759,626	19,513,663	19,715,964	19,513,663	105,245,963	16%
Enterprise Total	45,429,383	11,296,620	10,479,378	11,296,620	7,579,797	25%
Millage Agency Total	432,959,930	27,075,558	35,287,317	27,075,558	405,884,371	6%
Grand Total	1,191,556,207	142,419,389	177,266,977	142,419,389	932,167,488	12%

Open Encumbrance Totals:

General Fund	12,589,728
Special Revenue	12,480,107
Capital Projects	65,346,527
Debt Service	N/A
Enterprise Total	26,552,966
Millage Agency	N/A
Grand Total	116,969,328

Notable Issues:

THERE ARE NO OCTOBER ISSUES

Tuition Assistance Program

Instructions for Requesting Tuition Reimbursement

ELIGIBILITY FOR TUITION REIMBURSEMENT:

Only Regular, full-time employees are eligible to apply for participation in the TAP program.

Any TAP (Tuition Assistance Program) monies paid by the County to or on behalf of an employee will represent a pay advance to the employee. Each TAP recipient authorizes the County to deduct from his/her final paycheck any such balance remaining if the employee has not successfully fulfilled his/her service time obligations to the County under the TAP Procedure.

The employee must remain employed by the County for one (1) years from the date of the completion of the approved TAP course. If the employee leaves employment with the County prior to the expiration of the one (1) year period (for whatever reasons, including involuntary termination) the employee must repay all TAP monies received during the preceding one (1) year.

Prior to receiving TAP funds, the employee must authorize (in writing) the County to deduct any TAP monies from his/her compensation (paychecks) and (if applicable) provide the County with additional funds owed at the time of termination. This authorization is obtained via the *Request for Tuition Reimbursement* form.

INSTRUCTIONS FOR EMPLOYEE:

1. Inform supervisor, prior to the budget process, of any planned requests for TAP courses during the upcoming fiscal year.
2. Complete the *Request for Tuition Reimbursement* form, which includes the course name, institution offering the course and location.
3. Class schedule, course description, cost of book(s), date(s) and time(s) of class(es) and cost of tuition for the course(s) must be submitted with form.
4. A separate request must be submitted for each class or course [not a degree].
5. Forward request form for approval to Department Head for recommendation.
6. Once the *Request for Tuition Reimbursement* form is signed off by the Department Head, the Form and accompanying documentation must be forwarded to Human Resources (HR).
7. Human Resources will review the request and forward to the County Administrator for approval.
8. If approved, the *Request for Tuition Reimbursement* form is held in *pending* status in HR in an active Tuition Reimbursement file. A notification email will be sent to the requestor from HR to acknowledge receipt of the form.
9. Upon course completion, employee must submit certified copy of the final grade (transcript or grade report) and receipts for eligible expenses to HR within ninety (90) days.
10. Once all documentation is received within the designated timeframe, HR will sign off on the request and then forward to Finance for final approval.
11. Employees may not request TAP for a course if receiving payment from another source. Employee must inform supervisor of any other funding received for courses requested using TAP funds.



Request for Tuition Reimbursement

Employee Section	
Employee Name:	Date of Request:
Job Title:	Department:
Course # and Title:	Undergraduate or Graduate:
Course Begin Date:	Course End Date:
Enrollment Period: <input type="checkbox"/> Spring <input type="checkbox"/> Fall <input type="checkbox"/> Summer <input type="checkbox"/> Winter	Course Grade if Completed:
Describe how course is directly related to your job or career advancement (attach additional sheets if necessary):	
<p>Pending the recommendation of my Department Head, review by the Human Resources Director, and approval by the County Administrator, I am requesting approval to participate in the training program mentioned above. I understand that I may receive assistance in the form of reimbursement pay for expenses (which will be considered a pay advance) such as tuition and books, upon successful completion of the course. If however, the County or I terminate my employment with the County prior to one (1) year after the completion of this training, I understand that I must reimburse Richland County the entire cost of this training/development pay advance agreement and/or have all outstanding pay advance for training/development deducted from my paycheck(s). I am not requesting reimbursement or pay advance for a course paid for by another source (i.e., grants, scholarships, etc.)</p>	
Employee's Signature: _____ Date: _____	

Department Head's Recommendation:
Supervisor or Department Head must review request and make a written recommendation. This recommendation must include a specific list of how the employee anticipates using the knowledge and skills from the course on the job. Use course description and job description to document and illustrate how course is job or career advancement related. (Please check off the below boxes)

Is course attendance during regular working hours? Yes No

Departmental budgetary funds are available

Class attendance will not interfere with department operations

Source of Funding (budget account number): _____

Department Head Signature: _____ **Date:** _____

Human Resources Recommendation:

Course is directly job or career advancement related

Request complies with County policies, guidelines and procedures

Human Resources Signature: _____ **Date:** _____

County Administrator Recommendation:

Course is directly job or career advancement related

___ Approved ___ Disapproved

County Administrator Signature: _____ **Date:** _____

Finance:

Finance Director Signature: _____ **Date:** _____



Request for Tuition Reimbursement

Employee Section	
Employee Name:	Date of Request:
Job Title:	Department:
Course # and Title:	Undergraduate or Graduate:
Course Begin Date:	Course End Date:
Enrollment Period: <input type="checkbox"/> Spring <input type="checkbox"/> Fall <input type="checkbox"/> Summer <input type="checkbox"/> Winter	Course Grade if Completed:
Describe how course is directly related to your job or career advancement (attach additional sheets if necessary):	
<p>Pending the recommendation of my Department Head, review by the Human Resources Director, and approval by the County Administrator, I am requesting approval to participate in the training program mentioned above. I understand that I may receive assistance in the form of reimbursement pay for expenses (which will be considered a pay advance) such as tuition and books, upon successful completion of the course. If however, the County or I terminate my employment with the County prior to one (1) year after the completion of this training, I understand that I must reimburse Richland County the entire cost of this training/development pay advance agreement and/or have all outstanding pay advance for training/development deducted from my paycheck(s). I am not requesting reimbursement or pay advance for a course paid for by another source (i.e., grants, scholarships, etc.)</p>	
Employee's Signature: _____ Date: _____	

Department Head's Recommendation:
Supervisor or Department Head must review request and make a written recommendation. This recommendation must include a specific list of how the employee anticipates using the knowledge and skills from the course on the job. Use course description and job description to document and illustrate how course is job or career advancement related. (Please check off the below boxes)

Is course attendance during regular working hours? Yes No

Departmental budgetary funds are available

Class attendance will not interfere with department operations

Source of Funding (budget account number): _____

Department Head Signature: _____ **Date:** _____

Human Resources Recommendation:

Course is directly job or career advancement related

Request complies with County policies, guidelines and procedures

Human Resources Signature: _____ **Date:** _____

County Administrator Recommendation:

Course is directly job or career advancement related

___ Approved ___ Disapproved

County Administrator Signature: _____ **Date:** _____

Finance:

Finance Director Signature: _____ **Date:** _____

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Tuition Assistance Pay Reimbursement / Pay Advance (TAP)	Number: 7.03
EFFECTIVE DATE: 8/1/2009	Page: 1 of 5
REVISION DATE: 8/1/2009	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Administration

PURPOSE:

Richland County encourages all employees to take advantage of educational opportunities that will help them in professional development and help position them to take advantage of promotional opportunities with the County.

Richland County recognizes and supports the importance of learning and development. At the same time, the County must balance financial responsibility and develop guidelines to ensure mutual benefit for both the employee and the County. Therefore, the purpose of these guidelines is to guide employees and management on the procedures related to the Tuition Assistance Plan (TAP).

Any TAP monies paid by the County to or on behalf of an employee will represent a pay advance to the employee. Each TAP recipient authorizes the County to deduct from his/her final paycheck any such balance remaining if the employee has not successfully fulfilled his/her service time obligations to the County under the TAP Procedure.

DEFINITIONS:

- A. Course – A program that is offered for credit or certification by an accredited educational institution.
- B. Department–Required Training – Training which is paid for by the County through the department’s budget, including that which is required or mandated by law, certification agencies or County policy.
- C. Directly Job-Related – Directly job-related means a course or seminar that is the same or closely related to the employee’s profession, technical skills or position. The course must maintain or improve skills required to meet the requirements found in his/her job description or for advancement to a higher level position, any applicable law or regulation, or any express requirements imposed by the County for bona fide business reasons.
- D. Eligible Expenses – Out-of-pocket tuition, fees, and book costs for which employees are not already receiving funds (through another source, e.g. Veterans Affairs Benefits, scholarship funds, grants, departmental tuition reimbursement or educational incentive programs). Such costs shall not exceed the in-state tuition rate of the South Carolina University system, the South Carolina Technical College system, or South Carolina Community College system (as applicable).
- E. Tuition – A fee for instruction at an accredited or County-approved institution of learning.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Tuition Assistance Pay Reimbursement / Pay Advance (TAP)	Number: 7.03
EFFECTIVE DATE: 8/1/2009	Page: 2 of 5
REVISION DATE: 8/1/2009	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Administration

PROCEDURE:

1. Only Regular, full-time employees are eligible to apply for participation in the TAP program.
2. To receive TAP reimbursement:
 - 2.1. An employee must obtain written recommendation from the Department Head, review by HRD and approval by the County Administrator prior to starting a course, training or seminar.
 - 2.2. The course must be directly job-related as determined by the Director of HRD and the County Administrator.
3. Budget permitting, reimbursement is made at the following schedule with grading as established by the respective educational institution:

Grade
A-C
There shall be no reimbursement for courses for a grade of less than C or failing in a pass/fail course.

4. The employee is expected to satisfactorily fulfill his/her work obligations and generally work his/her normal full schedule. Courses may be taken during working hours only upon the written approval of the Department Head. If such approval is obtained, the Department Head may decide if the employee must take annual leave or make up the appropriate work time in another manner. The employee must complete all assignments on time.
5. The employee must remain employed by the County for one (1) years from the date of the completion of the approved TAP course. If the employee leaves employment with the County prior to the expiration of the one (1) year period (for whatever reasons, including involuntary termination) the employee must repay all TAP monies received during the preceding one (1) years. Prior to receiving TAP funds, the employee must authorize (in writing) the County to deduct any TAP monies from his/her compensation (paycheck) and (if applicable) provide the County with additional funds owed at the time of termination.
6. All TAP requests must be submitted and approved in accordance with this procedure regardless of the source of County funds and even if the employee is to receive reimbursement from department funds.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Tuition Assistance Pay Reimbursement / Pay Advance (TAP)

Number: 7.03

EFFECTIVE DATE: 8/1/2009

Page: 3 of 5

REVISION DATE: 8/1/2009

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: Council
& Administration

7. An employee is eligible to receive TAP monies for up to five (5) courses a calendar year.
8. There is a limited amount of TAP funding allocated each fiscal year. Therefore, funds will be distributed on a “first-come, first-serve” basis, based on the date the completed request is received by HRD and approved by the County Administrator.
9. The County will not reimburse an employee for any course paid by another source (e.g., grants, scholarships, veterans benefits, etc.).
10. “Skill Gaps” and other deficiencies must be funded by the department and not the TAP fund.
11. The County has no financial responsibility for any tuition, books fees or costs incurred by a County employees unless, prior to incurring such expenses, the employees has been approved for TAP by HRD and the County Administrator.
12. TAP reimbursement requests must be received by HRD within ninety (90) days of the completion of the class to be eligible for reimbursement.

Footnote: EMPLOYEE TAX LIABILITY: *This is not tax advice*

1. The County complies with the Internal Revenue Code Provision and the U.S. Internal Revenue Service (IRS) Regulations relating to employer-reimbursed educational assistance withholding taxes.
2. Under current tax law and regulation, tax liability determination is made based on several factors, such as but not limited to: minimum educational requirements for the job; whether the course is graduate or undergraduate; whether the course improves current job skills or complies with a law/ regulation/ rule of the County; and whether completion of the course will qualify the employee for a new position or make the employee eligible to take an examination which would qualify him/her for a new position. A “course by course” analysis applies to non-taxable tuition.
3. The County shall not be responsible for any personal tax liability for any employee as a result of the TAP benefit.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Tuition Assistance Pay Reimbursement / Pay Advance (TAP)	Number: 7.03
EFFECTIVE DATE: 8/1/2009	Page: 4 of 5
REVISION DATE: 8/1/2009	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: Council & Administration

RESPONSIBILITIES:

1. Employee

- 1.1. Inform his/her Supervisor, prior to the budget process, of any planned requests for TAP courses which s/he may take during the upcoming fiscal year.
- 1.2. Complete the appropriate paperwork, which includes the course name, institution offering the course and location, class schedule, course description, cost of book(s), date(s) and time(s) of class(es) and cost of tuition for the course(s).
- 1.3. Include a justification statement to indicate the course’s direct relevance to the employee’s position and how it will be helpful to the employee. The statement must be submitted to the Supervisor and Department Head prior to forwarding to HRD.
- 1.4. Receive written approval by the County Administrator prior to enrollment in the course.
- 1.5. If applicable, request and require approval of the Department Head prior to taking a course during working hours.
- 1.6. After approval and class completion, submit appropriate paperwork for reimbursement with a certified copy of the final grade (transcript or grade report) and receipts for eligible expenses to HRD within ninety (90) days of course completion.
- 1.7. Complete all work assignments promptly and to the satisfaction of the respective Department Head.
- 1.8. Not request TAP for a course, if receiving payment from another source. Inform Supervisor of any other funding received for courses requested using TAP funds.
- 1.9. Authorize, as a condition to tuition reimbursement under TAP, deduction of monies owed to County from final paycheck agree to pay County any additional monies owed if final paycheck is insufficient to repay County.

2. Supervisor / Department Head

- 2.1. Submit department’s request for TAP funds needed to HRD during the budget process, along with a list of employees requesting TAP funds.
- 2.2. Inform employees of the availability of the TAP program and procedures.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES

TITLE: Tuition Assistance Pay Reimbursement / Pay Advance (TAP)

Number: 7.03

EFFECTIVE DATE: 8/1/2009

Page: 5 of 5

REVISION DATE: 8/1/2009

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: Council
& Administration

2.3. Review and make a written recommendation on each employee TAP request and include a specific list of how the employee anticipates using the knowledge and skills from the course on the job. The recommendation must specify whether the course is deemed to be directly job related.

2.4. Ensure compliance with TAP procedures by submission of appropriate forms, employee requests and supporting documentation to HRD with copy to the employee.

2.5. Give first priority to applications that were included in the budget preparation process. Other requests will be considered as (and if) funds are available.

2.6. Notify HRD of outstanding TAP obligations of employees upon termination.

3. Finance Department

3.1. Withhold pay advances due to the County relating to TAP obligations from paychecks of employees and collect any other monies due to the County for TAP obligations.

4. Human Resources Department

4.1. Use information provided from departments during the budget process to make recommendations on funding the TAP to the County Administrator.

4.2. Include funding requests for the TAP in the annual budget request for HRD annually.

4.3. Utilize data for departments in TAP review process.

4.4. Consider requests for TAP from Department Heads and make recommendations to the County Administrator within five (5) working days of receipt of complete TAP applications and all supporting documentation needed.

4.5. Alert Finance Department of TAP obligations of employees upon termination.

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

(ORDINANCE CONTINUES ON NEXT PAGE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: December 4, 2018

Second Reading:

Third Reading:

Public Hearing:



Development and Services Committee Meeting Briefing Document

Agenda Item

Ordinance Amendments – Revising the Business License Ordinance

Background

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

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

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

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

Issues

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

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

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

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

Fiscal Impact

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

Past Legislative Actions

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

Alternatives

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

Staff Recommendation

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

Submitted by: Tracy Hegler, Community Planning & Development Director

Date: December 7, 2018

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



Business License Ordinance Overhaul Review

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Purpose for Business License Ordinance Rewrite

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

Preparation for Overhaul

Reference Sources

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

Intended Reviewers:

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

Descriptions of Revisions to the Business License Ordinance

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

Section 16-1: License Required

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

Section 16-2: Definitions

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

Section 16-3: Purpose and Duration

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

Section 16-4: License Fee

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

Section 16-5: Classification and Rates

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

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

Section 16-6: Registration Required

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

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

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

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

Section 16-8: False Application Unlawful

No change recommended

Section 16-9: Display and Transfer

No change recommended

Section 16-10: Administration, Enforcement

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

Section 16-11: Inspection and Audits

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

Section 16-12: Assessments

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

Section 16-13: Delinquent License Fees, Partial Payments

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

Section 16-14: Notices

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

Section 16-15: Denial of License

42. Standardize the denial reasons to more closely mirror the Business Licensing Officials Association’s Model Business License Ordinance
43. Move this section to the more appropriate later location just prior to Section 16-18, Revocation
44. Consolidate some reasons to appeal into one bullet instead of two and clarify
45. Remove writing a bad check as a reason for a denial
46. Expand the condition for denying a license from the applicant to the Licensee, prior Licensee, or the person in control of the business if they have violated certain crimes already specified in this section
47. Add as a reason for a denial if the applicant to the Licensee, prior Licensee, or the person in control of the business was convicted of any crime relative to operating a sexually oriented business in Richland County or any other jurisdiction
48. Specify that all denials are effective immediately and the activity of a business must cease after a denial until an appeal is filed
49. Add as a reason for denial if a business license was denied, suspended, or revoked during the previous business license year
50. Add as a reason for denial if a business is delinquent with any County tax or fee and is not on a payment plan in good standing for that tax or fee

Section 16-16: Drinking Places

51. Expand the information and/or documentation that may be required of officers, principals, or financial backers with their application
52. Clarify reasons for denial of a business license
53. Increase the length of time for which an alcohol or liquor license was suspended, revoked, or not renewed as a reason to deny a license from two years to three years to be consistent with the same three year period of time that a business license being denied or revoked is an allowable reason for denying a business license
54. Add as an additional reason for denial the same reason for denial as specified in the sexually oriented business section, i.e., a conviction, within the last five years, of a crime associated with operating a drinking place or a sexually oriented business by State or County Codes

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

Section 16-17: Sexually Oriented Businesses

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

Section 16-18: Revocation of License

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

Section 16-19: Appeals

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

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

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

Section 16-21: Confidentiality

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

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

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

New Section: Severability

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

Fee Schedule

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

Class Schedule

No change recommended

Business License Ordinance Amendments

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

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

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

Section 16-1: License Required

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

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

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

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

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

Section 16-2: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16-3: Purpose and Duration

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

Sec. 16-3. Purpose and Duration.

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

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

Section 16-4: License Fee

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

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

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

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

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

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

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

Section 16-5: Classification and Rates

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

Sec. 16-5. Classification and Rates.

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

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

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

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

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

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

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

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

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

Section 16-6: Registration Required

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

Sec. 16-6. Registration Required.

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

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

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

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

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

~~(6) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the License Official. An insurance agent not employed by an insurance company or employed by more than one insurance company shall be licensed as a broker.~~

(7) Fireworks sales: Any establishment desiring to sell fireworks must first acquire the Annual State Board of Pyrotechnic Safety License and must meet all regulations pursuant to the provisions of Regulation 19-405, S.C. Code of Laws ~~for~~ (1976). Prior approval of the Richland County Sheriff's Department is required as governed by regulations of the State Fire Marshal pursuant to the 1976 Code, Chapter 9 of Title 23, and Chapter 43 of Title 39, governing the transportation and use of pyrotechnics. All businesses manufacturing, storing, distributing, vending or in any way possessing fireworks at any time are required to comply with the Code of Ordinances Section 13. This includes completing a Hazardous Materials Plan and obtaining a Hazardous Materials Registration.

(8) Miscellaneous sales (antique malls, flea markets or leased space sales): Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the lessor of the spaces to advise the business license office of persons leasing space.

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

SECTION VII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-7, Deductions, Exemptions, Charitable Organizations, and Determination of Classification, is hereby amended to read as follows:

Sec. 16-7. Deductions, Exemptions, Temporary Permits and Charitable Organizations, and Determination of Classification.

(1) No deductions from gross income shall be made except as follows:

(a) ~~Income from business done wholly earned~~ outside of the County jurisdiction on which a license fee tax is paid by the business to another county or to any municipality and fully reported to the County, taxes collected for a governmental entity, or income which cannot be taxed included for computation of the tax pursuant to state State or federal Federal law. The applicant shall have the burden to establish the right to ~~deduction~~ deduct or exempt income by providing satisfactory records and proof by including submitted simultaneously with the business license application, either new or renewing, with a separate itemized list showing all types and amounts of deductions claimed, or no deductions or exemptions will be allowed. ~~Deductions will be approved as authorized by this section.~~

(b) Businesses whose business activity(ies) are described by the North American Industry Classification System (NAICS) with codes beginning with 4411 or 4412, which includes the following:

1. New and Used Automobile Dealers (441110 and 441120);
2. Recreational Vehicle Dealers (441210);
3. Motorcycle, ATV, and Personal Watercraft Dealers (441221);
4. Boat Dealers (441222); and
5. All Other Motor Vehicle Dealers (441229).

These businesses shall be authorized to deduct the amounts paid to customers in exchange for motor vehicle trade-ins as part of sales transactions.

(e b) Income from sales generated by interstate commerce, i.e. sales of goods or products across state lines. Provided, however, such deducted income shall be included in the business' reported gross income.

(2) Exemptions.

(a) No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the County, unless exempted by state State or federal Federal law. No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of liability for payment of any other tax or fee by reason of the application of this article.

~~—(b) The following businesses, occupations or professions are exempt from the requirements of this article:~~

~~—1. Teachers;~~

~~—2. Ministers, pastors, preachers, rabbis and other leaders of commonly recognized religious faiths;~~

~~—3. Telephone, telegraph, gas and electric and other utilities or providers regulated by the South Carolina Public Service Commission;~~

~~—4. Insurance companies; and~~

~~—5. An entity which is exempt from license tax under any state law other than South Carolina Code of Laws, § 4-9-30(12), or a subsidiary or affiliate of any such exempt entity.~~

~~(c) No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of the liability for the payment of any other tax or fee by reason of the application of this article.~~

(3) In lieu of the license required by Section 16-1, a participant in a single annual event of not more than ten consecutive calendar days in length may be issued a permit at the rate of \$10.00 on gross income on the first \$2,000.00 and \$1.20 on each additional \$1,000.00 of gross income or fraction thereof, or as modified and approved as part of the Council's annual budget process. This permit will be valid only for the time period specified thereon and can be obtained for no more than one event annually. Organizers of such events may pay for and obtain a business license on behalf ~~of~~ all its vendors at a rate of \$10.00 per vendor or on the previous year's income generated by the event based upon the rate above, whichever is greater.

Inspections prior to the issuance of a permit may be waived. Inspections may be conducted during the event. For purposes of this subsection, an event is defined as participation by a group of exhibitors or others where displays are established in individual booths or stalls for the purpose of presenting to the audience goods, wares, merchandise or services offered for sale, rent or promotional purposes or for the general good will of the exhibitors. An event may be a trade show, an antique show, a craft show, or any other type of show fitting this definition.

(45) Notwithstanding any provision to the contrary, businesses and individuals defined as *contractor* herein shall be exempt from the provisions of this article in the following manner:

The business license fee tax shall be reduced by excluding that portion of the business' gross income generated from work done for which a Richland County building permit was obtained and a building permit fee paid (by either the general contractor or subcontractor responsible for that work), pursuant to the provisions of Section 6-51 of the Richland County Code of Ordinances.

If all income of a contractor is generated from work done for which a building permit fee is paid (by either the general contractor or subcontractor responsible for that work), said contractor shall be

exempt from paying any business license fee tax. Such an exempt contractor shall still submit a business license application by the deadline with documentation attached establishing such contractor's right to an exemption.

Income generated from work done for which a Richland County building permit is not required, such as general repairs or maintenance, shall be subject to a business license fee tax on that income.

~~(5) Charitable organizations which have exemptions from state and federal income taxes and/or are 501(c)(3) organizations according to the IRS Tax Code and where all proceeds are devoted to charitable purposes are exempt from a business license fee. Documentation of the claim to this exemption must be provided. A Charitable Organization, as defined by this article, shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A Charitable Organization or any for-profit affiliate of a Charitable Organization, that reports income from for-profit activities, or unrelated business income, for federal income tax purposes to the Internal Revenue Service, shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.~~

A Charitable Organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a Charitable Organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a Charitable Purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

(6) The provisions of this article shall not extend to persons who grow their own agricultural produce or products, and use the Columbia State Farmers' Market, or other farmers' markets officially recognized by the County, to sell their produce directly to consumers.

~~(7) The License Official shall determine the appropriate classification for each business.~~

Section 16-8: False Application Unlawful

No change recommended.

Section 16-9: Display and Transfer

No change recommended.

Section 16-10: Administration, Enforcement

SECTION VIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-10, Administration, Enforcement is hereby amended to read as follows:

Sec. 16-10. Administration, and Enforcement.

(1) The License Official shall administer the provisions of this article, collect license ~~fees~~ taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the appropriate department, ~~and~~ assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this article; and perform such other duties as may be duly assigned ~~by the County Administrator.~~

(2) ~~The Planning and Development Services Department, Building Codes and Inspections Department, Fire Marshal's Office, The County offices responsible for zoning codes, building codes, and fire and hazardous materials codes, and the Sheriff's Department,~~ in addition to the License Official, are hereby empowered to make or initiate investigations to ensure compliance with the provisions of this article, to issue uniform ordinance summonses pursuant to S.C. Code Ann. Section 56-7-80, to issue citations by any other means authorized by law and to initiate prosecution of violations of this article.

Section 16-11: Inspection and Audits.

SECTION IX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-11, Inspections and Audits, is hereby amended to read as follows:

Sec. 16-11. Inspections and Audits.

(1) For the purpose of enforcing the provisions of this article, the License Official or other authorized agent of the ~~county~~ County is empowered to enter upon the premises of any person subject to this article to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct license ~~fee~~ tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of license ~~fee~~ tax shall constitute a separate offense.

(2) The License Official shall ~~make systematic and random~~ have the authority to conduct inspections and audits of all businesses within the county to ensure compliance with this article. ~~Records of~~ Financial information obtained by inspections and audits shall not be deemed public

records, and the License Official shall not release the amount of license fees taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this article, State or Federal law, or proper judicial order. ~~Provided that s~~Statistics compiled by classifications ~~may be made public~~ are public records.

~~(3) The License Official, upon approval of the County Administrator, may disclose gross income of licensees to the Internal Revenue Service, State Departments of Revenue, Richland County Auditor, Richland County Business Service Center Appeals Board, and other State, County, and municipal business license offices for the purpose of assisting tax assessments, tax collections, and enforcement. Such disclosures shall be for internal, confidential, and official use of these governmental agencies and shall not be deemed public records.~~

Section 16-12: Assessments.

SECTION X. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-12, Assessments, is hereby amended to read as follows:

Sec. 16-12. Assessments.

(1) ~~When~~ If a person fails to obtain a business license or to furnish the information required by this article or by the License Official, the License Official shall ~~proceed to~~ examine such records of the business or any other available records as may be appropriate and ~~to~~ conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license fee tax and penalties as provided herein.

(2) A notice of assessment shall be served by ~~certified mail, personal service, or electronic methods with documentation of delivery.~~ An application for adjustment of the assessment may be made to the License Official within five (5) business days after the notice is mailed or personally served or transmitted electronically or the assessment will become final. The License Official shall ~~establish by regulation the procedure~~ a uniform procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.

(3) A final assessment may be appealed to the Business Service Center Appeals Board only by payment in full of the assessment under protest within five (5) business days of the assessment becoming final and the filing of written notice of appeal within ten (10) business days after payment as described in pursuant to the provisions of this article relating to appeals.

Section 16-13: Delinquent License Fees, Partial Payment.

SECTION XI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-13, Delinquent License Fees, Partial Payment, is hereby amended to read as follows:

Sec. 16-13. Delinquent License Fees Taxes, Penalties, and Partial Payment.

(1) A license fee tax shall be considered delinquent if all or any part of such fee tax has not been paid on or before ~~March 15~~ the due date of each calendar license year. ~~Businesses providing business license payments by the deadline but which have: a) indebtedness to the County, or b) have not yet obtained other necessary permits or licenses, or c) have not met other requirements necessary to obtain a business license, as specified in Section 16-6, shall accrue penalties not be issued a business license until the indebtedness is cleared, the permits or licenses obtained, or met the other requirements necessary to obtain a business license, at which time the business license application processing may continue.~~

(2) For non-payment of all or any part of the correct tax, the License Official shall levy and collect a late penalty of five percent (5%) of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived except as specified in the section of this article relating to waiver of penalties.

(~~23~~) Partial payment may be accepted by the License Official to toll imposition of penalties as ~~authorized in Section 16-22~~ on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the ~~balance~~ tax due, with penalties, has been paid.

Section 16-14: Notices.

SECTION XII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-14, Notices, is hereby amended to read as follows:

Sec. 16-14. Notices.

The License Official may, but shall not be required to, mail written notices that license fees taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the county three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the fee tax due or grounds for waiver of penalties.

Section 16-16: Drinking Places

SECTION XIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-16, Drinking Places, is hereby moved to Section 16-15 (and renumbering all subsequent sections) and amended to read as follows:

Sec. 16-~~16~~15. Drinking Places.

(1) No business license to operate a ~~d~~Drinking ~~p~~Place shall be issued to, or in the name of, a corporation, association, or trade name as such. Any license application for by a person, corporation, ~~or association, or trade name~~ shall be made by the officers for its use, ~~and s~~Such officers shall identify in the application their full names, titles, and home addresses; the full names and home addresses of all backers of the business and the percentage of each backer's financial or other support; the name by which the business will be operated and the name by which the business will be seen by the public.

In addition, such officers in making an application shall be held to assume all responsibility ~~there~~ under thereunder as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances. All officers and backers, by their application, agree to provide all such documentation as required by the License Official to ensure that all provisions and requirements have been satisfied.

(2) In addition to the reasons for denial of a license set forth in ~~Section 16-5 of this article,~~ the section of this article relating to denials, the License Official shall deny a business license to an applicant for a Drinking Place if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

- (a) is ~~a minor~~ under the age of eighteen (18) years; or
- (b) has had ~~an~~ any type of alcohol or liquor license issued in the name of or to the applicant, or other officer, or backer pursuant to South Carolina Code of Laws, §616-10 et. seq. suspended, revoked, or not renewed within a two-year three-year period immediately preceding the filing of the application; or
- (c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application; or
- (d) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a Drinking Place or Sexually Oriented Business as provided for in the Richland County Code of Ordinances or the State Code of Laws or the same crime or offense in another jurisdiction.

(3) Owners/Principals of Drinking Place businesses are responsible and will be held liable for ensuring that all their independent contractors, regardless of activity, are properly licensed, according to their activity, with the County. Owners/principals shall provide to the County, on a County-provided form, a biannual list of all of their current contractors' names, mailing addresses, and current contact information; and maintaining a photo ID for each contractor on file. Failure to do so is a violation of this article.

(4) Business licenses issued to independent contractors for dancing or entertaining shall at no time and in no circumstance authorize the license holder to engage in conduct which violates the County's Land Development Code or ordinances.

(6) All real estate property owners or principals or financial backers leasing, renting, or otherwise allowing the use of their property to businesses operating as Drinking Places or Sexually Oriented Businesses, in exchange for legal tender or anything of value shall be held liable for any unlawful activity occurring, with their knowledge or consent, on any property owned by them. Likewise, all business owners, principals, backers, or persons in control of these types of business at any time for any time duration shall be held liable for any unlawful activity occurring, with their knowledge or consent, in any establishment they own or control, however temporarily, by the business' independent contractors,

Section 16-17: Sexually Oriented Businesses

SECTION XIV. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-17, Sexually Oriented Businesses, is hereby amended to read as follows:

Sec. 16-1716. Sexually Oriented Businesses.

(1) The purpose of this section is to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of this ~~ordinance~~ article to restrict or deny access by adults to sexually oriented materials or expression protected by the First ~~a~~A amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ~~ordinance~~ article to condone or legitimize the distribution or exhibition of obscenity.

(2) Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in

and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington 2004; Greensboro, North Carolina (2003); and also from the reports of *Sexually Oriented Businesses: An Insider's View*, by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; *Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values*, by Duncan Associates, September 2004; and the *Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses*, (June 6, 1989, State of Minnesota), the Richland County Council finds:

(a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, and sexual assault and exploitation.

(b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County's rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the County's interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

(3) ~~No license to operate a sexually oriented business shall be issued to, or in the name of, a corporation, association, or trade name as such. Any license application for by a person,~~ corporation, ~~or association, or trade name shall be made by the officers for its use, and s~~Such officers shall identify in the application their full names, titles, and home addresses; the full names and home addresses of all backers of the business and the percentage of each backer's financial or other support; and the name by which the business will be operated and the name by which the business will be seen by the public.

In addition, such officers in making an application shall be held to assume all responsibility ~~there under~~ thereunder as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances. All officers and backers, by their application, agree to provide all such documentation as requested to ensure that all provisions and requirements have been satisfied.

(4) Notwithstanding the pre-application process wherein an applicant must obtain documentation of compliance with all applicable state and local health, fire, zoning, and building codes or regulations pursuant to ~~section~~ Section 16-6(5) of this ~~ordinance~~ article, upon application for a business license by an applicant identifying the business as a sexually oriented business, the License Official must

circulate a form on which compliance shall be certified by the officials administering the applicable zoning, fire, building and health regulations.

~~The applicable aforementioned officials shall determine compliance with their respective codes or regulations and inform the License Official of their determination within thirty days from the earliest date of receipt of the compliance form by any one of the aforementioned officials. If the License Official does not receive a particular determination of compliance from an official administering the aforementioned codes and regulations on or before this thirty-day time period, that compliance determination not received by the License Official shall be deemed approved. All other compliance determinations received before the thirty-day time period expires shall be unaffected by any other compliance determination that fails to meet the thirty-day time period.~~

~~—(5) During the time in which an application for a pre-existing Sexually Oriented Business is pending, the applicant may continue its business activity and shall not be subject to citations for violations of any provision of this article, nor any enforcement proceedings pursuant to this article or Section 1-8 of this Code of Ordinances.~~

~~—(6) The License Official shall approve or deny an application for a license for a Sexually Oriented Business within thirty days (30) calendar days from the date of receipt of the application. If the License Official fails to either approve or deny the application within thirty calendar days, then the application shall be deemed approved and business activity may begin or continue immediately, notwithstanding the fact that no license has been issued.~~

(7~~5~~) In addition to the reasons for denial of a license set forth in ~~Section 16-15~~ the section of this article relating to denials, the License Official shall deny a business license to an applicant for a Sexually Oriented Business if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is under the age of eighteen (18) years; or

(b) has had an any type of alcohol or liquor license issued in the name of or to the applicant, owner/principal, or financial backer pursuant to South Carolina Code of Laws, §616-10 et. seq. suspended, revoked, or not renewed within a three-year period immediately preceding the filing of the application; or

(c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application; or

(d) within five years of the date of application, has been convicted of or pled guilty or nolo contendere to any of the following crimes: South Carolina Code of Laws, § 16-15-90, § 16-15-100, § 16-15-305, § 16-15-325, § 16-15-335, § 16-15-342, § 16-15-345, § 16-15-355, § 16-15-365, § 16-15-385, § 16-15-387, § 16-15-395, § 16-15-405, § 16-15-410, § 16-15-415, or § 16-15-425, or of the same crime in any other jurisdiction; or

(e) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a Drinking

Place or Sexually Oriented Business as provided for in the Richland County Code of Ordinances or the State Code of Laws or the same crime or offense in another jurisdiction.

~~(8) Applicants for a sexually oriented business herein described, in addition to the license application(s) required under Section 16-1 of this article, shall complete a sworn, notarized statement on a form prepared by the License Official for the purpose of establishing his/her qualifications to operate a business identified in this section.~~

(96) Owners/Principals of sexually oriented businesses are responsible and will be held liable for ensuring that all their independent contractors, regardless of activity, are properly licensed, according to their activity, with the County. Owners/principals shall provide to the County, on a County-provided form, maintaining a biannual list of all of their current independent contractors' names, mailing addresses, and current contact information; and maintaining a photo ID for each contractor on file. Failure to do so is a violation of this article.

(7) A business license for dancing or entertaining shall at no time and in no circumstance authorize the license holder to engage in conduct which violates the County's Land Development Code or ordinances.

(8) All real estate property owners or backers leasing, renting, or otherwise allowing the use of their property to businesses operating as Drinking Places or Sexually Oriented Businesses, in exchange for legal tender or anything of value shall be held liable for any unlawful activity occurring, with their knowledge or consent, on any property owned by them. Likewise, all business owners, principals, or persons in control of these types of business at any time for any time duration shall be held liable for any unlawful activity occurring, with their knowledge or consent, in any establishment they own or control, however temporarily, by the business' independent contractors.

Section 16-15: Denial of License.

SECTION XV. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-15, Denial of License is hereby amended by moving this section to Section 16-19 and renumbering all subsequent sections, and to read as follows:

Sec. 16-1519. Denial of License.

(1) The License Official shall deny a license to an applicant ~~if~~ when the License Official determines:

(a) the application is incomplete; or contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact; or

~~—(b) the application contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact;~~

~~—(c) the applicant has given a bad check or tendered illegal consideration for any license fee;~~

(db) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or

(c) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or

(d) The applicant, Licensee or prior Licensee or the person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or

(e) The applicant, Licensee or prior Licensee or the person in control of the business has proven to be a public nuisance as determined by a court of law has operated the business so as to constitute a public nuisance per se or per accidens; or

(ef) the premises and parcel of real property to be used for the business activity for which a license is sought is not in compliance with applicable state and/or local health, fire, zoning, and building codes and regulations; or

~~—(f) the business activity for which a license is sought is unlawful; or~~

~~—(g) the business constitutes a public nuisance as determined by a court of law.~~

(g) The license for the business or for a similar business of the Licensee in the County or another jurisdiction has been denied, suspended or revoked in the previous license year; or

(h) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee).

A decision of the License Official shall be subject to appeal to the Business Service Center Appeals Board as herein provided. Denial shall be written with reasons stated.

(2) All denials shall be effective immediately upon receipt by the business of the notice of denial. All activities associated with the business license application which have been denied shall not be authorized and are subject to the enforcement set forth by this article.

Section 16-18: Revocation of License

SECTION XVI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-18, Revocation of License, is hereby amended to read as follows:

Sec. 16-1820. Suspension or Revocation of License.

When the License Official determines that:

(a) a license has been mistakenly or improperly issued or issued contrary to law; or

(b) a Licensee or person in control of the business has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or

(c) a Licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application; or

~~—(d) has given a bad check or tendered illegal consideration for any license fee; or~~

(d) within five years from the date of application, a Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction; or

(e) within five years from the date of application, the applicant, Licensee or prior Licensee or the person in control of the business has been convicted of or pled guilty or nolo contendere to any crime(s) or offense(s) relative to the operation of a sexually oriented business as provided for in the Richland County Code of Ordinances; or the same crime or offense in another jurisdiction; or

~~—(e) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law;~~

(e) a Licensee or person in control of the business has engaged in an unlawful activity related to the business or to a similar business in the County or in another jurisdiction; or

(f) a Licensee or person in control of the business has proven to be a public nuisance as determined by a court of law has operated the business so as to constitute a public nuisance per se or per accidens; or

(g) a Licensee or person in control of the business is delinquent in the payment to the County of any tax or fee (if not on a payment plan in good standing for that tax or fee);

the License Official shall give written notice of ~~intent to revoke~~ to the Licensee or person in control of the business within the County by personal service or certified mail or electronic methods with documentation of delivery that the license is suspended pending stating the License Official's basis for revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be revoked.

The notice shall state the time and place at which the hearing is to be held. The hearing shall be held within thirty (30) business days, or as soon as reasonably possible, from the date of service of the notice. The notice shall also contain a brief statement of the reasons for suspension and proposed revocation and a copy of the applicable provisions of this article. A Licensee or person in control of the business who received proper notice yet fails to appear or defend at the revocation hearing waives his or her right to contest the revocation.

Section 16-19: Appeals

SECTION XVII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-19, Appeals, is hereby amended to read as follows:

Sec. 16-1921. Appeals.

(1) Any person aggrieved by ~~the following actions or a decisions,~~ final assessment, suspension, proposed revocation, or a denial of a business license made by the License Official may bring an appeal to the Business Service Center Appeals Board by written request stating the reasons therefor, filed with the License Official within ten (10) business days after service by mail or personal service or electronic delivery with documented delivery of the notice of decision, final assessment, suspension, proposed revocation, or denial. Payment under protest of all applicable taxes and penalties, assessments, or audit charge-backs shall be a condition precedent to appeal. The requirements for submission of an appeal must be strictly complied with. The County Administrator or his/her designee is authorized to reject an appeal for failure to comply with the requirements of this subsection.

~~— a. A final assessment pursuant to Section 16-12;~~

~~— b. Charge backs or other adjustment to the business license fee as determined by an audit conducted pursuant to Section 16-11;~~

~~— c. A suspension, revocation or a denial of a business license pursuant to Section 16-15 or Section 16-18;~~

~~— d. Imposition of a business license penalty; or~~

~~— e. A decision or determination made by the License Official concerning the proper classification of a business or the proper calculation of business license fees. This ground for appeal~~

shall not be construed to authorize appeals based on objections to the business license fee structure established by Richland County Council.

~~(2) Those wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:~~

~~a. The appeal must be in writing and state the reasons for the appeal.~~

~~b. The appeal shall be filed with the License Official within fifteen (15) ten business (10) days after the payment of all applicable fees and penalties, including assessments or charge backs of an audit, and within twenty (20) business days after receipt of the License Official's written and certified mailed notification of an assessment, charge backs of an audit, or notice of denial or revocation.~~

~~c. The written notice of appeal must be accompanied by an administrative fee (which shall be determined by the License Official) that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable fees and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal. The fee will be refunded in the event of final resolution of the appeal in favor of the appellant.~~

(32) An appeal or a hearing on proposed revocation shall be held by the Appeals Board within thirty (30) calendar business days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension or intent to revoke. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence. The proceedings, if not regularly recorded and/or transcribed, shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing. The Board shall by majority vote of members present render a written decision based on findings of fact and application of the standards herein which shall be served upon all parties or their representatives within ten (10) business days and shall be the final decision of the County.

(43) If a Licensee appeals the assessment of business license penalties, in the event of an appeal of business license penalties paid, the Appeals Board Business Service Center Director may waive a waive business license penaltyies paid (not to exceed six months) only if any of the following circumstances of reasonable cause are proven by submitted documentation by the applicant:

a. An unexpected and unavoidable temporary (not to exceed twelve months) absence of the appellant from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the business license fee tax.

b. A delay caused by death or serious, incapacitating illness of the appellant, the appellant's immediate family, or the appellant's accountant or other third party professional charged with determining the business fee tax owed. In the case of a corporation or other business entity, the

death or serious, incapacitating illness must have been an individual having primary authority to pay the business license fee tax.

~~—c. The business license fee was documented as paid on time, but inadvertently paid to another taxing entity.~~

~~d c.~~ The delinquency was caused by the unavailability of necessary records directly relating to calculation of business fees taxes, over which the appellant had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of business license penalties.

~~e d.~~ The delinquency was the result of clear error on the part of the License Official ~~or Business Service Center staff~~ in processing or posting receipt of appellant's payment.

~~—f. Delay or failure caused by good faith reliance on erroneous guidance provided by the License Official or other staff, so long as complete and accurate information was given to the Business License Service Center, no change in the law occurred, and the appellant produces written documentation.~~

~~(5) The Board shall, by majority vote of members present, render a written decision based upon findings of fact and the application of the standards herein which shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final, unless appealed to County Council with ten (10) calendar days after service of the Board's decision. County Council shall review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of County Council's decision.~~

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

SECTION XVIII. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-20, Consent, Franchise, or Business License Tax Required, is hereby amended to read as follows:

Sec. 16-~~2022~~. Consent, Franchise, or Business License Fee Tax Required.

~~The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set pursuant to the agreement, and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license fees unless specifically provided by the franchise or consent agreement.~~

1. It shall be unlawful for any person to construct, install, maintain or operate in, on, above or under any street or public place under control of the County any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees or taxes and conditions for use, except as limited by State or federal law.

2. The annual fee or tax for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees or taxes shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 16-21: Confidentiality

SECTION XIX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-21, Confidentiality, is hereby amended to read as follows:

Sec. 16-~~21~~23. Confidentiality.

Except in accordance with proper judicial order, ~~pursuant to an appeal~~, or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of the license ordinance, as authorized by State Code Section 6-1-120(b)(3).

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

SECTION XX. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-22, Criminal and Civil Penalties, Injunctive Relief, is hereby amended to read as follows:

Sec. 16-~~22~~24. ~~Criminal and Civil Penalties~~ Violations and Injunctive Relief.

a 1. *Criminal Penalty.* Any person violating any provision of this article shall be deemed guilty of a ~~misdemeanor~~ an offense and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a

fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees taxes, penalties, and costs provided for herein.

~~b. *Civil Penalty.* For non-payment of all or any part of the business license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.~~

e 2. *Injunctive Relief.* The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

Section 16-23: Severability

SECTION XXI. The Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; is hereby amended by adding Section 16-23, to read as follows:

Sec. 16-23. Severability.

A determination that any portion of this article is invalid or unenforceable shall not affect the remaining portions.

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

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

SECTION XXIV. Effective Date. This ordinance shall be enforced from and after December 31, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2018

Michelle Onley
Clerk of Council

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

Appendix A: Rate Schedule

Richland County Business Service Center Business License Fee Rate Schedule

This Class Schedule is referenced in Code Section 16-5(2), Classification and Rates.

(1) **RATES**

RATE CLASS	INCOME: \$0 - \$2000 (Minimum Fee <u>Tax</u>)	ALL INCOME OVER \$2000 (Rate per \$1,000 or fraction thereof)
1	\$16.85	\$0.84
2	\$18.96	\$0.93
3	\$21.06	\$1.01
4	\$23.17	\$1.10
5	\$25.27	\$1.18
6	\$27.38	\$1.26
7	\$29.49	\$1.35
8	See Class 8 Rates below	

(2) **NON-RESIDENT RATES**

Unless otherwise specifically provided, all minimum fees taxes and rates shall be doubled for non-residents of Richland County and itinerants having no fixed principal place of business within the county.

Post Office Boxes and virtual offices shall not be considered as constituting a fixed principal place of business within the county.

(3) **DECLINING RATES**

Declining rates apply in all classes for gross income over \$1,000,000.00

Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
0.00 – 1.00	100%
1.01 – 2.00	95%
2.01 – 3.00	90%
3.01 – 4.00	85%
4.01 – 5.00	80%

Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
5.01 – 6.00	75%
6.01 – 7.00	70%
7.01 – 8.00	65%
8.01 – 9.00	60%
9.01 – 10.00	55%
Over 10.00	50%

(4)

DECALS

A. (a) Coin Operated Machines.

All coin-operated amusement, skill, and music machines shall have a decal posted upon it. The cost per decal is \$12.50 (in accordance with State Code of Laws Section 12-21-2746).

B. (b) Passenger Transportation Vehicles.

All taxis, limos, shuttles, or any other type vehicle, motorized or non-motorized, whose primary purpose is to move people from one place to another shall post one decal on the rear of each vehicle. Vehicles shall be charged according to the table below.

Place of Registration	Cost per Decal
In Richland County	\$115.84
Outside Richland County	\$173.76

~~All vehicle~~ These ~~decals required in Section 16-5(4)(b) of the Richland County Code of Ordinances, affecting taxis, limos, and shuttles,~~ shall be discounted in the following manner:

- on the first five vehicles, the decal discount is 0%
- on the next five vehicles, the decal discount is 25%
- on all vehicles after the tenth vehicle, the decal discount is 50%

(c) Business Vehicles

Any personal or company vehicle, used by contractor companies, which has anywhere upon it any visible markings, i.e., magnets, stickers, decals, etc. to identify the vehicle as associated with a business and is used by the business to go to or from locations in the County to conduct any business, shall post one decal on the rear of each vehicle to identify the business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

(5)

CLASS 8 RATES

Each NAICS Number designates a separate sub-classification. The businesses in this section are treated as separate and individual subclasses due to provisions of State Law, regulatory requirements, service burdens, tax equalization considerations, etc., which are deemed to be sufficient to require individually determined rates.

Rate NAICS # Business Type

8.00 22112 Electric and Gas Companies Franchise required
 22121 exempt from County, SC Code Section 4-9-30

8.00 482 Railroad Companies
 exempt from County, SC Code Section 4-9-30

8.00 5171 Telephone companies occupying public streets pursuant to Franchise
 exempt from County, SC Code Section 4-9-30

8.00 5172 Telephone Companies not occupying public streets pursuant to Franchise
 exempt from County, SC Code Section 4-9-30

8.00 5173 Telecommunications, Resellers
 exempt from County, SC Code Section 4-9-30

8.00 5174 Telecommunications, Satellite
 exempt from County, SC Code Section 4-9-30

~~4 8.00~~ 5175 Television, Cable or Pay Franchise required

8.00 5179 Other Telecommunications
 exempt from County, SC Code Section 4-9-30

8.00 5241 Insurance Carriers
 exempt from County: SC Code Section 4-9-30, *except* as specifically authorized

Business Industries with Franchise Agreements Required

<u>Rate Class</u>	<u>Business Type</u>	<u>NAICS Group(s)</u>
8.0	<u>Electric and Gas Companies</u>	<u>22112 – 22121</u>
8.0	<u>Television, Cable or Pay</u>	<u>5175</u>

Businesses Industries Exempt From County License Requirements (SC Code 4-9-30)

<u>Rate Class</u>	<u>Business Type</u>	<u>NAICS Group(s)</u>
<u>8.0</u>	<u>Electric and Gas Companies</u>	<u>22112 – 22121</u>
<u>8.0</u>	<u>Railroad Companies</u>	<u>482</u>
<u>8.0</u>	<u>Telephone companies (occupying public streets pursuant to Franchise)</u>	<u>5171</u>
<u>8.0</u>	<u>Telephone Companies (not occupying public streets pursuant to Franchise)</u>	<u>5172</u>
<u>8.0</u>	<u>Telecommunications, Resellers</u>	<u>5173</u>
<u>8.0</u>	<u>Telecommunications, Satellite</u>	<u>5174</u>
<u>8.0</u>	<u>Other Telecommunications</u>	<u>5179</u>
<u>8.0</u>	<u>Insurance Carriers (except as specifically authorized)</u>	<u>5241</u>

Rate Class: 8.01

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Rate</u>
8.01	23	<u>Contractors, Construction - All Types</u>	

(1) Rates

A. Itinerant (having no permanent place of business within the county, or non-resident).

Double the in-county rates indicated in 1B.

B. Having a place of business within the County, for work performed within the county:

First \$2,000 of income	\$42.12
Each additional \$1,000	\$1.26/thousand

All out-of-county income, for which a business license has been paid, must be reported as part of the gross income. (This income ~~will~~ may then be deducted, as described in Section 16-7 of the Business License ordinance.)

- C. Having a place of business within the County, for work performed outside the county on which a business license ~~fee~~ tax has not been paid to another jurisdiction:

First \$2,000 of income	\$42.12
Each additional \$1,000	\$0.21/thousand

All out-of-county income, for which no business license tax has been paid, must be reported as gross income for this rate. Documentation establishing the right to this discounted rate must be simultaneously submitted with the business license application, whether new or renewing, in order to be granted this discounted rate.

- (2) A trailer at the construction site is not a permanent place of business under this ~~ordinance~~ article.
- (3) The total business license ~~fee~~ tax for the full amount of the contract shall be paid prior to the issuing of a building permit or the commencement of work and shall entitle the contractor to complete the job ~~without regard to the normal license expiration date~~ without being required to pay business license taxes for future business licenses, which must still be obtained, while the job is being completed, except any increase in any revenues generated the previous year from the job not previously reported for business license purposes. Before any County Certificate of Occupancy is issued, any change orders resulting in a higher contract value to the contractor must be reported and the business license ~~fee~~ tax increased as necessary (except as provided in Section 16-7(4)). An amended ~~report~~ business license application shall be ~~filed~~ submitted for each new job and the appropriate additional license ~~fee~~ tax per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base ~~fee~~ tax shall be paid in a ~~calendar~~ license year.
- (4) Before any electrical or plumbing contractor shall be issued a business license, a master's license must be obtained in his or her respective field and post bond as provided by the plumbing and electrical ordinances of the county. Subcontractors furnishing labor for and/or supervision over construction or providing any type of contractual service shall be held liable for payment of the business license ~~fees~~ taxes set forth in this section on the same basis as ~~are~~ prime or general contractors.
- (5) No contractor shall be issued a business license until all State and County qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job and shall furnish the License Inspector with a list of all sub-contractors for the same job. Each ~~and every~~ vehicle at the job site shall display a ~~contractor~~ Licensed Business Vehicle decal, as provided in ~~Section 16-5(4)(a) paragraph 4(c) of this Rate Schedule.~~
- (6) Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general or prime contractor for value of

work performed by a subcontractor for business license purposes. General or prime contractors will be responsible and will pay for the business license tax and penalties of any sub-contractor doing work on the project if the sub-contractor is found without a eCounty business license.

(7) All contractors located in the unincorporated areas of Richland County must report all income received in the prior year to the business license office during the renewal period. Each such contractor shall ~~itemize and deduct all update fees paid to Richland County, or any other jurisdiction,~~ itemize all building permit revenues reported to Richland County as part of the business license application report.

(8) No part of this rate shall be construed to conflict with the exemption provided for in Section 16-7(4).

Rate Class: 8.02

Rate	NAICS #	Business Type	Rate
8.02	5622	Waste Treatment and Disposal	
		First \$2,000	\$42.12
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.68/thousand

Rate Class: 8.03

Rate	NAICS #	Business Type	Rate
8.03	423930	Recyclable Materials, Scrap Dealers	
		First \$2,000	\$84.25
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.03	454210	Vending Machines	
		If income is not reported in gross income of business where located, the following rates apply.	
		First \$2,000	\$84.25
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.04

Rate	NAICS #	Business Type	Rate
8.04	522298	Pawn Brokers - All Types	

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.04 522291 Consumer Lending (Title Loans, Check Cashing, etc.)

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.05

Rate	NAICS #	Business Type	Rate
8.05	812990-PA	Psychic Arts: Fortune Tellers, Palm Readers, Tarot Readers, Phrenologists, "Spiritual Counselors," and similar occupations	
		First \$2,000	\$84.25
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.06

Rate	NAICS #	Business Type	Rate
8.06	454390	<u>Peddlers, Solicitors, Canvassers, Door-to-Door Sales, direct retail</u>	
		First \$2,000	\$42.12
		Each additional \$1,000 <u>(or portion thereof)</u>	\$4.21/thousand
8.06	711190	<u>Carnivals and Circuses</u>	
		First \$2,000 Gross Income	\$42.12
		Each additional \$1,000 <u>(or portion thereof)</u>	\$4.21/thousand

Rate Class: 8.07

Rate	NAICS #	Business Type	Rate
8.07	4411-4412	<u>Automobile & Motor Vehicle Dealers, Farm Machinery Dealers, Boat Dealers Retail</u>	
		First \$2,000 Gross Income	\$29.49
		Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

One sales lot not more than 400 feet from main showroom may be operated under this license provided that proceeds from sales there are included in gross receipts at main office when both are operated under the same name and ownership.

Gross income shall include full sales price without deduction for trade-ins.

Rate Class: 8.08

Rate	NAICS #	Business Type	Rate
8.08	722410	Drinking Places (alcoholic beverages, beer & wine)	
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand
8.08	713990	Billiard or Pool Rooms , all types – <u>All Types</u>	
		If income is not reported in gross income of business where located, the following rates apply.	
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand

Rate Class: 8.09

Rate	NAICS #	Business Type	Rate
8.09	713120	Amusement Machines (coin operated, except gambling)	
		Music machines, juke boxes, kiddy rides, video games, pin tables with levers and other amusement machines with or without free play feature licensed by S.C. Code 12-21-2720(A)(1) and (A)(2).- Type I and Type II	
		1. <u>Operator of machine</u> (12-21-2746)	\$12.50 per machine
		First \$2,000	\$42.12
		Each additional \$1,000 (<u>or portion thereof</u>)	\$1.26/thousand
8.09	713120	Amusement Machines (coin operated, except gambling)	

Music machines, juke boxes, kiddy rides, video games, pin tables with levers and other amusement machines with or without free play feature licensed by S.C. Code 12-21-2720(A)(1) and (A)(2).- Type I and Type II

2. Distributor selling or leasing machines
(Not licensed by State as an operator, 12-21-278)

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.09——713290 Amusement Machines (coin operated – non payout)

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3)

Type III.

1. Operator of machine (owner of business) \$180.00 per machine
(12-21-2720(B))

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

8.09——713290 Amusement Machines, coin operated – non payout

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3) Type III.

2. Distributor selling or leasing machines (not licensed by the State as an operator pursuant to S.C. Code (12-21-2728)

[Nonresident rates apply]

First \$2,000	\$42.12
Each additional \$1,000 <u>(or portion thereof)</u>	\$1.26/thousand

Rate Class: 8.10

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Rate</u>
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8.10———SB **Sexually Oriented Businesses**

First \$2,000 Gross Income	\$84.25
Each additional \$1,000 <u>(or portion thereof)</u>	\$8.42/thousand

This rate includes the following business types:

713120-SB Adult Amusement Arcades
611610-SB Adult Nude Model Studio
711110-SB Adult Theater Productions
721110-SB Adult Hotels and Motels
451211-SB Adult Bookstores
512131-SB Adult Movie Theaters
532230-SB Adult Video, Tape, Disc Rentals
722410-SB Adult Bars and Nightclubs
812990-SB Adult Escort Agency, All Other Misc. Sexually Oriented Business
453220-SB Adult Gift, Novelty, and Souvenir Stores
711510-SB Adult, Exotic Dancers, Performers

Appendix B: Class Schedule

Richland County Business Service Center Business License Class Schedule

BUSINESS CLASSIFICATION INDEX

This Class Schedule is referenced in Code Section 16-5(1), Classification and Rates.

This index is not intended to be a complete listing of all types of businesses. It is an aid in finding classifications by common name and reference to the NAICS Code. All businesses not exempt by law which are in the major groups or sectors listed under each rate class are subject to a license tax whether found in the alphabetical index or not. The License Official shall determine the proper classification of a business not listed.

(61)

RATE CLASS INDEX

RATE CLASS 1

<u>NAICS</u>	<u>Business Sector</u>
42	Wholesale Trade
442	Furniture and Home Furnishing Stores
445	Food and Beverage Stores
446	Health and Personal Care Stores
447	Gasoline Stations
451	Sporting Goods, Hobby, Book, Music Stores
721	Accommodation, Hotel, Motel, Inn, Camp
722	Eating Places, Food Services, Restaurants, Caterers, except drinking places
813	Membership Organizations
92	Public Administration

RATE CLASS 2

<u>NAICS</u>	<u>Business Sector</u>
4413	Automotive Parts, Tire Stores
443	Electronics and Appliance Stores
444	Building Material, Garden Equipment and Supply
448	Clothing and Accessory Stores
452	General Merchandise Stores
453	Miscellaneous Store Retailers
454	Nonstore Retailers, except peddlers
811	Repair and Maintenance Services

RATE CLASS 3

<u>NAICS</u>	<u>Business Sector</u>
31-33	Manufacturing
48	Transportation, except rail

RATE CLASS 4

<u>NAICS</u>	<u>Business Sector</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
2213	Water and Sewerage Systems
512	Motion Pictures, theaters, production
56	Administrative and Support, Waste Management and Remediation Services
711	Arts, Sports and Promoters of Events
712	Museums, Historical Sites, Zoos, Gardens
713	Amusement and Recreation, except coin-operated machines & gambling
812	Personal Care, Barber, Beauty, Laundry

RATE CLASS 5

<u>NAICS</u>	<u>Business Sector</u>
49	Warehousing and Couriers

RATE CLASS 6

<u>NAICS</u>	<u>Business Sector</u>
511	Information, Newspapers, Publishers
522	Mortgage Brokers and Credit Card Issuing, except banks and pawnshops
523	Security and Commodity Brokers
61	Education Services
62	Health Care and Social Assistance

RATE CLASS 7

<u>NAICS</u>	<u>Business Sector</u>
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515	Radio and Television Broadcasting
516	Internet Publishers
518	Internet Service Providers and Data Processing Services, on line
52421	Insurance Agencies, except brokers for non-admitted insurers
53	Real Estate and Rental and Leasing
54	Professional, Scientific, and Technical Services
55	Management of Companies and Enterprises

RATE CLASS 8

<u>NAICS</u>	<u>Rate</u>	<u>Business Sector</u>
2211	8.00	Electric Utilities
2212	8.00	Gas Utilities
23	8.01	Construction, all types
423930	8.03	Recyclable Material, Junk Dealers
4411	8.07	Automobile Dealers
4412	8.07	Other Motor Vehicle Dealers
45421	8.03	Vending Machines (distributors, sellers of products)
45439	8.06	Peddlers, Direct Selling
482	8.00	Rail Transportation
485112	8.00	Rail Transportation, Commuter
5171	8.00	Telecommunications, wired
5172	8.00	Telecommunications, cellular
5173	8.00	Telecommunications, resellers
5174	8.00	Telecommunications, satellite
5175	4	Cable Television – franchise required
5221	8.00	Banks and banking activities
522291	8.04	Consumer Lending (Title Loans, Check Cashing, etc.)
522298	8.04	Pawnshops
5241	8.00	Insurance Carriers
5622	8.02	Waste Treatment and Disposal
71119	8.06	Carnivals, Circuses
7131	8.09	Amusement Arcades, Parks (not gambling [Type I, II])
7132	8.09	Casinos, Other Gambling Industries (Nonpayout Amusement Machines [Type III])
71399	8.08	Billiards or Game Rooms, Pool Tables
722330	8.06	Peddlers, Mobile Food Stands
72241	8.08	Drinking Places, Bars (alcoholic)
812990-PA	8.05	Psychic Arts (fortune tellers, palm readers, etc.)
SB	8.10	Sexually Oriented, Adult Businesses

(2)

NAICS NUMERICAL INDEX

<u>Code</u>	<u>Class</u>	<u>NAICS Sector Description</u>
11	4	Agriculture, Forestry, Fishing and Hunting (except 111,112 &114)
21	4	Mining
2211	8	Electric Utilities
2212	8	Gas Utilities
2213	4	Water and Sewerage Systems
23	8	Construction, all types
31-33	3	Manufacturing
42	1	Wholesale Trade, except junk
423930	8	Recyclable Material, Junk
44-45		Retail Trade (See type)
4411	8	Automobile Dealers
4412	8	Other Motor Vehicle Dealers and Farm Machinery
4413	2	Automotive Parts, Tire Stores
442	1	Furniture and Home Furnishing Stores
443	2	Electronics and Appliance Stores
444	2	Building Material, Garden Equipment and Supply
445	1	Food and Beverage Stores
446	1	Health and Personal Care Stores
447	1	Gasoline Stations
448	2	Clothing and Accessory Stores
451	1	Sporting Goods, Hobby, Book, Music Stores
452	2	General Merchandise Stores
453	2	Miscellaneous Store Retailers
454	2	Nonstore Retailers, except peddlers
45421	8	Vending Machines
45439	8	Peddlers, Direct Selling
48	3	Transportation, except rail
482	8	Rail Transportation
49	5	Warehousing and Couriers
511	6	Information, Newspapers, Publishers
512	4	Motion Pictures, theaters, production, music, recording
515	7	Radio and Television Broadcasting
516	7	Internet Publishers
5171	8	Telecommunications, wired
5172	8	Telecommunications, cellular
5175	8	Cable Television
518	7	Internet Service Providers and Data Processing Services, on line
522	6	Mortgage Brokers, Credit Card Issuing, except banks and pawnshops
522291	8	Consumer Lending
522298	8	Pawnshops

523	6	Security and Commodity Brokers
5241	8	Insurance Carriers
5242	7	Insurance Agencies, except brokers for non-admitted insurers
52421	8	Brokers for Non-admitted Insurance Carriers
53	7	Real Estate and Rental
54	7	Professional, Scientific, and Technical Services
55	7	Management of Companies and Enterprises
56	4	Administrative and Support, Waste Management and Remediation Services
5622	8	Waste Treatment and Disposal
61	6	Education Services
62	6	Health Care and Social Assistance
711	4	Arts, Sports and Promoters of Events
71119	8	Carnivals, Circuses
712	4	Museums, Historical Sites, Zoos, Gardens
713	4	Amusement and Recreation, except coin-operated machines & gambling
7131	8	Amusement Arcades, except gambling [Sec. 12-21-2720(A)(1) and (2)]
7132	8	Nonpayout Amusement Machines [Sec. 12-21-2720(A)(3)]
71399	8	Billiard Parlor, Pool Tables
721	1	Accommodation, Hotel, Motel, Inn, Camp
722	1	Eating Places, Food Services, Restaurants, Caterers, except drinking places
72241	8	Drinking Places, Bars (alcoholic)
811	2	Repair and Maintenance Services
812	4	Personal Care, Barber, Beauty, Laundry
812990-PA	8	Psychic Arts: fortune tellers, palm readers, etc.
813	1	Membership Organizations
92	1	Public Administration
SB	8	Sexually Oriented, Adult Businesses

(3) NAICS ALPHABETICAL INDEX

NAICS Code	Rate Class	Business Activity
A		
311611	3	Abattoirs
611310	6	Academies, college or university
511140	6	Address list publishers
561110	4	Administrative management services
541810	7	Advertising agencies
323110	3	Advertising materials printing

NAICS Code	Rate Class	Business Activity
511120	6	Advertising periodical publishers
541850	7	Advertising services, indoor or outdoor display
713940	4	Aerobic dance and exercise centers
423860	1	Aeronautical equipment and supplies, wholesaling
524210	7	Agencies, insurance
531210	7	Agencies, real estate
711410	4	Agents for artists, authors, entertainers, models, sports and public figures, etc.
11	4	Agriculture (See type of operation)
111	4	Crop production (exempt)
112	4	Animal production (exempt)
113	4	Forestry and logging
114	4	Fishing, hunting and trapping (exempt)
115	4	Agriculture and forestry support activities
423820	1	Agricultural machinery and equipment, sale
811412	2	Air-conditioner, window, repair and maintenance services
238220	8	Air-conditioning installation contractors
481211	3	Aircraft charter services, passenger
441229	8	Aircraft dealers, retail
423860	1	Aircraft equipment and supplies, wholesaling
488119	3	Aircraft hangar rental
488190	3	Aircraft maintenance and repair services
532411	7	Aircraft rental and leasing
722310	1	Airline food service contractors
561599	4	Airline ticket offices
485999	3	Airport limousine services (shuttle)
561621	4	Alarm systems sales with installation, maintenance, or monitoring services
441221	8	All-terrain vehicle (ATV) dealers
621910	6	Ambulance services, air or ground
713120	8	Amusement device parlors (except gambling), coin-operated; arcades
713290	8	Amusement, gambling machines, coin-operated (video poker) – PROHIBITED
812910	4	Animal grooming services
541940	7	Animal hospitals
561421	4	Answering services, telephone
238990	8	Antenna installation construction contractors
444112	2	Antenna, satellite, sales and installation
441120	8	Antique auto dealers
811420	2	Antique furniture repair and restoration shops
453310	2	Antique shops
531110	7	Apartment rental or leasing
448150	2	Apparel accessory stores

NAICS Code	Rate Class	Business Activity
812320	4	Apparel pressing services
448130	2	Apparel stores, children's and infants' clothing
448110	2	Apparel stores, men's and boys' clothing
453310	2	Apparel stores, used clothing
448120	2	Apparel stores, women's and girls' clothing
532210	7	Appliance rental
443111	2	Appliance stores, household-type
453310	2	Appliance stores, household-type, used
811412	2	Appliance, household-type, repair and maintenance services
423720	1	Appliances, gas (except dryers, freezers, refrigerators), wholesaling
423620	1	Appliances, household-type (except gas ranges, gas water heaters), wholesaling
541990	7	Appraisal (except real estate) services
531320	7	Appraisal services, real estate
712130	4	Aquariums
541990	7	Arbitration and conciliation services (except by attorney, paralegal)
713120	8	Arcades, amusement
541310	7	Architectural (except landscape) services
541320	7	Architectural services, landscape
711310	4	Arena operators
811310	2	Armature rewinding services
561613	4	Armored car services
611610	6	Art (except commercial or graphic) instruction
453920	2	Art dealers
712110	4	Art galleries (except retail)
453920	2	Art galleries retailing art
511199	6	Art publishers
611519	6	Art schools, commercial or graphic
541430	7	Art studios, commercial
453998	2	Art supply stores
711510	4	Artist
453220	2	Arts and crafts, retail
711310	4	Arts event managers with facilities
711320	4	Arts event managers without facilities
562910	4	Asbestos removal contractors
623311	6	Assisted-living facilities with on-site nursing facilities
623312	6	Assisted-living facilities without on-site nursing care facilities
522320	6	ATM machine operator
541110	7	Attorneys' private practices
453998	2	Auction houses (general merchandise)

NAICS Code	Rate Class	Business Activity
423990	1	Audio and video tapes and disks, prerecorded, wholesaling
443112	2	Audio equipment stores (except automotive)
532490	7	Audio visual equipment rental or leasing
541211	7	Auditing services (CPA services), accounts
441310	2	Auto supply stores
423420	1	Automatic teller machines (ATM) wholesaling
493190	5	Automobile dead storage
441110	8	Automobile dealers, new only or new and used
441120	8	Automobile dealers, used only
611692	6	Automobile driving schools
522220	6	Automobile finance leasing companies
522220	6	Automobile financing
423120	1	Automobile glass wholesaling
532112	7	Automobile leasing
812930	4	Automobile parking garages or lots
441310	2	Automobile parts dealers
532111	7	Automobile rental
485320	3	Automobile rental with driver (except shuttle service, taxis)
561491	4	Automobile repossession services
561920	4	Automobile show promoters
811121	2	Automotive body shops
811118	2	Automotive brake repair shops
711212	4	Automobile racetracks
811192	2	Automotive detailing services (cleaning, polishing)
811112	2	Automotive exhaust system repair and replacement shops
811118	2	Automotive front end alignment shops
811122	2	Automotive glass shops
811191	2	Automotive oil change and lubrication shops
811121	2	Automotive paint shops
423120	1	Automotive parts, new, wholesaling
811118	2	Automotive radiator repair shops
811111	2	Automotive repair and replacement shops, general
441320	2	Automotive tire dealers
811113	2	Automotive transmission repair shops
811118	2	Automotive tune-up shops
811121	2	Automotive upholstery shops
811192	2	Automotive washing and polishing
611512	6	Aviation schools
B		
624410	6	Babysitting services, child day care
812990	4	Bail bonding services
445210	1	Baked ham stores
445291	1	Bakery stores, retailing only

NAICS Code	Rate Class	Business Activity
611610	6	Ballet schools (except academic)
711130	4	Bands, dance
812111	4	Barber shops
722410	8	Bars, drinking places, lounges, taverns, alcoholic
532292	7	Beach chair, umbrella rental
448190	2	Beachwear stores, retail
812112	4	Beauty salons
721191	1	Bed and breakfast inns
517221	8	Beeper (i.e., radio pager) communication carriers
722330	1	Beverage stands, nonalcoholic, mobile
451110	1	Bicycle (except motorized) shops
532292	7	Bicycle rental
811490	2	Bicycle repair and maintenance shops without retailing bicycles
441221	8	Bicycle shops, motorized
561440	4	Bill collection services
541850	7	Billboard display advertising services
713990	8	Billiard rooms, parlors
541219	7	Billing services
713290	8	Bingo halls, parlors
621410	6	Birth control clinics
561439	4	Blueprinting services
621999	6	Blood pressure screening services
812990	4	Blood pressure testing machine concession, coin-operated
115210	4	Boarding horses
721310	1	Boarding houses
611110	6	Boarding schools, elementary or secondary
812910	4	Boarding services, pet
441222	8	Boat dealers, new and used
441222	8	Boat trailer dealers
487210	3	Boat, fishing charter, sightseeing, dinner cruises, operation
811490	2	Boat, pleasure, repair & maintenance, not retailing new boats
713930	4	Boating clubs with marinas
713990	4	Boating clubs without marinas
423860	1	Boats (except pleasure) wholesaling
336612	3	Boats (i.e., suitable or intended for personal use) manufacturing
713940	4	Body building studios, physical fitness
811121	2	Body shops, automotive
238220	8	Boiler contractors
523120	6	Bond brokerages
493110	5	Bonded warehousing, general merchandise

NAICS Code	Rate Class	Business Activity
323121	3	Book binding shops
511130	6	Book publishers
451211	1	Book stores
541219	7	Bookkeeping services
323117	3	Books printing without publishing
424920	1	Books, wholesaling
235930	8	Boring contractors, building construction
424490	1	Bottled water (except water treating) wholesaling
454390	2	Bottled water providers, direct selling
713950	4	Bowling alleys, centers
423910	1	Bowling equipment and supplies, wholesaling
451110	1	Bowling equipment and supply stores
711310	4	Boxing event promoters
238140	8	Bricklaying construction contractors
423320	1	Bricks (except refractory) wholesaling
327121	3	Bricks, clay, manufacturing
448190	2	Bridal gown shops (except custom)
532220	7	Bridal wear rental
523120	6	Brokerages, securities
524210	7	Brokers' offices, insurance (see Class 8 for non-admitted rate)
522310	6	Brokers' offices, loan, mortgage
531210	7	Brokers' offices, real estate
		Brokers - see heading under type of operation
561720	4	Building cleaning services, janitorial
236210	8	Building construction, industrial, general construction contractors
236115	8	Building construction, residential
444110	2	Building materials supply dealers, home centers
424710	1	Bulk gasoline stations
532412	7	Bulldozer rental or leasing without operator
561621	4	Burglar alarm sales with installation, maintenance, or monitoring
485510	3	Bus charter services (except scenic, sightseeing)
561599	4	Bus ticket offices
611410	6	Business colleges or schools
541611	7	Business management consulting services
445210	1	Butcher shops
C		
541211	7	CPAs' (certified public accountants) offices
485310	3	Cab (taxi) services
238350	8	Cabinet work on site construction contractors
517510	8	Cable TV providers (except networks)
237130	8	Cable laying

NAICS Code	Rate Class	Business Activity
722310	1	Cafeteria food service contractors (e.g., office, hospital, school)
722212	1	Cafeterias
532210	7	Camcorder rental
423410	1	Camera equipment and supplies, photographic, wholesaling
443130	2	Camera shops, photographic
532120	7	Camper rental
721211	1	Campgrounds
713990	4	Camps (except instructional), day
445292	1	Candy stores, packaged, retailing only
424450	1	Candy wholesaling
532292	7	Canoe rental
722330	1	Canteens, mobile
424990	1	Canvas products wholesaling
454390	8	Canvassers (door-to-door), direct retail sale of merchandise
811192	2	Car detailers
532112	7	Car leasing
532111	7	Car rental agencies
811111	2	Car repair shops, general
811192	2	Car washes
453220	2	Card shops, greeting
424120	1	Cards, greeting, wholesaling
711190	8	Carnival traveling shows
238130	8	Carpentry, framing
238350	8	Carpentry, finish
532490	7	Carpet and rug cleaning equipment rental
561740	4	Carpet cleaning plants, services, including on premises cleaning
442210	1	Carpet stores
722211	1	Carryout restaurants
423850	1	Caskets, burial, wholesaling
532230	7	Cassette, prerecorded video, rental
722320	1	Caterers
238310	8	Ceiling construction contractors
444190	2	Ceiling fan stores
517212	8	Cellular telephone services
443112	2	Cellular telephone stores
423320	1	Cement wholesaling
812220	4	Cemeteries
423320	1	Ceramic construction materials (except refractory) wholesaling
444190	2	Ceramic tile stores

NAICS Code	Rate Class	Business Activity
523930	6	Certified financial planners, customized, fees paid by client
541211	7	Certified public accountants' (CPA) offices
522210	6	Charge card issuing
481212	3	Charter air freight services
481211	3	Charter air passenger services
485510	3	Charter bus services (except scenic, sightseeing)
541710	7	Chemical research and development laboratories or services
424690	1	Chemicals (household, industrial, photographic) wholesaling
424910	1	Chemicals, agricultural, wholesaling
424440	1	Chicken & chicken products (except packaged frozen) wholesaling
112310	4	Chicken egg production
487210	3	Charter fishing boat operation
522390	6	Check cashing services
112320	4	Chicken production (except egg laying)
311615	3	Chickens, slaughtering and dressing
624410	6	Child day care
561790	4	Chimney cleaning services
442299	1	Chinaware stores
621310	6	Chiropractors' offices (centers, clinics)
453220	2	Christmas stores
111421	4	Christmas tree growing
424990	1	Christmas trees (artificial, cut) wholesaling
454390	2	Christmas trees, cut, direct selling
453991	2	Cigarette stands, permanent
424940	1	Cigarettes wholesaling
711190	8	Circuses
524291	7	Claims adjusting, insurance
812320	4	Cleaners, drycleaning and laundry service
561790	4	Cleaning (power sweeping, washing) buildings, parking lots
561740	4	Cleaning carpets
561720	4	Cleaning homes, offices, new building interiors, shopping centers
561740	4	Cleaning services, carpet and rug
561790	4	Cleaning swimming pools
621498	6	Clinics/centers, health practitioners practicing in same office
519190	7	Clipping services, news
811490	2	Clock repair shops without retailing new clocks
448310	2	Clock shops
513220	8	Closed circuit television (CCTV)

NAICS Code	Rate Class	Business Activity
		Clothing – see also apparel
448150	2	Clothing accessories stores
811490	2	Clothing repair shops, alterations only
448140	2	Clothing stores, family
424320	1	Clothing, men's and boys', wholesaling
424330	1	Clothing accessories, women's, children's, infants', wholesaling
454319	2	Coal dealers, direct selling
448190	2	Coat stores
722410	8	Cocktail lounges
722213	1	Coffee shops, on premise brewing
713120	8	Coin-operated amusement devices; arcade (parlor), nongambling
812310	4	Coin-operated drycleaners and laundries
423990	1	Coin-operated game machines wholesaling
713990	8	Coin-operated nongambling amusement device operators
812990	4	Coin-operated personal service machine (e.g., photo, scales, etc.)
493120	5	Cold storage locker services
453220	2	Collectible gift shops (e.g., crystal, pewter, porcelain)
561440	4	Collection agencies
811310	2	Commercial & industrial machinery repair & maintenance services
236220	8	Commercial and institutional building construction management
541430	7	Commercial art services
311812	3	Commercial bakeries
236220	8	Commercial building construction
531120	7	Commercial building rental or leasing
561450	4	Commercial credit reporting bureaus
541922	7	Commercial photography services
531312	7	Commercial property managing
531210	7	Commercial real estate agencies
512110	4	Commercials, television, production
523140	6	Commodity contracts brokers' offices
238210	8	Communication equipment construction contractors
811213	2	Communication equipment repair and maintenance services
236900	1	Communications equipment wholesaling
485113	3	Commuter bus operation
423990	1	Compact discs (CDS), prerecorded, wholesaling
424690	1	Compressed gases (except LP gas) wholesaling
541519	7	Computer consultant
811212	2	Computer equipment repair and maintenance services
443120	2	Computer equipment stores

NAICS Code	Rate Class	Business Activity
518111	7	Computer - internet service providers (ISP)
611420	6	Computer operator training
541511	7	Computer program or software development, custom
532420	7	Computer rental or leasing
611519	6	Computer repair training
541513	7	Computer systems facilities management and operation services
518210	7	Computer time leasing
532230	7	Computer video game rental
541512	7	Computer-aided design systems integration design services
334111	3	Computers, manufacturing
443120	2	Computers, retailing
423430	1	Computers, wholesaling
713990	8	Concession operators, amusement device (except gambling), ride
722330	1	Concession stands, food, mobile
327320	3	Concrete batch plants, ready-mix manufacture and distribution
423320	1	Concrete building products wholesaling
238990	8	Concrete finishing construction contractors
531311	7	Condominium managers' offices
531120	7	Conference center, no promotion of events, rental or leasing
453310	2	Consignment shops, used
532412	7	Construction machinery and equipment rental without operator
811310	2	Construction machinery & equipment repair, maintenance services
423810	1	Construction machinery and equipment wholesaling
236220	8	Construction management firms, commercial and institutional
561450	4	Consumer credit reporting bureaus
522291	8	Consumer finance companies
623311	6	Continuing care retirement communities
23	8	Contractors, construction and special trade - all types
623110	6	Convalescent homes or convalescent hospitals
445120	1	Convenience food stores
447110	1	Convenience food with gasoline stations
561920	4	Convention promoters, managers, services
532420	7	Copier rental or leasing
561439	4	Copy shops
423420	1	Copying machines wholesaling
551114	7	Corporate offices
446120	1	Cosmetics stores

NAICS Code	Rate Class	Business Activity
424210	1	Cosmetics wholesaling
812112	4	Cosmetology salons or shops (beauty shops)
611511	6	Cosmetology schools
448150	2	Costume jewelry stores
423940	1	Costume jewelry wholesaling
532220	7	Costume rental
115111	4	Cotton ginning
624190	6	Counseling services
238990	8	Counter top construction contractors
713910	4	Country clubs
492110	5	Courier services
561920	4	Craft fair managers, organizers, promoters
451120	1	Craft supply stores
532412	7	Crane rental or leasing without operator
561450	4	Credit agencies, investigating services, reporting bureaus
522210	3	Credit card issuing (other than banks)
812220	6	Crematories (except combined with funeral homes)
115112	4	Crop dusting
111	4	Crop production, agriculture
561599	4	Cruise ship ticket offices
453220	2	Curio shops
442291	1	Curtain and drapery stores, packaged
812320	4	Curtain cleaning services
561720	4	Custodial services
337212	3	Custom architectural millwork and fixtures, manufacturing on a job shop basis
236115	8	Custom built house construction
315211	3	Cut and sew apparel contractors, men's and boys'
315212	3	Cut and sew apparel contractors, women's, girls', and infants'
D		
445299	1	Dairy product stores
424430	1	Dairy products, wholesaling
711130	4	Dance bands
713940	4	Dance centers, aerobic
713990	4	Dance halls, dance schools, studios
518210	7	Data processing computer services
511140	6	Database and directory publishers
624120	6	Day care centers, adult
624410	6	Day care centers, child or infant
541410	7	Decorating consulting services, interior
722211	1	Delicatessen restaurants
492210	5	Delivery service
238910	8	Demolition of buildings or other structures, construction contractors

NAICS Code	Rate Class	Business Activity
339116	3	Dental laboratories
621210	6	Dentists' offices (e.g., centers, clinics)
423450	1	Dentists' professional supplies wholesaling
452110	2	Department stores
621111	6	Dermatologists' offices
561410	4	Desktop publishing services
561611	4	Detective agencies
621420	6	Detoxification centers and clinics
811198	2	Diagnostic centers without repair, automotive
812331	4	Diaper supply services
561410	4	Dictation services
812191	4	Diet centers, non-medical
323115	3	Digital printing
722110	1	Diners, full service
487210	3	Dinner cruises
711110	4	Dinner theaters
541860	7	Direct mail advertising services
454390	8	Direct selling of merchandise (door-to-door, vehicles, stalls, street vendors)
511140	6	Directory and database publishers
713990	4	Discotheques (except those serving alcoholic beverages)
812990	4	Discount buying services
452110	2	Discount department stores
488310	3	Docking facility operations
561439	4	Document copying services
452990	2	Dollar stores
238350	8	Door and window construction contractors
722110	1	Doughnut shops
541340	7	Drafting services
561790	4	Drain cleaning services
237990	8	Dredging, general construction contractors
722410	8	Drinking places (i.e., bars, lounges, taverns), alcoholic
722211	1	Drive-in restaurants
611692	6	Driver education
713990	4	Driving ranges, golf
446110	1	Drug stores
424210	1	Drugs wholesaling
812320	4	Drycleaners
238310	8	Drywall construction contractors\
561790	4	Duct cleaning services
E		
812199	4	Ear piercing services
532412	7	Earth moving equipment rental or leasing without operator
237990	8	Earth moving not connected with building construction

NAICS Code	Rate Class	Business Activity
722110	1	Eating places
611699	6	Educational services, miscellaneous
112310	4	Egg production, chicken
811310	2	Electric motor repair and maintenance services
221122	8	Electric power distribution systems - franchise
444190	2	Electrical supply stores
238210	8	Electrical repair construction contractors
811118	2	Electrical repair shops, automotive
444190	2	Electrical supply stores
713120	8	Electronic game arcades, nongambling
423690	1	Electronic parts, wholesaling
811412	2	Electronic repair
443112	2	Electronic stores
238290	8	Elevator, escalator installation contractors
812210	4	Embalming services
561310	4	Employment agencies
811111	2	Engine repair and replacement shops, automotive
811411	2	Engine repair, small engine (e.g., lawnmowers)
541330	7	Engineering services
711510	4	Entertainers, independent
541620	7	Environmental consulting services
562910	4	Environmental remediation services
115310	4	Estimating timber
713940	4	Exercise centers
532292	7	Exercise equipment rental
451110	1	Exercise equipment stores
811112	2	Exhaust system repair and replacement shops, automotive
561710	4	Exterminating services
F		
451130	1	Fabric shops
424310	1	Fabrics, textile (except burlap, felt), wholesaling
811213	2	Facsimile machine repair and maintenance services
621410	6	Family planning counseling services
441229	8	Farm machinery, retail
424910	1	Farm supplies wholesaling
722211	1	Fast food restaurants
444220	2	Feed stores
237990	8	Fence construction contractors
561730	4	Fertilizing lawns
711310	3	Festival promoters
238210	8	Fiber optic cable construction contractors
522291	6	Finance companies
523930	6	Financial investment or planning services
313311	3	Finishing plants, broadwoven fabric

NAICS Code	Rate Class	Business Activity
561621	4	Fire alarm sales, installation, maintenance, or monitoring services
454319	2	Firewood dealers, direct selling
453998	2	Fireworks shops
487210	3	Fishing boat charter operation
451110	1	Fishing supply stores
445220	1	Fish markets
713940	4	Fitness centers
531120	7	Flea market space, rental or leasing
454390	8	Flea markets, direct selling - peddlers
713210	8	Floating casinos (i.e., gambling cruises, riverboat casinos)
238330	8	Floor laying, finishing, or refinishing construction contractors
561422	4	Floral wire services
453110	2	Florists
453110	2	Flower shops
561920	4	Flower show promoters
424930	1	Flowers wholesaling
611512	6	Flying instruction
445110	1	Food, grocery stores
446191	1	Food, health supplement stores
722330	1	Food carts, mobile
722310	1	Food service contractors, concession operator, or cafeteria
448210	2	Footwear stores
424340	1	Footwear wholesaling
115310	4	Forestry services
532220	7	Formal wear rental
812990-PA		Fortune-telling services
533110	7	Franchise agreements, leasing, selling or licensing only
488510	3	Freight forwarder
445230	1	Fruit and vegetable markets or stands, permanent
454311	2	Fuel oil (i.e., heating) dealers, direct selling
424720	1	Fuel oil wholesaling
812210	4	Funeral homes
532299	7	Furniture rental centers
442110	1	Furniture and appliance stores, new
561740	4	Furniture cleaning services
811420	2	Furniture refinishing, repair, or reupholstery shops
453310	2	Furniture stores, used
G		
713290	8	Gambling device arcades or parlors, coin-operated
562111	4	Garbage collection services
444220	2	Garden centers

NAICS Code	Rate Class	Business Activity
811411	2	Garden equipment repair and maintenance services
561730	4	Garden maintenance services
444210	2	Garden power equipment stores
532490	7	Garden tractor rental or leasing
811490	2	Garment alteration and/or repair shops
812320	4	Garment cleaning services
237120	8	Gas main construction
221210	8	Gas, natural, distribution - franchise
424710	1	Gasoline bulk stations and terminals
447110	1	Gasoline stations with convenience stores
447190	1	Gasoline stations without convenience stores
424720	1	Gasoline wholesaling (except bulk stations, terminals)
452990	2	General stores
541370	7	Geographic information system (GIS) base mapping services
453220	2	Gift shops and greeting card shops
115111	4	Ginning cotton
238150	8	Glass installation (except automotive) construction contractors
811122	2	Glass shops, automotive
444190	2	Glass stores
442299	1	Glassware stores
713910	4	Golf courses and country clubs
713990	4	Golf courses, miniature, pitch-n-putt, driving ranges
451110	1	Golf pro shops, sporting goods stores
445299	1	Gourmet food stores
311211	3	Grain mills
541430	7	Graphic art and related design services
424410	1	Groceries, general-line, wholesaling
445110	1	Grocery stores
624410	6	Group day care centers, child or infant
623110	6	Group homes for the disabled
561612	4	Guard services
721199	1	Guest houses
713990	4	Guide services
451110	1	Gun shops, gunsmiths
H		
621491	6	HMO (health maintenance organization)
812112	4	Hair stylist services, hairdresser
448150	2	Handbag stores
423710	1	Hardware (except motor vehicle) wholesaling
444130	2	Hardware stores
562112	4	Hazardous waste collection services
446110	1	Health and beauty aids stores
713940	4	Health club facilities, physical fitness

NAICS Code	Rate Class	Business Activity
446191	1	Health food stores
721110	1	Health spas
237990	8	Heavy construction equipment rental with operator
532412	7	Heavy construction equipment rental without operator
811310	2	Heavy machinery and equipment repair and maintenance services
481211	3	Helicopter passenger carriers
237310	8	Highway construction
451120	1	Hobby shops
551112	7	Holding companies
452990	2	Home and auto supply stores
442299	1	Home furnishings, miscellaneous retail
621610	6	Home health care agencies
444110	2	Home improvement centers
621399	6	Home nursing services
623110	6	Homes for the aged
487110	3	Horse-drawn carriage operation
621610	6	Hospice care services, in home
524114	8	Hospital and medical service plans, direct (insurance)
622110	6	Hospitals, general medical and surgical
721199	1	Hostels
453998	2	Hot tub stores
561110	4	Hotel management services
721110	1	Hotels
238990	8	House moving construction contractors
454390	8	House-to-house direct selling
561720	4	Housekeeping services
442299	1	Housewares stores
713990	4	Hunting clubs, recreational
114210	4	Hunting preserves
I		
722213	1	Ice cream parlors
722330	1	Ice cream truck vendors
541213	7	Income tax return preparation services
811310	2	Industrial equipment and machinery repair, maintenance services
541710	7	Industrial research and development
624410	6	Infant day care services
518111	7	Information access services, on-line
541512	7	Information management computer systems integration design services
721191	1	Inns, bed and breakfast
115112	4	Insect control for crops
561710	4	Insect extermination services
522220	6	Installment sales financing

NAICS Code	Rate Class	Business Activity
238310	8	Insulation construction contractors
524210	7	Insurance agencies
524114	8	Insurance carriers, health, direct
524113	8	Insurance carriers, life, disability, direct
524126	8	Insurance carriers, property and casualty, fidelity, surety, direct
524127	8	Insurance carriers, title, direct
524291	7	Insurance claims adjusting
541410	7	Interior decorator, design services
518111	7	Internet service providers (ISP)
516110	7	Internet publishers
561611	4	Investigators, private
523930	6	Investment advice consulting services
J		
423850	1	Janitorial equipment and supplies wholesaling
561720	4	Janitorial services
811490	2	Jewelry repair shops
448310	2	Jewelry stores
423940	1	Jewelry wholesaling
624310	6	Job counseling, vocational rehabilitation
423930	8	Junk dealers, wholesaling
K		
611620	6	Karate schools
812910	4	Kennels, pet boarding Kerosene - see fuel oil
811490	2	Key duplicating shops
621492	6	Kidney dialysis centers and clinics
611110	6	Kindergartens
444190	2	Kitchen cabinet (except custom) stores
337110	3	Kitchen cabinets, stock or custom wood, manufacturing
442299	1	Kitchenware stores Knitting mills - see textile mills
L		
621399	6	LPNs' (licensed practical nurses) offices
561330	4	Labor leasing services
621511	6	Laboratories, medical
541380	7	Laboratories, testing (except medical)
423450	1	Laboratory equipment, dental and medical, wholesaling
442299	1	Lamp shops, electric
238990	8	Land clearing and drainage construction contractors
531190	7	Land rental or leasing
237210	8	Land subdividers and developers (except cemeteries)
541370	7	Land surveying services
541320	7	Land use planning services
562212	8	Landfills

NAICS Code	Rate Class	Business Activity
541320	7	Landscape architectural services
561730	4	Landscape installation, care and maintenance services
812320	4	Laundries
812310	4	Laundromats
812331	4	Laundry services, linen supply
541110	7	Law offices
811411	2	Lawn and garden equipment repair and maintenance services
561730	4	Lawn care services
444220	2	Lawn supply stores
532490	7	Leasing equipment
532112	7	Leasing automobiles
444190	2	Lighting fixture stores
423610	1	Lighting fixtures, electric, wholesaling
532111	7	Limousine rental without driver
485320	3	Limousines for hire with driver (except taxis)
442299	1	Linen stores
448190	2	Lingerie stores
424710	1	Liquefied petroleum gas (LPG) bulk stations and terminals
454312	2	Liquefied petroleum gas (LPG) dealers, direct selling
424720	1	Liquefied petroleum gas (LPG) wholesaling
424520	1	Livestock auctions
522310	6	Loan brokers' or agents' offices
522291	6	Loan companies (i.e., consumer, personal, small, student)
561622	4	Locksmith services
113310	4	Logging
517110	8	Long-distance telephone carriers (except wireless)
517310	8	Long-distance telephone resellers (except satellite)
488320	3	Longshoremens services
722410	8	Lounges, cocktail
448320	2	Luggage stores
423310	1	Lumber (e.g., dressed, finished, rough) wholesaling
444190	2	Lumber retailing yards
M		
332710	3	Machine shops
811310	2	Machine tools repair and maintenance services
423420	1	Machines, office, wholesaling
454390	8	Magazine, sales or subscriptions, door-to-door
451212	1	Magazine stands
424920	1	Magazines wholesaling
561720	4	Maid services
532420	7	Mailing equipment rental or leasing
511140	6	Mailing list compiling services

NAICS Code	Rate Class	Business Activity
561110	4	Management services (except complete operation of business)
531312	7	Managers' offices, commercial real estate
531311	7	Managers' offices, residential real estate
561920	4	Managers, convention, trade fair or show
711410	4	Managers, entertainers, public figures, sports figures
812113	4	Manicurist services
423390	1	Manufactured (mobile) homes wholesaling
453930	2	Manufactured (mobile) home dealers
531190	7	Manufactured (mobile) home parks, sites rental or leasing
31	3	Manufacturing - food, beverages, tobacco products, textiles, apparel, leather goods
32	3	Manufacturing - wood products, manufactured (mobile) homes, prefabricated (modular) buildings, paper, printing, petroleum products, chemicals, gases, dyes, plastics, synthetic rubber, synthetic fibers, fertilizer, pesticides, medicine, paint, soap, film, rubber products, clay and ceramic products, glass, cement, concrete products, mineral products, etc.
33	3	Manufacturing - metals and metal products, small arms, ammunition, farm machinery, construction machinery, industrial machinery, commercial & service machinery, office machines, heating and air-conditioning equipment, tools, engines, pumps, elevators, computer and electronic products, communications equipment, audio and video equipment, instruments, timing devices, lighting equipment, appliances, electrical equipment, batteries, wire, transportation equipment and motor vehicles, trailers and campers, aircraft and parts, military equipment, home and office furniture, household products, medical equipment and supplies, jewelry, athletic goods, toys and games, signs, musical instruments, caskets, and Misc.
713930	4	Marina
441222	8	Marine supply dealers, boat dealers
423320	1	Mason's materials wholesaling
444190	2	Masonry (block, brick, stone) dealers
238140	8	Masonry construction contractors
448120	2	Maternity shops
442110	1	Mattress stores
812220	4	Mausoleums
624210	6	Meal delivery programs
445210	1	Meat markets
424470	1	Meats and meat products wholesaling

NAICS Code	Rate Class	Business Activity
238210	8	Mechanical construction contractors
541330	7	Mechanical engineering services
531120	7	Medical building rental or leasing
621111	6	Medical doctors' offices
423450	1	Medical equipment and supplies wholesaling
621511	6	Medical laboratories
813410	1	Membership associations, civic or social
812220	4	Memorial gardens (i.e., burial places)
561421	4	Message services, telephone answering
492210	5	Messenger service
423510	1	Metals, ferrous and nonferrous, wholesaling
561990	4	Meter reading services, contract
311511	3	Milk processing
423840	1	Mill supplies wholesaling
713990	4	Miniature golf courses
531130	7	Miniwarehouse rental or leasing
722330	1	Mobile food stands
531190	7	Mobile (manufactured) home parks, site rental or leasing
453930	2	Mobile (manufactured) home dealers
532120	7	Mobile home rental, except on site
238990	8	Mobile home site setup and tie down construction contractors
484220	3	Mobile home towing services
517212	8	Mobile telephone communication carriers
236115	8	Modular house assembly and installation on site, construction
522390	6	Money order issuance services, not related to banking
453998	2	Monument (burial marker) dealers
423990	1	Monuments and grave markers wholesaling
327991	3	Monuments and tombstone, cut stone manufacturing
441221	8	Moped dealers
532292	7	Moped rental
522292	6	Mortgage banking (nondepository mortgage lending)
522310	6	Mortgage brokers' or agents' offices (independent)
812210	4	Mortuaries
721110	1	Motels
512199	4	Motion picture booking agencies
512131	4	Motion picture theaters
484110	3	Motor freight carrier, general
441210	8	Motor home dealers
532120	7	Motor home rental
811310	2	Motor repair and maintenance services
441221	8	Motor scooter dealers
423120	1	Motor vehicle parts and accessories, wholesaling
488410	3	Motor vehicle towing services

NAICS Code	Rate Class	Business Activity
423110	1	Motor vehicles wholesaling
441221	8	Motorcycle dealers
532292	7	Motorcycle rental
811490	2	Motorcycle repair shops
561730	4	Mowing services
811112	2	Muffler repair and replacement shops
611610	6	Music instruction
451220	1	Music stores (e.g., cassette, compact disc, record, tape)
532299	7	Musical instrument rental
811490	2	Musical instrument repair shops
423990	1	Musical recordings wholesaling
711130	4	Musicians, independent
N		
221210	8	Natural gas distribution systems - franchise
621399	6	Naturopaths' offices (e.g., centers, clinics)
448150	2	Neckwear stores
451130	1	Needlecraft sewing supply stores
621111	6	Neurologists' offices (e.g., centers, clinics)
519110	7	News service, syndicate
511120	6	Newsletter publishers
541840	7	Newspaper advertising representatives (independent of media owners)
711510	4	Newspaper columnists, independent (freelance)
511110	6	Newspaper publishers
424920	1	Newspapers wholesaling
451212	1	Newsstands
722410	8	Night clubs, alcoholic beverage
424990	1	Novelties wholesaling
453220	2	Novelty shops
561310	4	Nurse registries
444220	2	Nursery and garden centers
424930	1	Nursery stock (except plant bulbs, seeds) wholesaling
111421	4	Nursery stock growing
621610	6	Nursing agencies, primarily providing home nursing services
623110	6	Nursing homes
O		
621111	6	Obstetricians' offices
621340	6	Occupational therapists' offices
531120	7	Office building rental or leasing
561720	4	Office cleaning services
423420	1	Office equipment wholesaling
532420	7	Office furniture rental or leasing
442110	1	Office furniture stores
423210	1	Office furniture wholesaling

NAICS Code	Rate Class	Business Activity
561320	4	Office help supply services
811212	2	Office machine repair & maintenance services (except communication equip.)
532420	7	Office machinery and equipment rental or leasing
423420	1	Office machines wholesaling
561110	4	Office management services
424120	1	Office supplies (except furniture, machines) wholesaling
453210	2	Office supply stores
811191	4	Oil change and lubrication shops, automotive
424710	1	Oil, petroleum, bulk stations and terminals
424720	1	Oil, petroleum, wholesaling (except bulk stations, terminals)
454311	2	Oil, heating, retail
518191	7	On-line access service providers
621111	6	Oncologists' offices
236115	8	Operative builders
621111	6	Ophthalmologists' offices
423460	1	Optical goods (except cameras) wholesaling
446130	1	Optical goods stores (except offices of optometrists)
518210	7	Optical scanning services
621320	6	Optometrists' offices
621210	6	Orthodontists' offices
621111	6	Orthopedic physicians' offices
621111	6	Osteopathic physicians' (except mental health) offices
441222	8	Outboard motor dealers
811490	2	Outboard motor repair shops
541850	7	Outdoor display advertising services
451110	1	Outdoor sporting equipment stores
P		
621999	6	Pacemaker monitoring services
517211	8	Paging services
811121	2	Paint shops, automotive
444120	2	Paint stores
424950	1	Painter's supplies wholesaling
711510	4	Painters (i.e., artists), independent
238320	8	Painting, exterior and interior, construction contractors
812990-PA	8	Palm reading services
423930	1	Paper, scrap, wholesaling
812930	4	Parking garages, lots, automobile
441310	2	Parts and accessories dealers, automotive
532299	7	Party rental supply centers
445120	1	Party shops, convenience stores
621111	6	Pathologists', neuropathological, offices
561612	4	Patrol services, security
522298	8	Pawnshops

NAICS Code	Rate Class	Business Activity
812990	4	Pay telephone equipment concession operators
513210	8	Pay television networks - franchise
621111	6	Pediatricians' offices
454390	8	Peddlers, direct selling of merchandise (door-to-door, from vehicles or stalls, street vendors)
611610	6	Performing arts schools (except academic)
517212	8	Personal communication services (PCS), communication carriers
561710	4	Pest control services
812910	4	Pet boarding services
812220	4	Pet cemeteries
812910	4	Pet grooming services
541940	7	Pet hospitals
453910	2	Pet shops
424990	1	Pet supplies (except pet food) wholesaling
812910	4	Pet training services
		Petroleum – see Gas or Oil
424210	1	Pharmaceuticals wholesaling
446110	1	Pharmacies
424120	1	Photocopy supplies wholesaling
811212	2	Photocopying machine repair and maintenance services
561439	4	Photocopying services
812921	4	Photofinishing services, developing
541922	7	Photographers, commercial
541921	7	Photographers, portraits
423410	1	Photographic equipment and supplies wholesaling
532210	7	Photographic equipment rental
811211	2	Photographic equipment repair shops
443130	2	Photographic supply stores
541921	7	Photography services, studios
713940	4	Physical fitness facilities
621340	6	Physical therapy offices
621111	6	Physicians' (except mental health) offices
621399	6	Physicians' assistants' offices
621340	6	Physiotherapists' offices
532299	7	Piano rental
451140	1	Piano stores
442299	1	Picture frame shops, custom
453998	2	Picture frames, ready made - retail
424310	1	Piece goods wholesaling
451130	1	Piece goods stores
237990	8	Pier construction
237110	8	Pipeline (e.g., gas, oil, sewer, water) construction
722110	1	Pizza parlors
561310	4	Placement agencies or services, employment

NAICS Code	Rate Class	Business Activity
561730	4	Plant and shrub maintenance services
621111	6	Plastic surgeons' offices
423930	1	Plastics scrap wholesaling
238220	8	Plumbing construction contractors - plumbers
423720	1	Plumbing equipment, fixtures, supplies wholesaling
444190	2	Plumbing supply stores
621391	6	Podiatrists' offices
561611	6	Polygraph services
561790	4	Pool cleaning
713990	8	Pool rooms
488310	3	Port facility operation
562991	4	Portable toilet renting and/or servicing
236220	8	Post office construction
445210	1	Poultry dealers
444210	2	Power equipment stores, outdoor
237130	8	Power line construction
532490	7	Power washer rental or leasing
561790	4	Power washing building exteriors
624410	6	Pre-kindergarten, preschool centers
238120	8	Precast concrete product placement construction contractors
236116	8	Prefabricated building erection
444190	2	Prefabricated building dealers
323114	3	Print shops - commercial
561611	4	Private detective services
611110	6	Private schools, elementary or secondary
451110	1	Pro shops (e.g., golf, skiing, tennis)
541199	7	Process server services
621111	6	Proctologists' offices
445230	1	Produce markets
424480	1	Produce, fresh, wholesaling
541511	7	Programming services, custom computer
711310	4	Promoters of events
531311	7	Propane - see Liquefied Petroleum Gas
531311	7	Property manager
446199	1	Prosthetic stores
561730	4	Pruning services, ornamental tree and shrub
623220	6	Psychiatric convalescent homes or hospitals
621112	6	Psychiatrists' offices
812990-PA	8	Psychic Arts (fortune tellers, palm readers, etc.)
621330	6	Psychologists' offices
541211	7	Public accountants' (CPAs) offices, certified
541219	7	Public accountants' (except CPAs) private practices
541820	7	Public relations services
423990	1	Pulpwood wholesaling

NAICS Code	Rate Class	Business Activity
562991	4	Pumping cesspools and septic tanks
Q		
323114	3	Quick printing - duplicating
811191	2	Quick-lube shops
523999	6	Quotation services, securities
R		
721211	1	RV (recreational vehicle) parks
532120	7	RV (recreational vehicle) rental or leasing
441210	8	RV dealers
711212	4	Racetracks (e.g., automobile, horse)
541380	7	Radiation testing laboratories or services
811118	2	Radiator repair shops, automotive
517211	8	Radio paging services communication carriers
811211	2	Radio repair and maintenance services
515112	7	Radio stations
562211	4	Radioactive waste collecting and/or disposal
621111	6	Radiologists' offices
541380	7	Radon testing laboratories or services
482	8	Railroads
327320	3	Ready-mixed concrete manufacturing and distributing
531190	7	Real estate (except building) rental or leasing
531210	7	Real estate agents' or brokers' offices
531320	7	Real estate appraisal services
531390	7	Real estate listing services
531312	7	Real estate property managers' offices, commercial
531311	7	Real estate property managers' offices, residential
531130	7	Real estate rental or leasing of miniwarehouses & self-storage
531120	7	Real estate rental or leasing of any nonresidential building (except miniwarehouse)
531110	7	Real estate rental or leasing of residential building (more than one dwelling unit)
237210	8	Real property (except cemetery lots) development or subdivision
326212	3	Recapping tires
451220	1	Record stores
512240	4	Recording studios, sound
713990	4	Recreational day camps (except instructional)
423910	1	Recreational equipment and supplies (except vehicles) wholesaling
532292	7	Recreational goods rental
451110	1	Recreational goods stores - retail
713940	4	Recreational sports club facilities
441210	8	Recreational vehicle (RV) dealers
532120	7	Recreational vehicle (RV) rental or leasing

NAICS Code	Rate Class	Business Activity
721211	1	Recreational vehicle parks
441210	8	Recreational vehicle parts and accessories stores
423110	1	Recreational vehicles wholesaling
423930	8	Recyclable material, junk, wholesaling
561310	4	Referral agencies or services, employment
722330	1	Refreshment stands, mobile
493120	5	Refrigerated warehousing
562111	4	Refuse collection services
562219	4	Refuse treatment and disposal, nonhazardous
624310	6	Rehabilitation job counseling and training, vocational
451211	1	Religious book stores
532310	7	Rent-all centers, miscellaneous rental
811	2	Repair services (see type of operation)
561491	4	Repossession services
561599	4	Reservation services (e.g., airline, car rental, hotel, restaurant)
623110	6	Rest, retirement homes
722110	1	Restaurants
44-45		Retail (see type of operation)
4411	8	Automobile dealers
4412	8	Other motor vehicle dealers
4413	2	Automotive parts, tire stores
442	1	Furniture & home furnishing stores
443	2	Electronics & appliance stores
444	2	Building material, garden equipment & supply dealers
445	1	Food & beverage stores
446	1	Health & personal care stores
447	1	Gasoline stations
448	2	Clothing & clothing accessories stores
451	1	Sporting goods, hobby, book & music stores
452	2	General merchandise stores
44-45	2	Miscellaneous store retailers
	2	Nonstore retailers, except peddlers
811420	2	Reupholstery shops, furniture
713990	4	Riding stables
713990	4	Rifle clubs, recreational
713940	4	Roller skating rinks
238160	8	Roof spraying, painting or coating, construction contractors
444190	2	Roofing material dealers
423330	1	Roofing materials (except wood) wholesaling
721310	1	Rooming and boarding houses
561740	4	Rug cleaning services
442210	1	Rug stores

S

NAICS Code	Rate Class	Business Activity
441222	8	Sailboat dealers
532292	7	Sailboat rental
713930	4	Sailing clubs
444190	2	Sand, retail
423320	1	Sand wholesaling
722211	1	Sandwich shops
424490	1	Sandwich wholesaling
562212	4	Sanitary landfills
444112	2	Satellite antenna sales & installation
811411	2	Saw repair and maintenance
321113	3	Sawmills
611	6	Schools (see type)
424460	1	Seafood (except canned, packaged frozen) wholesaling
445220	1	Seafood markets
561410	4	Secretarial services
523120	6	Securities brokers' offices
561621	4	Security alarm systems sales with installation, maintenance, or monitoring services
561612	4	Security guard services
531130	7	Self-storage warehousing
238220	8	Septic system construction contractors
562991	4	Septic tank cleaning services
447190	1	Service stations, gasoline
562998	4	Sewer cleaning and rodding services
221320	4	Sewer systems
443111	2	Sewing machine stores, household-type
451130	1	Sewing supply stores
SB	8	Sexually Oriented Businesses
811430	2	Shoe repair shops
448210	2	Shoe stores (except bowling, golf, spiked)
451110	1	Shoe stores, specialty sports footwear
424340	1	Shoes wholesaling
485999	3	Shuttle services (except employee bus)
238170	8	Siding construction contractors
444190	2	Siding dealers
487210	3	Sightseeing boat operation
487110	3	Sightseeing bus operation
238990	8	Sign contractors, installation (on buildings)
234110	8	Sign erection (i.e., highway, street) contractors
541890	7	Sign lettering and painting services
522291	6	Small loan companies
722213	1	Snack bars, soda fountains, fixed location
722330	1	Snack stands, mobile
424490	1	Soft drinks wholesaling
453220	2	Souvenir shops

NAICS Code	Rate Class	Business Activity
713940	4	Spa - health club
621340	6	Speech therapists' offices
532292	7	Sporting goods rental
451110	1	Sporting goods stores
711310	4	Sports event managers, promoters
711410	4	Sports figures' agents or managers
453210	2	Stationery stores
424120	1	Stationery supplies wholesaling
722110	1	Steak houses
423510	1	Steel wholesaling
561410	4	Stenographic services
443112	2	Stereo stores
488320	3	Stevedoring services
523120	6	Stock brokers' offices
454390	8	Street vendors (except food)
722330	1	Street vendors, food
445110	1	Supermarkets
452910	2	Superstores (food and general merchandise)
621111	7	Surgeons' (except dental) offices
541940	6	Surgeons' offices, veterinary
621210	6	Surgeons', dental, offices
423450	1	Surgical supplies wholesaling
541370	7	Surveying and mapping services (except geophysical)
423490	1	Surveying equipment and supplies wholesaling
541360	7	Surveying services, geophysical
611620	6	Swimming instruction
561790	4	Swimming pool cleaning and maintenance
238990	8	Swimming pool construction contractors
453998	2	Swimming pool supply stores
423910	1	Swimming pools and equipment wholesaling
T		
448190	2	T-shirt shops, custom printed
451110	1	Tackle shops (fishing)
811490	2	Tailor shops, alterations only
722211	1	Take out eating places
812199	4	Tanning salons
423990	1	Tapes, prerecorded, audio or video, wholesaling
722410	8	Taverns (i.e., drinking places)
561440	4	Tax collection services on a contract or fee basis
541213	7	Tax return preparation services
485310	3	Taxicab services
711510	4	Taxidermists, independent
517212	8	Telecommunications carriers, cellular telephone
517110	8	Telecommunications carriers, wired
532490	7	Telecommunications equipment rental or leasing

NAICS Code	Rate Class	Business Activity
237130	8	Telecommunications line construction (e.g., telephone, telegraph)
541618	7	Telecommunications management consulting services
517110	8	Telecommunications networks, wired
517310	8	Telecommunications resellers
238210	8	Telecommunications wiring installation contractors
513310	8	Telegram services
561422	4	Telemarketing bureaus
561421	4	Telephone answering services
561499	4	Telephone billing & collection services
541870	7	Telephone directory distribution services, door-to-door
511140	6	Telephone directory publishers
811213	2	Telephone equipment repair and maintenance services
423690	1	Telephone equipment wholesaling
561422	4	Telephone solicitation services on a contract or fee basis
443112	2	Telephone stores (including cellular)
541840	7	Television advertising representatives
443112	2	Television and radio stores
515120	7	Television broadcasting stations
511120	6	Television guide publishers
517510	8	Television operations, closed circuit
532210	7	Television rental
811211	2	Television repair services
561320	4	Temporary employment services
713940	4	Tennis club facilities
561710	4	Termite control services
313210	3	Textile mills
424310	1	Textiles wholesaling
711110	4	Theaters, live theatrical production
512131	4	Theaters, motion picture
711310	4	Theatrical production managers, organizers, promoters
713110	4	Theme parks, amusement
453310	2	Thrift shops, used merchandise
561599	4	Ticket agencies, amusement, sports, theatrical, travel
444190	2	Tile stores, ceramic
423990	1	Timber and timber products (except lumber) wholesaling
115310	4	Timber valuation
321114	3	Timber, structural, treating
561599	4	Time share exchange services, condominium
441320	2	Tire dealers, automotive
811198	2	Tire repair shops (except retreading), automotive
326212	3	Tire retreading, recapping or rebuilding
423130	1	Tires, motor vehicle, wholesaling
541191	7	Title companies, real estate, abstract
524127	8	Title insurance carriers, real estate, direct

NAICS Code	Rate Class	Business Activity
424940	1	Tobacco products wholesaling
453991	2	Tobacco stores
325992	3	Toner cartridges rebuilding
487110	3	Tour bus, scenic and sightseeing, operation
561520	4	Tour operators
713990	4	Tourist guide services
721199	1	Tourist homes
812331	4	Towel supply services
488410	3	Towing services, motor vehicle
562910	4	Toxic material removal contractors
451120	1	Toy stores
811310	2	Tractor, farm or construction equipment repair and maintenance
532490	7	Tractor, farm or garden, rental or leasing
811411	2	Tractors, lawn and garden repair and maintenance services
561920	4	Trade show managers, organizers, promoters
531190	7	Trailer park or court, residential
532120	7	Trailer rental or leasing
811113	2	Transmission repair shops, automotive
562111	4	Trash collection services
561510	4	Travel agencies
721211	1	Travel trailer campsites
441210	8	Travel trailer dealers
561730	4	Tree services, planting, trimming, removal
453998	2	Trophy shops
532120	7	Truck rental or leasing
811111	2	Truck repair shops, general
447190	1	Truck stops
488490	3	Trucking terminals, independently operated
811118	2	Tune-up shops, automotive
811490	2	Tuning and repair of musical instruments
532220	7	Tuxedo rental
561410	4	Typing services
U		
621512	6	Ultrasound imaging centers
238910	8	Underground tank removal construction contractors
812210	4	Undertaker services
812331	4	Uniform supply services
448190	2	Uniform stores (except athletic)
451110	1	Uniform stores, athletic
812112	4	Unisex hair stylist shops
811420	2	Upholstery (except motor vehicle) repair services
561740	4	Upholstery cleaning services
451130	1	Upholstery materials stores

NAICS Code	Rate Class	Business Activity
811121	2	Upholstery shops, automotive
621111	6	Urologists' offices
441120	8	Used car dealers
423110	1	Used cars wholesaling
453310	2	Used merchandise stores (except pawnshops)
423140	1	Used parts, motor vehicle, wholesaling
V		
721214	1	Vacation camps
443111	2	Vacuum cleaner stores, household-type
452990	2	Variety stores
445230	1	Vegetable markets
424480	1	Vegetables, fresh, wholesaling
454210	8	Vending machine distributors, sellers of products
541940	7	Veterinary services
811211	2	Video cassette recorder (VCR) repair services
713120	8	Video game arcades (except gambling)
713290	8	Video poker, gambling - PROHIBITED
532210	7	Video recorder rental
532230	7	Video tape rental stores
451220	1	Video tape stores
541921	7	Video taping services, special events
446191	1	Vitamin stores
561421	4	Voice mailbox services
621340	6	Voice pathologists' offices
W		
238320	8	Wall covering or removal construction contractors
444120	2	Wallpaper and wall coverings stores
493110	5	Warehousing and storage, general merchandise
493130	5	Warehousing, farm products (except refrigerated)
493120	5	Warehousing, refrigerated
531130	7	Warehousing, self storage, miniwarehouses
562112	4	Waste collection services, hazardous
562111	4	Waste collection services, nonhazardous solid
221320	4	Waste collection, treatment, and disposal through a sewer system
562213	8	Waste (except sewage) treatment facilities,
811490	2	Watch repair shops without retailing new watches
448310	2	Watch shops
811412	2	Water heater repair and maintenance services
237110	8	Water main and line construction
532292	7	Water ski rental
561990	4	Water softener services
221310	4	Water supply systems
237110	8	Water well drilling construction contractors
424490	1	Water, bottled (except water treating), wholesaling

NAICS Code	Rate Class	Business Activity
812990	4	Wedding chapels (except churches), wedding planning
541921	7	Wedding photography services
561730	4	Weed control and fertilizing services (except crop)
812191	4	Weight loss centers, non-medical
713940	4	Weight training centers
811310	2	Welding repair services
237990	8	Wharf construction
488310	3	Wharf operation
811118	2	Wheel alignment shops, automotive
532291	7	Wheel chair rental
42	1	Wholesale (see type of product)
423	1	- Durable goods
424	1	- Nondurable goods
448150	2	Wig and hairpiece stores
424990	2	Wigs wholesaling
561720	4	Window cleaning services
811490	2	Window shade repair and maintenance shops
444190	2	Window stores
811122	2	Window tinting, automotive
442291	1	Window treatment stores
561422	4	Wire services (telemarketing services), floral
423990	1	Wood products (e.g., chips, posts, shavings, ties) wholesaling
561410	4	Word processing services
488410	3	Wrecker services (towing services), motor vehicle
238910	8	Wrecking, buildings or other structures, construction contractors
X		
541380	7	X-ray inspection services
621512	6	X-ray laboratories, medical or dental
423450	1	X-ray machines and parts, medical and dental, wholesaling
Y		
713930	4	Yacht basins, operation
713930	4	Yacht clubs
532292	7	Yacht rental without crew
424310	1	Yard goods, textile wholesaling
Z		
712130	4	Zoos, aquariums, wild animal parks

Richland County Council Request for Action

Subject:

An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (I) Entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (II) Securing required audits from organizations receiving funds from the Transportation Sales and Use Tax, (III) Approving future changes to the infrastructure projects being funded with the Transportation Sales and Use Tax, including cost and scope, and (IV) The annual budgeting process; ratifying prior actions including: (I) Changes in the cost and scope of infrastructure projects, (II) Prioritization of said projects, and (III) Appropriation of funds for said projects; and other matters related thereto

Notes:

First Reading: February 6, 2018
Second Reading: February 20, 2018
Third Reading: December 11, 2018 {Tentative}
Public Hearing: December 11, 2018

ORDINANCE NO. ____-18HR

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 039-12HR TO ADD THE REQUIREMENT THAT PROCEDURES BE ESTABLISHED FOR: (I) ENTERING INTO INTERGOVERNMENTAL AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS FOR COMPLETION OF INFRASTRUCTURE PROJECTS WITHIN THOSE POLITICAL SUBDIVISIONS, (II) SECURING REQUIRED AUDITS FROM ORGANIZATIONS RECEIVING FUNDS FROM THE TRANSPORTATION SALES AND USE TAX, (III) APPROVING FUTURE CHANGES TO THE INFRASTRUCTURE PROJECTS BEING FUNDED WITH THE TRANSPORTATION SALES AND USE TAX, INCLUDING COST AND SCOPE; AND (IV) THE ANNUAL BUDGETING PROCESS; RATIFYING PRIOR ACTIONS INCLUDING: (I) CHANGES IN THE COST AND SCOPE OF INFRASTRUCTURE PROJECTS, (II) PRIORITIZATION OF SAID PROJECTS, AND (III) APPROPRIATION OF FUNDS FOR SAID PROJECTS; 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) On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the “Penny Ordinance”) imposing, subject to referendum approval and pursuant to Section 4-37-30 of the Code of Laws of South Carolina, 1976, as amended, a one percent sales and use tax.

(b) A successful referendum was held in the County on November 6, 2012, which approved the use of the sales and use tax (the “Penny”) for infrastructure projects (the “Infrastructure Projects) and the continuation of the operation of the Central Midlands Regional Transit Authority (“CMRTA”) mass transit system.

(c) Pursuant to the Penny Ordinance and the successful referendum, Penny was imposed beginning May 1, 2013.

(d) County Council has been advised that the proper administration of the program requires certain amendments and supplements to the Penny Ordinance.

(e) County Council has been advised that certain actions taken which should have been approved by an ordinance which should now be ratified and confirmed.

(f) Pursuant to Supreme Court Opinion No. 27775 filed on March 7, 2018, in the matter of Richland County, South Carolina, Appellant/respondent and Central Midlands Regional Transit Authority, Respondent v. The South Carolina Department of Revenue and Rick Reams, III, in his official capacity as its Director, Respondents/Appellants, v. Richland PDT, a joint venture consisting of M.B. Kahn Construction Co. Inc., ICA Engineering, Inc., and Brownstone Construction Group, LLC, as a unit and Individually, Third-Party Defendants, the Circuit Court has approved guidelines (the “Guidelines”) related to the proper expenditure of the Penny in an Order dated April 12, 2018, and County Council has been advised that the Guidelines should be adopted in this Ordinance.

SECTION 2. Amendment to Ordinance No. 039-12HR Section 3(b) of the Penny Ordinance is hereby deleted in its entirety and amended to read as follows:

(b) Any outside agencies, political subdivisions, or organizations receiving an appropriation of funds from the Sales and Use Tax shall submit budget requests for funding up to the amount authorized by the referendum for each project in accordance with procedures and schedules established by the County Administrator, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference. Additional project's costs beyond the authorized Penny Ordinance referendum amount shall be funded by the outside agencies, political subdivisions, or organizations. The County Administrator shall prepare the proposed budget for the Sales and Use Tax and submit it for approval to County Council in accordance with the biennium operating and capital budget process describing the important features of the proposed budget.

County Council shall adopt prior to the beginning of each fiscal year the budget ordinance for expenditures of Sales and Use Tax revenues. In the annual budget process, County Council will appropriate funds for each transportation project aggregate category (based on the total costs of the projects within each aggregate category) included in Appendix A of Ordinance 039-12HR. The aggregate categories are as follows:

- Widening;
- Special;
- Intersection; and
- Interchange.
- Programs:
 - Local Road Resurfacing;
 - Dirt Road Paving;
 - Access Management & Complete Streets Initiatives;
 - County-wide Corridor Improvement Plan;
 - County-wide Thoroughfare Plan; and
 - County-Wide HOV Lane Study, and Intelligent Transportation System).
- Bike/Pedestrian/Greenways:
 - Intersection;
 - Greenways;
 - Sidewalks; and
 - Bikeways.

Pursuant to the budgetary authority granted through this Ordinance, the County Administrator or his/her designee is authorized to move funds within each project aggregate category in the event that there are minor changes to a project(s) as long as the aggregate project category approved budget is not increased. A minor change is defined as an increase or decrease of no more than 10% of the approved budgeted amount. If a change exceeds these thresholds, it will be deemed a significant change which will require County Council approval through a budget amendment process. Prior to the approval or implementation of any change (minor or significant), proper documentation must be provided with the change request.

County Council may make changes to the scope of projects and/or supplemental appropriations for the Sales and Use Tax following the same procedures prescribed for the

enactment of other ordinances and/or budget ordinances, respectively. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual transportation budget for the Sales and Use Tax for purposes other than as specified in the annual transportation budget when such transfers are approved by County Council. In the preparation of the transportation budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

Upon County Council's approval of the transportation capital budget, through the budget process, the County Administrator shall enter into intergovernmental agreements with other political subdivisions for the completion of transportation infrastructure projects within those political subdivisions as approved by the Penny Ordinance and the referendum.

Except as specifically authorized by County Council, any outside agency, political subdivision or organization receiving an appropriation of the Sales and Use Tax shall provide to County Council an independent annual audit of its financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

SECTION 3. Ratification of Prior Actions; Authorization of Future Actions. County Council hereby ratifies and confirms the following actions previously taken by County Council and authorizes future actions to be taken by County Council:

(a) Approval on April 2, 2013, of a "list of criteria for prioritization of transportation penny projects," a copy of which is attached hereto as Attachment 2 and incorporated herein by reference; provided, however, County Council may approve future changes in the list of criteria by the adoption of a resolution identifying such changes;

(b) Approval on October 7, 2014, of a prioritized list of the Infrastructure Projects, a copy of which is attached hereto as Attachment 3 and incorporated herein by reference; provided, however, County Council may approve future changes in the prioritized list by the adoption of a resolution identifying such changes;

(c) Modifications to the scope of one or more Infrastructure Projects as shown on Attachment 4 attached hereto and incorporated herein by reference; provided, however, future changes to the scope of one or more Infrastructure Projects may be made through the process specified in Section 3(b) of Ordinance 039-12HR, as amended.

(d) Modifications to the referendum amount of one or more Infrastructure Projects as shown on Attachment 5 attached hereto and incorporated by reference; provided, however, changes to the scope of one or more Infrastructure Projects may be made through the process specified in Section 3(b) of Ordinance 039-12HR, as amended.

(e) The appropriation and expenditure of Penny revenue for fiscal year 2017-2018 and all preceding years since the inception of the collection of the Penny.

To the extent any of these actions resulted in changes or any future actions will result in changes to Exhibit A to the Penny Ordinance, such Exhibit A is deemed hereby to have been amended.

SECTION 4. Adoption of the Guidelines. County Council hereby adopts the Guidelines attached hereto as Attachment 6 and incorporated herein by reference.

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.

[Remainder of Page Intentionally Left Blank]

Enacted this ___ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2018:

Kimberly Roberts, Clerk to 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 Public Hearing:

Date of Third Reading:

ATTACHMENT 1

Transportation Budget Requests, Schedules and Procedures

(See Attached)

ATTACHMENT 2

List of criteria for prioritization of transportation penny projects

(See attached)

ATTACHMENT 3

Prioritized list of the Infrastructure Projects

(See Attached)

ATTACHMENT 4

Modifications to the scope of one or more Infrastructure Projects

(See Attached)

ATTACHMENT 5

Guidelines

(See Attached)

Richland County Council Request for Action

Subject:

An Ordinance Authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined system to be known as the Richland County Combined Utilities System; providing for addition of other utility systems to the combined system; providing for the operation thereof; providing for the establishment of rates to be charged for services; providing for issuance of bonds; and other matters related thereto

Notes:

First Reading: October 16, 2018

Second Reading: December 4, 2018

Third Reading: December 11, 2018 {Tentative}

Public Hearing: December 4, 2018

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

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE COMBINING OF RICHLAND COUNTY'S EXISTING WATER SYSTEMS AND RICHLAND COUNTY'S EXISTING SEWER SYSTEMS INTO A COMBINED SYSTEM TO BE KNOWN AS THE RICHLAND COUNTY COMBINED UTILITIES SYSTEM; PROVIDING FOR ADDITION OF OTHER UTILITY SYSTEMS TO THE COMBINED SYSTEM; PROVIDING FOR THE OPERATION THEREOF; PROVIDING FOR THE ESTABLISHMENT OF RATES TO BE CHARGED FOR SERVICES; PROVIDING FOR ISSUANCE OF BONDS; AND OTHER MATTERS RELATED THERETO.

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

a. Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

b. In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina (the "State"), and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a waterworks system or systems and to provide sewage services in any of the unincorporated areas of the County.

c. The County currently operates the following water and sewer systems:

- (i) The Broad River Regional Sewer System including the Waste Water Treatment Plant;
- (ii) The Broad River Regional Water System (dba White Rock Water System);
- (iii) The Eastover Sewer System including the Waste Water Treatment Plant;
- (iv) The Franklin Park Sewer System;
- (v) The Hopkins Waterworks System; and
- (vi) The Pond Drive Water System.

d. It is in the County's best interest to combine its existing water and sewer systems to be known as the Richland County Combined Utilities System (the "Combined System"); provided however, the County may, in its discretion, add other utility systems to the Combined System.

e. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that a county or political subdivision may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license. Article X, Section 14 of the Constitution further provides each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

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

g. Pursuant to Title 6, Chapters 17 and 21 of the Code (together, the “Act”), the County may issue revenue bonds to defray the cost of improvements, enlargements and extensions to the Combined System.

h. The Combined System will be operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

i. By the enactment of this Ordinance, the County intends to provide for the issuance of bonds at the time and on the terms and conditions set forth in one or more bond ordinances to be enacted by the Council prior to the issuance of any bonds.

SECTION 2. Establishment of the Richland County Combined Utilities System.

a. Pursuant to the Constitution and statutes of the State, and in conformity with the provisions thereof, the County hereby creates the Combined System.

b. The Combined System will be administered as a department of the County by the Richland County Utilities Department.

SECTION 3. Establishment of Rates; Operation of Combined System.

a. The County hereby obligates itself to operate the System in an efficient and economical manner and to establish, levy, maintain, revise and collect such uniform fees, rates and other charges for the use of the services and facilities furnished by the Combined System in an amount necessary to operate and maintain the System as well as service any debt that may be issued.

b. Prior to the beginning of each fiscal year, the County will prepare an annual or biennial budget for the ensuing fiscal year which shall set forth in reasonable detail the estimated revenues and operation and maintenance expenses, debt service requirements, if any, payments to the depreciation fund, if any, and contingent fund, if any, and other expenditures of the Combined System for such fiscal year. The County also may at any time adopt an amended annual or biennial budget for the remainder of the then current fiscal year.

SECTION 4. Authorization of Bonds and Bond Anticipation Notes. The County intends to issue, from time to time, general obligation bonds pursuant to the County Bond Act, the proceeds of which will be used for projects related to the Combined System, or revenue bonds pursuant to the Act, the proceeds of which will be used for projects related to the Combined System. The County will enact a separate bond ordinance containing the provisions for and specific authorization for a particular series of bonds. The County may issue bond anticipation notes prior to and in anticipation of the issuance of a series of bonds.

SECTION 5. Security for and payment for bonds.

a. For the payment of the principal and interest on any general obligation bonds or general obligation bond anticipation notes issued as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County will be irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the

County, sufficient to pay the principal of and interest on the general obligation bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that Council must pledge the revenues derived from the operation of the Combined System after defraying the costs of operation and maintenance of the Combined System to the payment of principal of and interest on the Bonds, as authorized by Chapter 23 of Title 11 of the Code; provided, further, that Council will covenant to establish and maintain rates and charges as are sufficient to provide funds to pay the principal of and interest on the general obligation bonds when due, and sufficient revenues must be available for the payment of principal of and interest on any general obligation bonds, and must be delivered to the Treasurer of the County for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the Auditor of the County fixes the annual tax levy, and the annual ad valorem taxes to be levied for the payment of the principal of and interest on any general obligation bonds on all taxable property in the County shall be reduced in each year in accordance with Chapter 23 of Title 11 of the Code, by the amount of revenue derived from the operation of the Combined System which is actually in the hands of the Treasurer of the County for the payment of the principal of and interest on any general obligation bonds at the time the tax for the year is required to be levied; provided, further, that any general obligation bonds issued are primarily the obligation of the Combined System and for the payment of principal of and interest thereof, as the same mature, there must be revenues derived from operation of the Combined System, and resort to the County tax levy must be made only in the event that revenues derived from the operation of the Combined System prove insufficient to meet the payment of principal of and interest on any general obligation bonds issued. Any general obligation bond anticipation notes shall be additionally secured by the pledge of proceeds of general obligation bonds.

b. Any revenue bonds or revenue bond anticipation notes issued, together with the interest thereon, shall be payable solely from, and secured equally and ratably by, a statutory lien and pledge upon the Combined System and the net revenues of the Combined System. Such bonds do not constitute an indebtedness of the County within any State Constitutional provisions (other than Article X, Section 14, Paragraph 10 of the Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and do not and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the County shall not be pledged to the payment of the principal of and interest on any revenue bonds or revenue bond anticipation notes. Any revenue bond anticipation notes shall be additionally secured by the pledge of proceeds of revenue bonds.

SECTION 6. Hopkins Waterworks System. Pursuant to General Bond Ordinance No. 048-10HR duly enacted on July 27, 2010 (the “General Bond Ordinance”), County Council created the Hopkins Waterworks System and undertook certain covenants, terms and conditions relating to the issuance of tax-exempt bonds. On October 14, 2011, pursuant to the General Bond Ordinance and Second Supplemental Ordinance No. 039-11HR enacted by County Council on July 26, 2011, the County issued its \$2,033,000 Waterworks System Improvement Revenue Bond (the “2011 Bond”). As part of consolidating the utilities systems, the County intends to pay the 2011 Bond in full during calendar year 2019. This Ordinance will not include the Hopkins Waterworks System as part of the Combined System until such time as the 2011 Bond is paid in full. Once the 2011 Bond is paid in full, the Hopkins Waterworks System will become a part of the Combined System without further action of County Council.

SECTION 7. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2018:

Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: October 16, 2018 (Title Only)
Date of Second Reading: December 4, 2018 (Tentative)
Date of Third Reading: December 11, 2018 (Tentative)

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Owens Corning Non-Woven-Blythewood, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: November 13, 2018
Second Reading: December 4, 2018
Third Reading: December 11, 2018 {Tentative}
Public Hearing: December 11, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND OWENS CORNING NON-WOVEN-BLYTHEWOOD, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Owens Corning Non-Woven-Blythewood, LLC (“Sponsor”), desires to acquire and expand a manufacturing facility in the County (“**Project**”) consisting of an existing building that has a current value of \$5,400,000 and machinery and equipment that has a current value of \$6,900,000 (collectively, the “**Existing Property**”) and a taxable investment of at least \$13,600,000 in real and personal property (collectively, the “**Expansion Property**”) and the retention of at least 29 full-time equivalent jobs and the creation of at least 16 new, full-time equivalent jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created and retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Incentives; Authorization to Execute and Deliver Fee Agreement. The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the Interim County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. Inclusion within the Park. The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the Interim County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and either (i) an approving companion ordinance by the Fairfield County Council or (ii) a notice as required by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended and restated.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the Interim County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the Interim County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 13, 2018
Second Reading: December 4, 2018
Public Hearing: December 11, 2018
Third Reading: December 11, 2018

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

OWENS CORNING NON-WOVEN-BLYTHEWOOD, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 15, 2018

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Owens Corning Non-Woven-Blythewood, LLC	
Project Location	1051 Jenkins Brothers Road, Blythewood, SC	
Tax Map No.	R17600-01-01	
FILOT		
• Phase Exemption Period	30 years	Section 1.1
• Contract Minimum Investment Requirement	\$13,600,000	Section 1.1
• Contract Minimum Jobs Requirement	16	Section 1.1
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	.5746	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1
Infrastructure Credit		
• Brief Description	40% for Existing Property 25% for Expansion Property	Section 5.2 Section 5.1 Exhibit D
• Credit Term	30 years for Existing Property 20 years for Expansion Property	Exhibit D
• Claw Back Information	Pro rata claw back	Exhibit E
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December 15, 2018, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Owens Corning Non-Woven-Blythewood, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to acquire and expand a manufacturing facility (“*Facility*”) in the County, consisting of an existing building that has a current value of \$5,400,000 and machinery and equipment that has a current value of \$6,900,000 (collectively, the “*Existing Property*”) and a taxable investment of at least \$13,600,000 in real and personal property (collectively, the “*Expansion Property*”) and the retention of at least 29 full-time equivalent jobs and the creation of at least 16 new, full-time equivalent jobs;

(d) By an ordinance enacted on December 11, 2018, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to acquire and expand the Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“Code” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2019.

“Contract Minimum Investment Requirement” means a taxable investment in Expansion Property at the Project of not less than \$13,600,000.

“Contract Minimum Jobs Requirement” means not less than 16 full-time, jobs created by the Sponsor in the County in connection with the Project.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Existing Property” means the real and personal property located at the Facility as of the date hereof, said property being subject to *ad valorem* property tax rates.

“Existing Property Credit Term” means the years during the Fee Term in which the Existing Property Infrastructure Credit is applicable, as described in Exhibit C.

“Existing Property FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes with regard to the Existing Property as provided by the MCIP Act and described in Section 4.1.

“Existing Property Infrastructure Credit” shall mean the Infrastructure Credit applicable to an Existing Property FILOT Payment.

“Existing Property Net FILOT Payment” means the FILOT Payment net of the Existing Property Infrastructure Credit.

“Expansion Property” means the Economic Development Property.

“Expansion Property Credit Term” means the years during the Fee Term in which the Expansion Property Infrastructure Credit is applicable, as described in Exhibit C.

“Expansion Property FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes with regard to the Expansion Property as provided in Section 4.1.

“Expansion Property Infrastructure Credit” shall mean the Infrastructure Credit applicable to an Expansion Property FILOT Payment.

“Expansion Property Net FILOT Payment” means the FILOT Payment net of the Expansion Property Infrastructure Credit.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes with regard to the Existing Property and the Expansion Property as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2052, the Final Termination Date is expected to be January 15, 2054, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the

Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2023.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended, between the County and Fairfield County, South Carolina.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Owens Corning Non-Woven-Blythewood, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*State*” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on October 2, 2018 by adopting an Inducement Resolution, as defined in the Act on October 2, 2018.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2019, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The Expansion Property FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .5746, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the Expansion Property FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual Expansion Property FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual Expansion Property FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the Expansion Property FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Expansion Property FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the Expansion Property FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

(c) As provided in the MCIP Act, the Existing Property FILOT Payment due with respect to the Existing Property is equal to the amount of *ad valorem* property taxes that would have been due and payable on the Existing Property, including any property tax reductions resulting from exemptions and credits applicable to the Existing Property under State law or County ordinance, but for its location in the Multicounty Park.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement

Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent

permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Expansion Property Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Expansion Property Infrastructure Credit to reduce certain Expansion Property FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Expansion Property Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Expansion Property Infrastructure Credit claimed pursuant to this Section and the Existing Property Infrastructure Credit claimed pursuant to Section 5.2 below exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Expansion Property Infrastructure Credit is applicable ("**Expansion Property Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Expansion Property Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Expansion Property Net FILOT Payment to the County in accordance with applicable law.

Section 5.2. Existing Property Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is also entitled to claim an Existing Property Infrastructure Credit to reduce certain Existing Property FILOT Payments due and owing from the Sponsor to the County pursuant to the MCIP Act. The term, amount and calculation of the Existing Property Infrastructure Credit is described in Exhibit D.

For property tax year 2018 and for each of the twenty-nine years thereafter (collectively, the "**Existing Property Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Existing Property Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Existing Property Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the

County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within

60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount not to exceed \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in

writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Owens Corning Non-Woven-Blythewood, LLC
Attn: Legal Department – General Counsel
One Owens Corning Parkway
Toledo, Ohio 43659

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: James K. Price
55 East Camperdown Way, Suite 400 (29601)
Post Office Drawer 10648
Greenville, South Carolina 29603

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to

the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

**OWENS CORNING NON-WOVEN-
BLYTHEWOOD, LLC**

By: _____

Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

Parcel I

Beginning at a 5/8" rebar at the intersection of the Northern right-of-way of Jenkins Brothers Road (county maintained and the Western right-of-way of Farrow Road) (S.C. Highway No. 555) and proceeding along the Northern right-of-way of Jenkins Brothers Road in a direction of S84°11'34"W for a distance of 1395.31 feet to a 1-1/4" pinched top pipe;

Thence turning and continuing along the Northern right-of-way of Jenkins Brothers Road in a direction of N87°59'53"W for a distance of 354.50 feet to a 1-1/2" pinched top pipe;

Thence turning and proceeding along the property of Sadie C. Kelly the following courses and distances - N10°08'13"E for a distance of 521.45 feet to a railroad iron;

Thence N10°10'13"E for a distance of 35.45 feet to a 1" pipe;

Thence turning and proceeding along Parcel III in a direction of N77°54'38"E for a distance of 1340.56 feet to a 5/8" rebar;

Thence turning and proceeding along the Western right-of-way of Farrow Road along a curve to the right in a direction of S24°51'37"E for a chord distance of 774.39 feet to a 5/8" rebar (said chord having an arc distance of 778.01 feet and a radius of 2831.78 feet. The area of this parcel is 23.518 acres (1,024,427 square feet).

Parcel II

Beginning at a 5/8" rebar, being N24°51'37"W for a distance of 774.39 feet and then N36°02'51"W for a distance of 267.05 feet from a 5/8" rebar at the intersection of the Northern right-of-way of Jenkins Brothers Road and the Western right-of-way of Farrow Road and proceeding along Parcel III in a direction of S77°54'38"W for a distance of 1132.29 feet to a 1-1/4" pinched top pipe;

Thence turning and proceeding along the property of Park Street Associates, a South Carolina partnership in a direction of N09°18'51"E for a distance of 522.95 feet to a 1-1/2" pipe;

Thence turning and proceeding along the property of Trinity Presbytery, Inc., in a direction of S86°09'35"E for a distance of 824.48 feet to a 5/8" rebar;

Thence turning and proceeding along the Western right-of-way of Farrow Road along a curve to the right in a direction of S41°47'12"E for a chord distance of 300.00 feet to a 5/8" rebar (said curve having an arc distance of 300.14 feet and a radius of 2831.78 feet. This parcel has an area of 8.332 acres (362,927 square feet).

Parcel III

Beginning at a 5/8" rebar, being N24°51'37"W for a distance of 774.39 from a 5/8" rebar at the intersection of the Northern right-of-way of Jenkins Brothers Road and the Western right-of-way of Farrow Road and proceeding along Parcel I in a direction of S77°54'38"W for a distance of 1340.56 feet to a 1" pipe;

Thence turning and proceeding along the property of Sadie C. Kelly in a direction of N09°38'03"E for a distance of 103.43 feet to a 1-1/2" rod;

Thence turning and continuing along the property of Sadie C. Kelly in a direction of N10°29'54"E for a distance of 160.25 feet to a 1-1/4" pinched top pipe;

Thence turning and proceeding along Parcel II in a direction of N77°54'38"E for a distance of 1132.29 feet to a 5/8" rebar;

Thence turning and proceeding along the Western right-of-way of Farrow Road along a curve to the right in a direction of S36°02'51"E for a chord distance of 267.05 feet to a 5/8" rebar (said curve having an arc distance of 267.15 feet and a radius of 2831.78 feet). This parcel has an area of 6.943 acres (302.422 square feet).

Tax Map Number: R17600-01-01

1051 Jenkins Brothers Road, Blythewood, South Carolina

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective December 15, 2018 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Owens Corning Non-Woven-Blythewood, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

EXPANSION PROPERTY INFRASTRUCTURE CREDIT:

The Expansion Property Infrastructure Credit is equal to 25% of the Expansion Property FILOT Payment. The Expansion Property Infrastructure Credit shall be applied against the Expansion Property FILOT Payment commencing with the first Expansion Property FILOT Payment and continuing through and including the twentieth Expansion Property FILOT Payment.

EXISTING PROPERTY INFRASTRUCTURE CREDIT:

The Existing Property Infrastructure Credit is equal to 40% of the Existing Property FILOT Payment. The Existing Property Infrastructure Credit shall be applied against the Existing Property FILOT Payment commencing with the Existing Property FILOT Payment due for property tax year 2018 and continuing through and including the Existing Property FILOT Payment due for property tax year 2047.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirements or the Contract Minimum Jobs Requirement within the Investment Period, a pro rata claw back of the Expansion Property Infrastructure Credit shall be due. The amount of the claw back is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$12,000,000 had been invested at the Project and 12 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 12/16 = 75\%$$

$$\text{Investment Achievement Percentage} = \$12,000,000/\$13,600,000 = 88.24\%$$

$$\text{Overall Achievement Percentage} = (75\% + 88.24\%)/2 = 81.62\%$$

$$\text{Claw Back Percentage} = 100\% - 81.62\% = 28.38\%$$

$$\text{Repayment Amount} = \$100,000 \times \% = \$18,380$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

18-038MA
Ken Jones
RS-LD to NC (1.62 Acres)
3409 Hard Scrabble Road
TMS # R17300-06-08

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17300-06-08 FROM RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17300-06-08 from Residential Single-Family Low Density District (RS-LD) to Neighborhood Commercial District (NC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: July 24, 2018

Second Reading: October 2, 2018

Third Reading: December 11, 2018 {Tentative}

Public Hearing: October 16, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND MIWON SPECIALTY CHEMICAL USA, INC. (PROJECT MONOPOLY) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; THE EXECUTION AND DELIVERY OF A PURCHASE AND OPTION AGREEMENT; THE TRANSFER OF APPROXIMATELY 15 ACRES OF REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE GRANTING OF AN OPTION ON AN ADDITIONAL APPROXIMATELY 15 ACRES OF ADJACENT REAL PROPERTY; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County under the name the “I-77 Corridor Regional Industrial Park” (“Park”) and the County has previously located certain property within the Park;

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Miwon Specialty Chemical USA, Inc. (formerly, Project Monopoly) (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$18,500,000 and the creation of 25 new, full-time jobs, all within five year of the commencement of operations; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (1) a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and (2) a Purchase and Option Agreement, the form of which is attached as Exhibit B (the “Purchase Agreement”), pursuant

to which the County will transfer approximately 15 acres of land (but not exceeding 20 acres) to the Sponsor (the "Property") and grant an option to purchase for an additional approximately 15 acres of land (but not exceeding 20 acres) adjacent to the Property for the consideration and upon the terms described therein (the "Option Property").

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its 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 to the public are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The location of the Project in the Park boundaries is ratified and confirmed. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary (if any) to affirm the Park boundaries.

Section 4. *Real Property Considerations.* The Chair (and various County officials and staff acting at the Chair's direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement and to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and Option Property, the execution of a limited warranty deed and other closing documents to accomplish the transfer of the Property (including any improvements thereon), the granting of an option on the Option Property, and the inducement of Sponsor to locate in the County.

Section 5. *Grant Acceptance and Administration.* To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds.

Section 6. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of

Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 7. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 8. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 9. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: July 24, 2018
Second Reading: October 2, 2018
Public Hearing: October 16, 2018
Third Reading: October 16, 2018
Motion to Reconsider Third Reading: November 13, 2018
Third Reading: December 11, 2018

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF AD VALOREM TAX AGREEMENT

BETWEEN

MIWON SPECIALY CHEMICAL USA, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF OCTOBER 16, 2018

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- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Miwon Specialty Chemical USA, Inc.	
Project Location	1700 Longwood Road	
Tax Map No.	R16100-02-06; R16100-02-02 (portion); R16100-02-021	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Investment Commitment 	First five years of Investment Period: \$18,500,000 of which \$4,250,000 is taxable real estate. Second five years of Investment Period: \$5,000,000 total.	
<ul style="list-style-type: none"> • Jobs Commitment 	25 for first five years of Investment Period	
<ul style="list-style-type: none"> • Investment Period 	10 years	
<ul style="list-style-type: none"> • Assessment Ratio: 	6%	
<ul style="list-style-type: none"> • Millage Rate 	469	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable millage: 	Fixed	
<ul style="list-style-type: none"> • Claw Back information 	Statutory clawback only for failure to reach Act Minimum Investment Requirement during the Investment Period.	
Multicounty Park	Yes – I-77 Corridor Regional Industrial Park	
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	47%	
<ul style="list-style-type: none"> • Credit Term 	Through the Final Phase Termination Date	
<ul style="list-style-type: none"> • Claw Back information: 	Pro-rata clawback of Infrastructure Credit if shortfall in Investment Commitment and Jobs Commitment during first five years of Investment Period. Additional fee payment if less than \$4,250,000 in taxable real estate to make up for the shortfall in real estate investment. Pro-rata clawback of Infrastructure Credit received on second five years of Investment Period investments, if shortfall \$5,000,000 investment commitment in second five years of Investment Period.	
Other information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of October 16, 2018, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Miwon Specialty Chemical USA, Inc., a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$18,500,000 and the creation of 25 new, full-time jobs;

(d) By an ordinance enacted on October 16, 2018, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

"Contract Minimum Investment Requirement" means a taxable investment within the Investment Period in real and personal property at the Project of not less than \$18,500,000 of which at least \$4,250,000 will be in taxable real estate or real estate improvements (including the value of Real Property) (the **"Real Estate Investment Requirement"**).

"Contract Minimum Extension Period Investment Requirement" means an investment of at least \$5,000,000 during the Investment Period Extension

"Contract Minimum Jobs Requirement" means not less than 25 full-time, jobs created by the Sponsor in the County in connection with the Project during the Investment Period.

"County" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" means the Richland County Council, the governing body of the County.

"Credit Term" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.4 of this Fee Agreement; (ii) a casualty as described in Section 4.5 of this Fee Agreement; or (iii) a condemnation as described in Section 4.6 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period Extension that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 5.1 of this Fee Agreement.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Fee Agreement**” means this Fee Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period Extension.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2059, the Final Termination Date is expected to be January 15, 2061, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 4.2 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period is expected to end on December 31, 2025.

“**Investment Period Extension**” means the period beginning after the Investment Period ends and continuing for 5 years after such ending. For purposes of this Fee Agreement, the Investment Period Extension is expected to end on December 31, 2030.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Non-Qualifying Property**” means that portion of the Project which is not Economic Development Property.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period or Investment Period Extension.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period or Investment Period Extension and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.4 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.5(c) or Section 4.6(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Miwon Specialty Chemical USA, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on July 24, 2018, by adopting an Inducement Resolution, as defined in the Act, which Inducement Resolution was amended and restated by the County on October 16, 2018.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement, the Contract Minimum Jobs Requirement, and the Contract Minimum Extension Period Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project, (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period and (iii) meet the Contract Minimum Extension Period Investment Requirement within the Investment Period Extension. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement, the Contract Minimum Job Requirement, or the Contract Minimum Extension Period Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2021, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated January 5, 2011, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 469 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement

and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. In the tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor, and any Sponsor Affiliate, is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic

Development Property if it were not economic development property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce the FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor’s aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

Section 5.2. Reserved.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the Company is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “Cessation of Operations means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on

prior notice, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement. The Sponsor may request any County officials or other representatives of the County to execute its standard confidentiality agreement in case of a visit by such persons to the Project.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement or the Purchase and Option Agreement (collectively “**Incentive Agreements**”), performance of the County’s obligations under the Incentive Agreements or the administration of its duties pursuant to the Incentive Agreements, or otherwise by virtue of the County having entered into the Incentive Agreements (collectively “**Covered Claim**”), provided, however, that the Company’s indemnification obligation shall only extend to those liabilities or claims resulting from a direct and specific challenge to the validity or legality of the Incentive Agreements or the ordinances authorizing such agreements and not to agreements of this type generally, and shall further not include any costs of compliance with the South Carolina Freedom of Information Act. To the extent any payment (“**Claim Payment**”) is due from the County pursuant to (i) a final, non-appealable court order or decision relating to a Covered Claim brought against the County, or (ii) the settlement of any Covered Claim brought against the County, provided the settlement is consented to by the Company, which consent shall not be unreasonable withheld, the parties shall negotiate in good faith a reduction of the benefits provided under the Incentive Agreements in order to provide the County a full reimbursement of any Claim Payment, and provided further that such reduction in benefits under the Incentive Agreements shall not exceed an amount equal to 5% of the total benefits conferred to and claimed by the Company pursuant to the Incentive Agreements and shall constitute the sole source of reimbursement for any Covered Claim.

(b) The Company shall further reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above in an aggregate amount not to exceed \$75,000. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any Covered Claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such Covered Claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party. The Sponsor shall have a right to resist or defend any Covered Claim in order to avoid a default judgment in any situation where the County fails to resist or defend any Covered Claim..

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of the Incentive Agreements, performance of the County's obligations under the Incentive Agreements, or the administration of its duties under of the Incentive Agreements; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor or any Sponsor Affiliate is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year over the same piece of Economic Development Property. The Sponsor or any Sponsor Affiliate is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of not exceeding \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR

Miwon Specialty Chemical USA, Inc.
c/o Miwon North America, Inc.
The Commons at Oaklands
696 W. Lincoln Highway
Exton, PA 19341

WITH A COPY TO (does not constitute notice):

Miwon Specialty Chemical Corporate HQ
20, Poeun-daero 59beon-gil
Suji-gu, Yongin-si
Gyeonggi-do, 16864, Korea

AND

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
1201 Main Street, Suite 910
Columbia, SC 29201

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor

such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other

party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

**MIWON SPECIALTY CHEMICAL USA,
INC.**

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL 1:

A tract of land consisting of a portion of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-16, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

PARCEL 2:

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

PARCEL 3:

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By:
Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By:
Its:

EXHIBIT C

A RESOLUTION TO AMEND THE DECEMBER 21, 2010, RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D
DESCRIPTION OF INFRASTRUCTURE CREDIT

Commencing with the first FILOT Payment due with respect to the property tax year after the Project is first placed in service, the Sponsor and any Sponsor Affiliates shall be entitled to an Infrastructure Credit equal to 47% per year against the entire amount of the FILOT Payment for the term of the Fee Agreement.

EXHIBIT E
DESCRIPTION OF CLAW BACKS

(A) If the Company fails to achieve the Contract Minimum Investment Requirements or the Contract Minimum Jobs Requirement within the Investment Period, a claw back shall be due as follows:

Repayment Amount = Total Dollar Amount of Infrastructure Credit Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$10,000,000 had been invested at the Project and 30 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 30/[Contract Minimum Jobs Requirement] = 100%

Investment Achievement Percentage = \$10,000,000/[\$[Contract Minimum Investment Requirement]] = 54%

Overall Achievement Percentage = (100% + 54%)/2 = 77%

Claw Back Percentage = 100% - 77% = 23%

Repayment Amount = \$100,000 x 23% = \$23,000

(B) With respect to a shortfall in the amount of the Real Estate Investment Requirement, if the Company fails to meet the Real Estate Investment Requirement, which shall be determined independently of the previously described calculation, the Company shall be required to pay the shortfall in FILOT Payments caused by such failure (after application of the incentives provided herein, including the Infrastructure Credit).

(C) If the Company fails to meet the Contract Minimum Extension Period Investment Requirement, a clawback shall be due as follows:

Repayment Amount = Total Dollar Amount of Infrastructure Credit Received on the Investments made during Investment Period Extension x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved during Investment Period Extension / Contract Minimum Extension Period Investment Requirement [may not exceed 100%]

In calculating the achievement percentage, only the investment made up to the Contract Minimum Extension Period Investment Requirement will be counted.

For example, and by way of example only, if the County granted \$10,000 in Infrastructure Credits during the Investment Period Extension related to the investments made during the Investment Period Extension, and \$1,000,000 had been invested at the Project during the Investment Period Extension, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$1,000,000/[Contract Minimum Extension Period Investment Requirement] = 20%

Claw Back Percentage = 100% - 20% = 80%

Repayment Amount = \$10,000 x 80% = \$8,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

EXHIBIT B

FORM OF PURCHASE AND OPTION AGREEMENT

~#4829-5219-9790 v.3~

PURCHASE AND OPTION AGREEMENT

This Purchase and Option Agreement (“Agreement”), entered into this ____ day of _____, 2018 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and MIWON SPECIALTY CHEMICAL USA, INC., a Delaware corporation, hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached Exhibit A (the "Property").

Tax Map No. R16100-02-16; R16100-02-21; and portion of R16100-02-02.

1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and the period following the Effective Date up until the Closing date (such period being herein referred to as the “Inspection Period”), the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close, or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have in Seller’s possession relating to the Property.

(b) At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall

have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

2. **Seller Covenants.**

(a) Seller shall keep the Property in its present state of repair up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property (Exhibit A) at Closing and be responsible for all other Closing costs. Notwithstanding the above, Buyer and Seller agree that the fair market value of the Property is established at \$245,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property and the Option Property (as defined herein) prior to Closing.

3. **Seller and Buyer Covenants, Representations and Warranties.** Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is the sole owner of good, fee simple, unencumbered, marketable, and insurable title to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) Except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) No part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.

(e) With respect to the Property, the Seller represents that the Seller has no actual knowledge (i) that the Property is or may be in violation of applicable federal, state or local environmental laws and regulations ("Environmental Requirements") including, without limitation, the Clean Water Act of 1972 ("CWA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and the Resource Conservation and

Recovery Act of 1976 (“RCRA”); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii) that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller’s Property. For purposes of this provision, the terms “hazardous substance” and “release” shall have the meanings specified in CERCLA; the terms “hazardous waste” and “disposal” (or “disposed”) shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for “hazardous substance,” “release,” “hazardous waste,” or “disposal” which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller’s knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) all utilities (sewer, water, electric power, natural gas, and telecommunications) will be provided at the Property boundary at no cost to the Sponsor no later than March 31, 2019, with the exception of water service which will be available by no later than March 1, 2019, with the permanent water line to be completed no later than January 1, 2020.

(n) In case Buyer is not able to proceed with construction of Buyer's intended manufacturing facility on the Property, including, but not limited to, a failure to obtain the necessary environmental operating permits, Buyer shall provide notice to Seller of its inability to proceed with the construction of its project and shall reconvey the Property to Seller for a consideration of \$100.00, and Seller agrees to accept such conveyance of the Property. This Agreement shall, upon Buyer providing such notice of inability to proceed to Seller, terminate and be of no further force and effect.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing.

4. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

Richland County, South Carolina
Attn: Richland County Economic Development Director
1201 Main Street, Suite 910
Columbia, SC 29201

To Buyer:

Miwon Specialty Chemical USA, Inc.
c/o Miwon North America, Inc.
The Commons at Oaklands
696 W. Lincoln Highway
Exton, PA 19341

With a copy to: (does not constitute notice):
Miwon Specialty Chemical Corporate HQ
20, Po-eun-daero 59beon-gil
Suji-gu, Yongin-si
Gyeonggi-do, 16864, Korea

and

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity.

6. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, but no later than December 31, 2018, unless the Buyer requests an extension of the Inspection Period pursuant Section 1(c). Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option to terminate or proceed to Closing with Seller assigning unto Buyer the right to collect all insurance proceeds applicable to the Property. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable deposit equal to \$100.00, hereafter the "Deposit", payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 10 days from such notice. Upon Closing, Seller shall transfer the title and ownership of the Property to Buyer and deliver:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit C.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, including but not limited to (1) an

owner's affidavit that there are no parties now in the use or possession or control of the Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

7. Purchase Option and Right of First Refusal.

(a) Buyer shall have the option to purchase the land described on Exhibit B (the "Option Property") for a period (the "Option Period") commencing on the date of the issuance of a certificate of occupancy in connection with the start of manufacturing operations of the Project (which certificate of occupancy shall, for purposes of this section 7, be issued no later than December 31, 2021), for a period of sixty (60) months for a price of \$25,000 per acre (the "Option Purchase Price"). After the expiration of the Option Period and for a period (the "ROFR Period") sixty (60) months thereafter, the Seller may sell all or any part of the Option Property, but only upon the following conditions: (i) the Seller shall have first offered the Option Property to Buyer by giving written notice (the "Sale Notice") of the fact that Seller has bona fide unrelated third party purchaser which intends to construct a manufacturing, distribution, or similar economic development type project on the Option Property and Seller desires to sell the Option Property to such bona fide purchaser and the sales price therefor, (ii) there shall be no other land available in the Pineview Industrial Park upon which the prospective purchaser's project can be located, (iii) Buyer shall have had thirty (30) days after the date of receipt of the Sale Notice within which to notify Seller that Buyer intends to purchase the Option Property for the Option Purchase Price under the additional terms and conditions contained in this Agreement; and (iv) Buyer has elected not to purchase the Option Property or fails to give timely response to the Sale Notice. In such case, Seller may sell the Option Property to such unrelated third party purchaser, provided closing of such sale occurs within 120 days after the date of the Sale Notice; if closing does not occur within said 120 days, then Buyer shall again have a right to purchase and the provisions of this section must be complied with prior to any sale of the Option Property. Seller and Buyer expressly agree that Seller and Buyer may enter into negotiations for a reduction of the Option Purchase Price in connection with a future expansion of Buyer's operations onto the Option Property.

As used in this Agreement, the word "sell" includes, but is not limited to, (a) any transfer of all or any portion of the Option Property (i) for money or money's worth, (ii) without consideration, or (iii) whereby Seller contributes all or any portion of the Option Property or the Seller's beneficial interest therein, to a partnership, corporation, limited liability company, trust or other entity, whether or not Seller receives any legal or beneficial interest in such entity or any other consideration, or (b) any sale, issuance, transfer or conveyance of stock or other transaction or transactions that, individually or taken in the aggregate, vest control of Seller in an entity or person other than the controlling entity or person as of the Effective Date.

(b) The Seller hereby covenants and agrees, during and throughout the term of this option, not to transfer or sell or assign or pledge or hypothecate or further alter or encumber the title to the Option Property beyond the Permitted Exceptions as listed and contained on Exhibit C attached hereto. Closing on the Option Property shall occur at a time mutually convenient to Buyer and Seller within sixty (60) days after Buyer notifies Seller that Buyer intends to exercise its option to purchase pursuant to paragraph 7(a) hereinabove. Closing shall take place in the offices of Buyer's attorneys in Columbia, South Carolina or at such other location as may be designated by Buyer.

(c) Seller shall deliver at closing of the Option Property:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed. The Seller covenants, represents and warrants to the Buyer that the title to the Option Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit C.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Option Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Option Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.
- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

(d) Each of the undersigned parties hereto shall pay its own attorney fees and costs arising from the sale of the Option Property. The Buyer, pursuant to SC Code Ann. Section 12-24-20, shall pay for documentary stamps and transfer taxes on the deed. The Buyer shall also pay for all title abstract fees and costs, title insurance premiums and binders, surveyor fees, recording fees and any environmental Phase I Audits.

(d) A short form purchase option in such form and substance as is suitable to both undersigned parties hereto for recording and therein summarizing the basic terms and conditions of

this Agreement shall be executed by both the Seller and the Buyer in a prompt manner and fashion after execution of this Agreement; and the Buyer may thereafter record such short form at Buyer's cost and expense if the Buyer should choose and desire and wish to do so.

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 9, but only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 3 and 7, shall survive the Closing.

13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supercedes any prior discussions, agreements and negotiations heretofore.

Witness our Hands and Seals the day and year first above written.

Buyer: MIWON SPECIALTY CHEMICAL USA, INC.

By: _____

Title: _____

Date signed: _____, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Title: _____

Date signed: _____, 20__

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

A tract of land consisting of a portion of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-16, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

PARCEL 2:

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

PARCEL 3:

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

EXHIBIT B

OPTION PROPERTY DESCRIPTION

A parcel of approximately 15 acres but not exceeding 20 acres, at 1550 Longwood Road, being a portion of TMS #R16100-02-02, more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such option parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

EXHIBIT C

PERMITTED EXCEPTIONS

AS TO PARCELS 1, 2, 3 AND OPTION PARCEL:

1. Easement to South Carolina Electric & Gas Company recorded in the Office of the Register of Deeds for Richland County in Deed Book GE at Page 289.
2. Terms and conditions of that certain indenture by and between NUPAC Services, Inc. and South Carolina Electric & Gas Company dated June 4, 1990 recorded in the Office of the Register of Deeds for Richland County on June 12, 1990 in Book D984 at Page 307.

AS TO PARCEL 1 ONLY:

3. The following matters shown on the February 18, 2015 plat prepared for Richland County by James F. Polson, RLS #4774, recorded in the Office of the Register of Deeds for Richland County on March 13, 2015 in Plat Book 2011 at Page 2489:
 - a. Overhead power lines;
 - b. Power poles;
 - c. Guy poles;
 - d. Light poles;
 - e. Wire fence;
 - f. Well;
 - g. Metal plate;
 - h. Gate;
 - i. Gate control access;
 - j. Concrete pad;
 - k. Shed;
 - l. Propane tank;
 - m. Telephone pedestals;
 - n. Metal buildings; and
 - o. Chain link fence.

AS TO PARCELS 2, 3 AND OPTION PARCEL ONLY:

4. Terms and conditions of that certain Easement and Right-of-Way Deed by and between Bluff Development Co., Inc. and the County Council of Richland County dated February 27, 1974, recorded in the Office of the Register of Deeds for Richland County on July 8, 1974 in Book D321 at Page 398.
5. Terms and conditions of that certain Indenture by and between Longbranch Farm, Inc. and South Carolina Electric & Gas Company dated April 1, 2001, recorded in the Office of the Register of Deeds for Richland County on April 24, 2001 in Book 508 at Page 1651.
6. Terms and conditions of that certain Right of Way Easement granted by Branch Interests to Southern Bell dated August 6, 1992, recorded in the Office of the Register of Deeds for Richland County on December 15, 1992 in Book D1120 at Page 63.
7. Terms and conditions of that certain indenture by and between Branch Interests and the South Carolina Electric & Gas Company dated April 20, 1992, recorded in the Office of the Register of Deeds for Richland County on April 28, 1992 in Book 1084 at Page 201.
8. Terms and conditions of that certain indenture by and between Branch Interests and the South Carolina Electric & Gas Company dated September 20, 1990, recorded in the Office of the Register of Deeds for Richland County on October 2, 1990 in Book D999 at Page 423.
9. Terms and conditions of Deed to Water Lines in a Portion of Reeder Point Parcel A by Bluff Development Company, Inc. granted to the City of Columbia, dated August 15, 1973, recorded in the Office of the Register of Deeds for Richland County on August 20, 1973 in Book D 290 at Page 267.
10. Terms and conditions of that certain indenture by and between Southeast Columbia Associates and South Carolina Electric & Gas Company dated June 8, 1990, recorded in the Office of the Register of Deeds for Richland County on June 25, 1990 in Book D985 at Page 836.
11. The following matters shown on the January 21, 2015, plat of Langbranch Farms prepared for Richland County by James F. Polson, RLS #4774, recorded in the Office of the Register of Deeds for Richland County in Plat Book 2000 at Page 841:
 - a. Creeks;
 - b. Wire fence;
 - c. Plastic rail fence;
 - d. Chain link fence;
 - e. Ditch and rip rap;
 - f. Mobile Home;
 - g. Road crosses property;
 - h. Overhead power lines; and
 - i. Power poles.

~#4844-3279-7806 v.6~

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: December 4, 2018

Second Reading: December 11, 2018 {Tentative}

Third Reading: February 5, 2019 {Tentative}

Public Hearing: February 5, 2019



Development & Services Committee Meeting Briefing Document

Agenda Item

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

Background

Richland Library has operated a library at 7421 Garners Ferry Rd. since 1992 when it renovated a former building supply store. The water line and easement were deeded to the City of Columbia by action of County Council. Richland Library has again renovated the building and added new domestic water service as well as fire sprinkler water service, the old water line was repurposed as an irrigation meter. The City requires that a deed be executed conveying the new water lines including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries leading to fire hydrant lines and all components to complete the system.

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

Issues

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

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives

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

Staff Recommendation

Staff recommends approval of the ordinance.

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

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

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR THE RICHLAND COUNTY LIBRARY SOUTHEAST BRANCH; RICHLAND COUNTY TMS #16409-04-02 (PORTION); CF#191-10A, incorporated herein. Such deed shall conform to and protect the integrity of Richland County's designated service area pursuant to S.C.Code Ann. Section 5-7-60, as defined in Richland County Code of Ordinances, Chapter 24, Utilities.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of _____, 2018.

Kimberly Williams-Roberts
Clerk of Council

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-3, Noise; so as to limit noise in the unincorporated areas of Richland County

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018 {Tentative}
Third Reading: February 5, 2019 {Tentative}
Public Hearing: February 5, 2019

Sec. 18-3. Noise.

~~(a) It shall be unlawful for any individual within any residential zone of the unincorporated areas of the county to use or operate any radio, receiving set, musical instrument, phonograph set, television set, or other machine or device for the producing or reproducing of sound, or to create, assist in creating, permit, continue, or permit the continuance of any noise, including vehicular noise, in excess of sixty-two (62) decibels between the hours of 7:00 a.m. and 10:00 p.m. of one day and in excess of fifty-five (55) decibels between the hours of 10:00 p.m. of one day and 7:00 a.m. of the following day, or in a manner which is deemed to be excessive by the county sheriff's department.~~

~~—(b) This section does not apply to industrial, commercial, or manufacturing noise; noise on construction sites; or noise generated from the lawful operation of farm equipment.~~

~~—(c) Notwithstanding the inclusion of the term "commercial" in subsection (b), above, the unlawful generation of noise as described in section [18-3\(a\)](#) explicitly applies to nightclubs that sell alcoholic beverages.~~

~~—(d) This section shall be enforced by the county sheriff's department. A deputy sheriff responding to a complaint of excessive noise shall have the discretion to enforce this section by one of two means:~~

~~—(1) If the noise complained of appears to be excessive, the deputy may charge the violator with a misdemeanor;~~

~~—(2) If the noise violates the decibel levels set forth in subsection (a) hereof, the deputy sheriff responding to a complaint of excessive noise may charge the violator with a misdemeanor.~~

(a) Definitions.

As used below, *plainly audible* means any sound that can be detected by a person using his or her unaided hearing facilities.

(b) Noise-Amplified sound from vehicles.

It shall be unlawful for any person to play, operate, or cause to be played or operated, any radio or other vehicular music or sound amplification or reproduction equipment in such a manner as to be plainly audible at a distance of 50 feet in any direction from the vehicle or plainly audible within the residential dwelling of another. The detection of the rhythmic bass component of the music or sound is sufficient to constitute a plainly audible sound. Prohibitions contained in this section shall not be applicable to emergency or public safety vehicles for sound emitted during job-related operation.

(c) Noise

(1) It shall be unlawful for any persons to make, continue, or cause to be continued, any loud, excessive, unnecessary, or disturbing noise, or any noise which either annoys, disturbs,

- injures, or endangers the comfort, repose, health, peace or safety of others, within the limits of the unincorporated area of the county, except with the permit of the sheriff.
- (2) A loud, excessive, unnecessary, or disturbing noise is defined as any sound regulated by paragraph (1) above, which is plainly audible at a distance of 50 feet from its source.
- a. The following noises shall be exempt from the prohibitions of paragraph (1), even when they cause a disturbance:
- i. Noise from domestic power equipment including, but not limited to, chain saws, sanders, grinders, lawn and garden tools or similar devices operated after 6:00 a.m. and no later than 10:00 p.m.
 - ii. Noise generated by any construction, demolition equipment, or mineral extraction (including crushing, screening, or segregating) or industrial or manufacturing noise.
 - iii. Emergency maintenance, construction or repair work.
 - iv. Noises resulting from any authorized emergency vehicles.
 - v. Noise from school bells, church bells or chimes.
 - vi. Any noise resulting from activities sponsored or co-sponsored by the county.
 - vii. Noise created by any government-sponsored events or privately organized sports, recreation, or athletic events.
 - viii. Noise generated by licensed hunting on property where it is allowed.
 - ix. Noise generated by agricultural or farming activities.
 - x. **Noise generated by military operations, training or activities.**
- (3) The complaints of three or more persons, or of one or more persons when combined with the complaint of the county sheriff or any lawful officer serving under him, is prima facie evidence that a sound regulated by paragraph (a) annoys, disturbs, injures, or endangers the comfort, repose, health, peace and safety of others, in violation of this section.
- (4) Noises audible in public streets or public places which violate the standards of this section are hereby declared to be public nuisances, which may be abated by the county sheriff or any lawful officer serving under him.
- (d) This section shall be enforced by the Richland County Sheriff's Department. Violations of this section shall be punishable by a fine of up to \$500.00 or imprisonment not to exceed 30 days. Each violation shall constitute a separate offense.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles s

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018 {Tentative}
Third Reading: February 5, 2019 {Tentative}
Public Hearing: February 5, 2019

Sec. 17-10. Parking in residential and commercial zones of the county.

(a) For the purpose of this section, the following definitions shall apply:

(1) *Fitted cover*, for the purpose of this section, means a cover that conforms to the basic shape of the vehicle and covers all portions of such vehicle.

(2) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(3) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and exceeds a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

(4) *Trailer* (other than semi-trailer) means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle; and which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds. This definition excludes camping trailers, boat trailers, travel trailers, and utility trailers, as such are regulated in the Richland County Land Development Code at Section [26-173](#) (f).

(5) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County", as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are ~~one (1)~~ *three (3) acres* or greater in the (RU) Rural zoning district] unless the entire portion of such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at die residence, or is enclosed under a fitted cover.

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semitrailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading

and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point beyond twenty-four (24) hours.

(e) It shall be unlawful for a motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(f) All motor vehicles or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover. Licensed ~~automobile dealerships, automobile dealerships, body or mechanical repair shops, towing services,~~ persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(g) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law or, in the case of a motor vehicle, not capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are three (3) acres or greater in the (RU) Rural zoning district) for more than ~~forty-five (45) thirty (30)~~ consecutive days unless it is kept in an enclosed garage, in a carport, or protected from the elements by a fitted cover. ~~Licensed automobile dealerships, body or mechanical repair shops, towing services, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.~~

(h) *Penalties:* Upon a finding by a deputy sheriff of a violation, any offender shall have an opportunity to cure the violation within a prescribed period of time; provided that the period of time allowed shall not begin to run until notice of the violation is provided to the offender. Notice shall be sufficient if provided by personal contact directly with the offender or by talking on the telephone with the offender, by the offender having accepted written notice by certified mail, or by placement of a notice of violation on the vehicle, motor vehicle, truck tractor, semitrailer, or trailer. If the offender, resident, owner of the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer or owner of the real property on which the violation occurred fails to take proper corrective action, in the prescribed time, such person shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than five hundred (\$500.00) dollars or imprisoned for

not more than thirty (30) days, or both. Each day such violation continues after due notice shall be considered a separate offense. Any owner and/or operator of a vehicle, motor vehicle, truck tractor, semi-trailer, or trailer which is in violation of this section (or if the offender is unable to be located, any owner of land on which the violation occurred), and any person who commits, participates in, assists in, or maintains that violation may each be found guilty of a separate offense and suffer the penalties set forth herein. In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.

(i) *Administration and enforcement:* The Sheriff of Richland County shall be authorized to enforce the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

(Ord. No. 061-01HR, § I, 9-4-01; Ord. No. 054-02HR, § II, 10-1-02; Ord. No. 040-03HR, § I, 6-3-03; Ord. No. 053-06HR, § I, 6-6-06; Ord. No. 009-10HR, § I, 2-16-10; Ord. No. 001-15HR, § I, 2-10-15)

RICHLAND COUNTY PROPOSED AREA TYPES

The Proposed Area Types on this map consolidate detailed uses put forth and adopted in the 2015 Comprehensive Plan. More information of the detailed Future Land Uses can be found in Section 5 [Pg. 19-61] of the Comprehensive Plan.

Nine [9] Future Land Uses are consolidated as:

Legend

-  Priority Investment Area
-  100 Year Floodplain
-  Municipalities
-  Urban
-  Suburban
-  Rural
-  Military Installation
-  Community Activity Center
-  Neighborhood Activity Center
-  Rural Activity Center

Urban

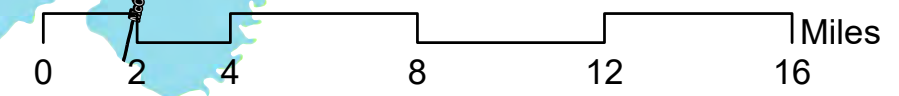
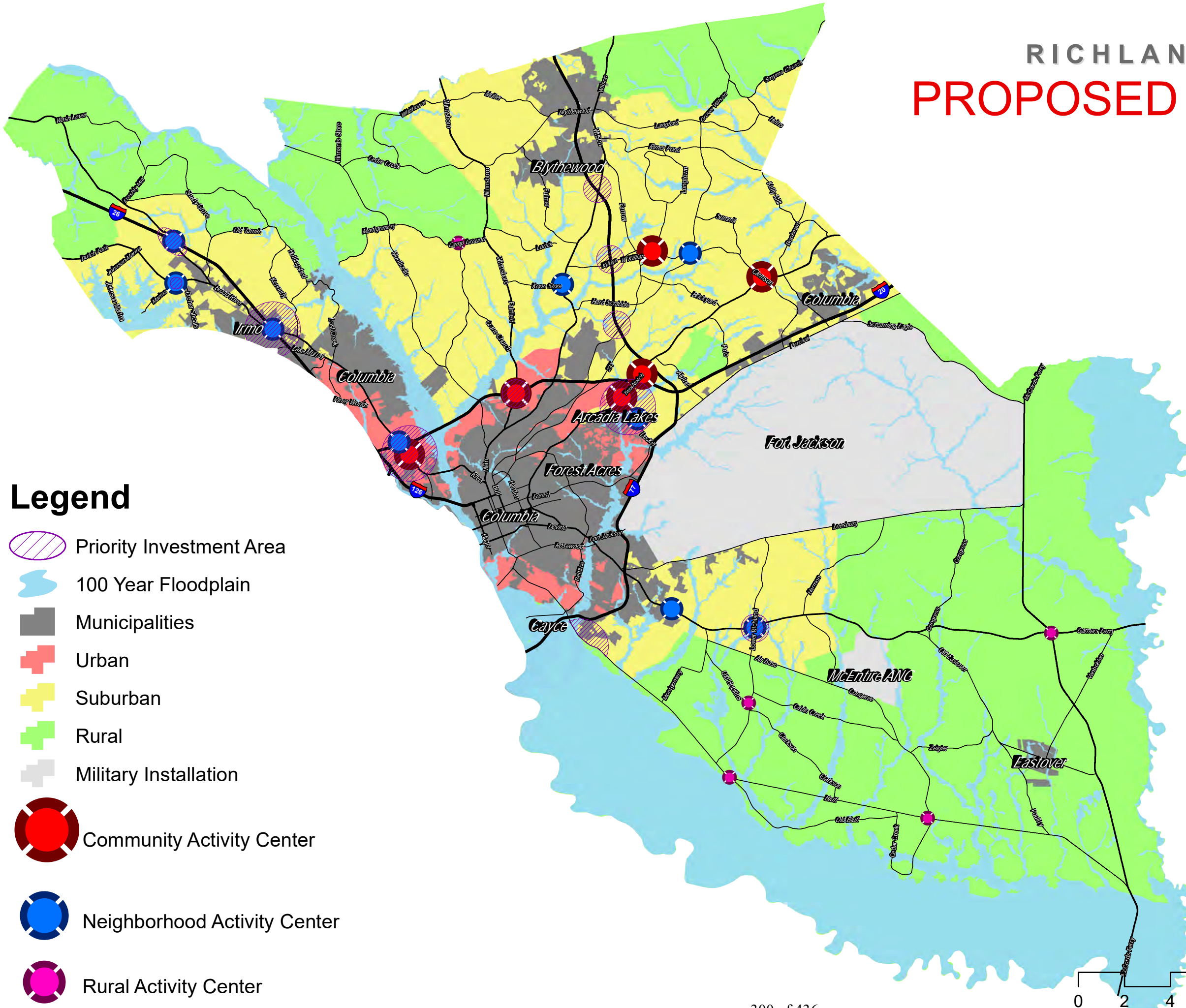
- Mixed Residential (High Density)
- Mixed-Use Corridor

Suburban

- Neighborhood (Low Density)
- Neighborhood (Medium Density)
- Mixed-use Corridor
- Economic Development Center/Corridor

Rural

- Conservation
- Rural (Large Lot)
- Rural (Small Lot)



Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-4, Weeds and Rank Vegetation; so as to amend the time for notification

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018 {Tentative}
Third Reading: February 5, 2019 {Tentative}
Public Hearing: February 5, 2019

Sec. 18-4. Weeds and rank vegetation.

(a) *Definition.* For purpose of this section, the term “weeds and rank vegetation means dense, uncultivated, herbaceous overgrowth over two (2) feet in height, or briars and trailing vines exceeding ten (10) feet in length.

(b) *Declaration of nuisance.* Weeds and other rank vegetation allowed to grow to a height of two (2) feet and stand upon any lot or parcel of land in a developed residential area or commercial area within the county may be deemed and declared a nuisance in the judgment of the sheriff. For the purpose of this action, “residential area” is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced. “Commercial area” shall be defined as it is in section [26-21](#) of this code.

(c) *Duty of owner, etc., to cut.* It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area or commercial area within the county to cut, or cause to be cut, all weeds and other rank vegetation, as described in this section, as often as may be necessary to prevent the growth of such weeds and other rank vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from the road and each side property line.

(d) *Notice to owner, etc., to cut.* Whenever the sheriff shall find that weeds or other rank vegetation has been allowed to stand upon any lot or parcel of land in a developed residential area or commercial area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises. *In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.*

(e) *Failure to comply with notice.* If the person to whom the notice is directed, under the provisions of the preceding subsection, fails or neglects to cause such weeds or other rank vegetation to be cut and removed from any such premises within ~~thirty (30)~~ **fourteen (14) calendar** days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of section [1-8](#) of this code.

(f) *Removal by county.* In the event any property is determined to be a nuisance, and ~~thirty (30)~~ **fourteen (14) calendar** days has elapsed after such notice has been served, deposited in the United States Mail, or posted upon the premises, then the department of ~~public works special services~~ or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such weeds or other rank vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) *Work may be done by county upon request.* Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of ~~public-works~~ **special services** may enter upon any such lands and cut and remove the weeds or other rank vegetation therefrom, the charge and cost of such service to be paid into the county treasury.

(Ord. No. 1130-84, §§ 1-7, 3-6-84; Ord. No. 1611-87, §§ 1-5, 5-5-87; Ord. No. 1843-89, §§ I-III, 3-7-89; Ord. No. 2086-91, §§ I, II, 4-16-91; Ord. No. 051-02HR, § III, 9-17-02; Ord. No. 010-10HR, § I, 2-16-10; Ord. No. 002-16HR, § I, 2-19-16)

Editor's note--Ord. No. 2154-91, § I, adopted Nov. 19, 1991, repealed in its entirety former section [18-4](#), which restricted smoking in public places and derived from Ord. No. 1568-86, § 1, adopted Jan. 31, 1987.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Transportation Tax line item in the Fiscal Year 2019 Budget Ordinance of Richland County, South Carolina; delegation of authority; and matters relating thereto

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018 {Tentative}
Third Reading: February 5, 2019 {Tentative}
Public Hearing: February 5, 2019

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

AN ORDINANCE AMENDING THE TRANSPORTATION TAX LINE ITEM IN THE FISCAL YEAR 2019 BUDGET ORDINANCE OF RICHLAND COUNTY, SOUTH CAROLINA; DELEGATION OF AUTHORITY; AND MATTERS RELATING THERETO.

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

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

b. On February 28, 2018, the County issued its \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018 (the “BAN”), the proceeds of which are to be used for the referendum-approved transportation projects (“Transportation Projects”).

c. On June 21, 2018, the County Council enacted Ordinance No. 032-18HR (the “Budget Ordinance”) which contained a transportation tax line item approving the expenditure of approximately \$148.9 million on Transportation Projects for the fiscal year ending June 30, 2019, with \$83.8 of that amount being paid from BAN proceeds and \$65.1 million being paid from revenue from the Transportation Penny,

d. Since the enactment of the Budget Ordinance, the County Council has been advised that in light of certain Internal Revenue Service Regulations related to the expenditure of the proceeds of tax-exempt debt, it would be in the County’s best interest to expend the proceeds of the BAN for the Transportation Projects before expending revenues received from the Transportation Penny.

SECTION 2. Amendment of Budget Ordinance. The County Council hereby authorizes and directs that the revenue sources in the transportation tax line item of the Budget Ordinance shall be amended to reflect that BAN proceeds shall be used to fund the Transportation Projects prior to the expenditure of revenues received from the Transportation Penny.

SECTION 3. Delegation of Authority. The Chair of County Council, the Interim County Administrator, the County Finance Director, the County Transportation Director and the County Director of Budget and Grants Management are hereby authorized and directed to take any necessary action to effectuate the expenditures authorized in this Ordinance.

SECTION 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2018:

Kim W. Roberts, Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

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

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

WITNESSETH:

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

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

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

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

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

NOW THEREFORE, in consideration of the representations set forth herein, the parties agree to as follows:

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

- A. Projects Entirely Within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County such project will be reviewed, inspected, and maintained by the county in which the project is located.
- B. Projects Partially in Both Counties—For any projects within the Town of Irmo that lies in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which county will be responsible for review and inspection:

1. **Residential Developments** - The County which has the majority of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain their respective roadways and storm drainage systems as to the approved plans. Coordination between the two counties will decide who has the majority of the roadway. The county inspecting the project will give a courtesy call to the other county for inspection of major items such as proof rolls, etc. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. **Commercial Developments** - The County with the majority of the acreage of disturbance will review and inspect the project to that county's engineering standards. Coordination between the two counties will decide who has the majority of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The county responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer to inform them to which county the project has been allocated.

Section Two: Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance. The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all internal requirements have been met. Once the county of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be forwarded to Town of Irmo for distribution to applicant. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland County Maintenance Responsibilities

- A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Town of Irmo. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall road maintenance responsibility. The same level of

maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of Richland County. Maintenance will include:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on the portion of roadways within the Town of Irmo's limits that lie within Richland County.

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

Maintenance under the terms of this agreement includes:

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

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

Section Four: Funding

The County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be compensation to Richland County for the services provided by Richland County hereunder. The provisions of this section apply to:

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

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

Section Five: Termination

This Agreement may be terminated by either party upon giving six (6) months’ notice of the intent to terminate to the non-terminating party.

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

Section Six: Term

The duration of this This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

Section Seven: Previous Agreements

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

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

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

STATE OF SOUTH CAROLINA)	ASSIGNMENT AND
)	ADDENDUM TO AGREEMENT
COUNTY OF BERKELEY)	

This **ADDENDUM to AGREEMENT** (this "Addendum") is made as of the _____ day of December, 2018, by and between **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, a body corporate and politic created and existing pursuant to South Carolina law ("Santee Cooper"), **FAIRFIELD ELECTRIC COOPERATIVE** ("FEC") and **RICHLAND COUNTY** ("County").

WITNESSETH:

WHEREAS, Santee Cooper and FEC are parties to that certain Agreement dated December 22, 2014 (the "Agreement"), whereby Santee Cooper agreed to hold in trust \$300,000.00 (the "Funds") to be utilized in the purchase of a 120-acre parcel in Richland County (the "Property"); and

WHEREAS, the purchaser of the Property will now be Richland County; and

WHEREAS, Santee Cooper desires to assign to Richland County all of its right, title and interest in and to the Agreement and the Funds held thereunder and Richland County desires to assume the obligations of Santee Cooper under the Agreement.

NOW, THEREFORE, in consideration of the reciprocal benefits to be derived from this Amendment, the Parties covenant and agree as follows:

1. All capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Agreement.
2. The Parties hereby direct that Santee Cooper transfer the Funds to Richland County to be utilized pursuant to the Agreement.
3. Santee Cooper does hereby assign, transfer and set over until Richland County all of the right, title and interest of Santee Cooper in, to and under the Agreement and Richland County hereby assumes and accepts the foregoing assignment on the terms and conditions set forth in the Agreement.
4. It is mutually understood and agreed that the Agreement shall remain in full force and effect except as the same is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Agreement, which are not modified or amended herein, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SANTEE COOPER:

SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY

By: _____
Its: _____

FEC:

FAIRFIELD ELECTRIC COOPERATIVE

By: _____
Its: _____

COUNTY:

RICHLAND COUNTY

By: _____
Its: _____



Briefing Document

Agenda Item

County Council is requested to award the contract for construction services to grade a 300,000 SF building pad on county-owned property at the Northpoint Industrial Park to Wiley Easton Construction.

Background

Northpoint is one of the oldest and most successful industrial parks in the Richland County inventory, and the county owns a 90-acre parcel -- one of the two last parcels remaining in the park. The park is strategically located on the I-77 corridor between Highway 21 and Blythewood Road, just 20 minutes north of downtown Columbia and one hour from the Charlotte Douglas International Airport. Northpoint is home to world class companies such as Koyo Bearings (JTEKT Corporation), Constantia Hueck Foils, Pure Power Technologies and Patterson Fans, to name a few.

The I-77 corridor around Blythewood has the assets to be one of the most competitive industrial site locations in SC because of the following: rapid residential growth in Northeast Columbia; availability of robust water, sewer, electric and telecommunications infrastructure; the successful growth of the existing industrial parks in the area -- Northpoint, Carolina Pines and Carolina Research Park; the availability of large parcels of land; and, accessibility to both the Columbia and Charlotte markets. Further, with a population of almost 1 million people within the MSA, 54,000+ students in the area and the presence of numerous higher education institutions, Columbia is the only market in the state with a demonstrated workforce capacity that can easily support an OEM, national corporate headquarters or large scale industrial user. Columbia has experienced steady growth and is in a position to capitalize on that growth in the coming years.

While the Northpoint site is in a strategic location along the county's most promising industrial growth corridor, it is a challenging site for industrial users because the topography is less than ideal. For this reason, the county is proposing to grade a 300,000 SF building pad on its 90-acre site. The county would subdivide the site and develop approximately 30 acres to accommodate the building pad.

In December 2017, the SC Department of Commerce awarded a \$500,000 grant to Richland County to assist with the cost of grading the building pad. The remaining funds needed for the project is committed from the Economic Development Fund. In January 2018 the procurement office issued solicitation RC-049-P-2018 for engineering services to design, bid and oversee construction for the project. The contract was awarded to Carlisle and Associates. Carlisle completed the design work and in October 2018 coordinated with procurement to issue solicitation RC-124-B-2019 for construction services.

Issues

There is a lack of competitive industrial site and building "product" in Richland County. Grading a building pad will create a more marketable site and will increase the county's ability to attract new jobs and investment.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Fiscal Impact

Solicitation RC-124-B-2019 was issued and seven submittals were received. Bids ranged from \$1,367,798.25 to \$2,221,828 (Please see attached bid tabulation for additional information). Submittals were evaluated and an award is being recommended to the lowest, responsive, responsible bidder which is Wiley Easton Construction in the amount of \$1,367,798.25. The total project cost, including engineering services, is \$1,481,623. The county received a \$500,000 grant from the Department of Commerce to assist with this project, and the remaining \$981,623 will come from the economic development fund. There are sufficient funds in the account to cover the cost.

Past Legislative Actions

None

Alternatives

1. Approve the request to award the contract for construction services to grade a 300,000 SF building pad at the Northpoint Industrial Park to Wiley Easton for \$1,367,798.25.
2. Do not approve the request to award the contract for construction services to grade a 300,000 SF building pad at the Northpoint Industrial Park to Wiley Easton for \$1,367,798.25.

Staff Recommendation

It is recommended that Council approve the request to award the contract for construction services to grade a 300,000 SF building pad at the Northpoint Industrial Park to Wiley Easton for \$1,367,798.25.

CARLISLE ASSOCIATES - ARCHITECTS/ ENGINEERS
 1015 GERVAIS ST. P.O. BOX 11528 COLUMBIA, S.C. 29211

Project Number: N97		Project Name: Northpoint Industrial Graded Pad						
Bid Date & Time: 15-Nov-18		Bid Location: Richland County Procurement		Bid Tab Prepared by: Kristina McLean		Page 1 of 2		
Contractors	CBG. Inc.	Cherokee, Inc.	Lindler's Construction	McClam & Associates	Richardson Construction	Sox & Sons Construction	Wiley Easton Construction	
Ranking	3	6	7	5	2	4	1	
Base Bid Amount	\$1,704,936.25	\$1,935,008.20	\$2,171,128.00	\$1,927,371.75	\$1,554,308.00	\$1,785,640.60	\$1,336,688.25	
Alternate #1 - Macadam Stone Drive - 3660 SY	ADD DEDUCT	\$42,124.50	\$43,200.00	\$50,700.00	\$34,200.00	\$36,650.00	\$28,800.00	\$31,110.00
Unit Price 1: Mass Rock Excavation (CY)	ADD	\$65.00	\$200.00	\$70.00	\$107.00	\$150.00	\$65.00	\$150.00
Unit Price 2: Trench Rock Excavation (CY)	ADD	\$81.00	\$200.00	\$135.00	\$151.00	\$250.00	\$130.00	\$275.00
Unit Price 3: Remove/Replace Unsuitable Soils (CY)	ADD	\$25.00	\$25.00	\$35.00	\$28.00	\$6.00	\$10.00	\$4.00
Low By:								\$217,619.75
Base Bid + Alternate 1		\$1,747,060.75	\$1,978,208.20	\$2,221,828.00	\$1,961,571.75	\$1,590,958.00	\$1,814,440.60	\$1,367,798.25
Low By:								\$223,159.75

Remarks:

CARLISLE ASSOCIATES - ARCHITECTS/ ENGINEERS
 1015 GERVAIS ST. P.O. BOX 11528 COLUMBIA, S.C. 29211

Project Number:		Project Name:						
Bid Date & Time:		Bid Location: Carlisle Associates Inc.		Bid Tab Prepared by:		Page 2 of 2		
Contractors		CBG. Inc.	Cherokee, Inc.	Lindler's Construction	McClam & Associates	Richardson Construction	Sox & Sons Construction	Wiley Easton Construction

GC Bid Number								
GC License Number			G12263	G116456	GC10203	G10951	G10087	G99420

Addendum # 1 Rec'd		Y	Y	Y	Y	Y	Y	Y
Addendum # 2 Rec'd		Y	Y	Y	Y	Y	Y	Y
Addendum #3 Rec'd								
Addendum #4 Rec'd								
Addendum #5 Rec'd								

Bid Form Rec'd		Y	Y	Y	Y	Y	Y	Y
Bid Security Rec'd								
Doc. A305 Contractor's Qualification Statement								
Certificate of Insurance Liability								
GC Bid Bond Rec'd		Y	Y	Y	Y	Y	Y	Y

Doc. 00312, Sched of Values Rec'd by 5:00 pm								
--	--	--	--	--	--	--	--	--

Doc. 00430, List of Sub-Contractors Rec'd by		Y	Y	Y	Y	Y	Y	Y
--	--	---	---	---	---	---	---	---

Remarks:

Exceptions:

1. Completion Time.
2. Bank Equip per Attached
3. Roof Walkway Subst.
4. Siding Substitution.

Qualification:

1. Completion Time.



via email

November 28, 2018

Ms. Jennifer Wladischkin
Richland County Procurement Manager
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204

Re: RC-124-B-2019 Northpoint Business Park Graded Pad
Recommendation for Award of Construction Contract

Dear Jennifer:

After reviewing the bids submitted for the above referenced project Carlisle Associates, Inc. recommends awarding the contract to the lowest qualified bidder, Wiley Easton Construction C. Inc. of Lexington, South Carolina. After speaking with Tiffany Harrison with Richland County Economic Development, I understand she would like to accept Alternate No 1. With the base bid of \$1,336,688.25, and accepting Alternate No. 1 for an ADD of \$31,110, the total construction contract will be \$1,367,798.250.

Once Richland County Council approves the award, and you prepare the contract for construction, we will set up a pre-construction conference with the contractor, Richland County Public Works and others as needed.

We have attached the final bid tabulation and Schedule of Values for your files. If you have any questions, don't hesitate to call me at the number listed below.

Sincerely,

Eugene J. Resch, P.E.
President

cc: Melissa Watts, Tiffany Harrison, Jeff Ruble

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$158,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2019, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (the "Referendum") was held in the County on November 6, 2012, imposing a special sales and use tax (the "Penny Tax") in the amount of one percent (1%) in Richland County, South Carolina (the "County") for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first and authorizing the issuance and sale of not exceeding \$450,000,000 of general obligation bonds, payable from the Penny Tax; and

WHEREAS, pursuant to Ordinance No. 057-17HR duly enacted by County Council on December 12, 2017 (the "Bond Ordinance"), County Council authorized the issuance and sale of \$250,000,000 General Obligation Bonds, With an Appropriate Series Designation and \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018; and

WHEREAS, on February 28, 2018, the County issued its \$250,000,000 General Obligation Bond Anticipation Notes, Series 2018 (the "2018 BANS"); and

WHEREAS, the Bond Ordinance provides that County Council may authorize the issuance of a new series of notes through the adoption of a Resolution incorporating the terms of the Bond Ordinance.

NOW, THEREFORE, 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 RESOLVED BY RICHLAND COUNTY COUNCIL:

Section 1. Authorization of Notes. Pending the issuance and sale of the general obligation bonds authorized in the Bond Ordinance and pursuant to the terms of the Bond Ordinance, there is hereby authorized to be issued not to exceed \$158,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, to be designated "(amount issued) General Obligation Bond Anticipation Notes, Series 2019, of Richland County, South Carolina" (the "Notes").

Section 2. Use of Proceeds of Notes. The proceeds of the Notes, after the payment of the costs of issuance of the Notes, together with unspent proceeds of the 2018 BANS including interest earned, and Available Revenues (as defined in the Bond Ordinance) if necessary shall be used to pay principal and interest on the 2018 BANS on their maturity date.

Section 3. Directions Related to the Issuance of the Notes. County Council hereby directs the Interim County Administrator or his lawfully-authorized designee with respect to the Notes: (a) to determine the par amount of the Notes; (b) to determine the date, time and method of sale of the Notes; (c) to determine the maturity date and redemption provisions of the Notes; (d) to determine the Registrar/Paying Agent for the Notes; (e) to receive bids on behalf of County Council; (f) to award the sale of the Notes to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Notes; and (g) to determine

such other details of the Notes as may be deemed advisable. The sale of the Notes shall take place on or about February 6, 2019, and the closing shall be no later than February 27, 2019.

After the sale of the Notes, the Interim County Administrator or his lawfully-authorized designee shall submit a written report to County Council setting forth the results of the sale of the Notes.

Section 4. Security for the Notes. For the payment of principal of and interest on the Notes as they respectfully mature, there is hereby pledged the proceeds of the Bonds (as defined in the Bond Ordinance), Available Revenues and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor.

Section 5. Incorporation of Terms of Bond Ordinance. All remaining relevant terms and provisions of the Bond Ordinance are incorporated herein by reference including the Exhibits thereto.

[Signatures follow]

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

2019 Resolution BAN Breakdown

\$101 million for new project proceeds and costs of issuance

\$17 million for expenditures July 1 - November 30, 2018

\$20 million for expenditures to be reimbursed for the time period May 15 - June 30 2018

\$20 million projected expenditures December 1 2018 - February 28 2018



November 20th, 2018

The Honorable Calvin "Chip" Jackson
Chairman, Transportation Ad Hoc Committee
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Sir,

Jushi is nearing completion of its state-of-the-art manufacturing factory off Shop road Extension. We are excited about creating over 400 jobs in the local area. We currently have hired over 200 employee's year to date and will have over 400 employees by the end of the year. We appreciate the investment in the infrastructure like the shop road extension that will service our facility.

In order to improve the safety at our site, we are requesting a separate employee and truck entrance. A traffic study has been completed and we have hired a firm to design and construct a turn lane in compliance with the traffic study. We have currently submitted an encroachment permit through DOT and awaiting their approval. Once approved, the additional turn lane, will take two months for us to construct, with an estimated completion date of March 31st.

I understand that the deadline for opening the Shop Road extension is February 8th, once Shop road extension is opened, it will cut off truck service to our site. For this reason, we respectfully request that you consider delaying the opening of Shop Road Extension until we complete the turn lane, on or around March 31st. We ask you to consider this, because Jushi is the only tenant in the Pineview industrial park at this time and hence the delay will not impact others.

Ray Wierzbowski

A handwritten signature in blue ink that reads 'Ray Wierzbowski'. The signature is written in a cursive, flowing style.

Jushi, VP of Operations

From: David Beaty [mailto:dbeaty@richlandpenny.com]

Sent: Monday, November 26, 2018 7:47 PM

To: EDEN LOGAN <LOGAN.EDEN@richlandcountysc.gov>; JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Cc: Brian King <bking@richlandpenny.com>; TIFFANY HARRISON <HARRISON.TIFFANY@richlandcountysc.gov>; Kimberly Toney <Toney.Kimberly@richlandcountysc.gov>; JEFF RUBLE <RUBLE.JEFF@richlandcountysc.gov>; Ross Tilton <rtilton@richlandpenny.com>

Subject: RE: Letter requesting extension from Jushi and inclusion on the 11/27 meeting agenda

All,

The Program Development Team has been assigning two full time inspectors to Shop Road Extension Phase 1, in addition to Resident Engineering oversight. If the Program Development Team were to request additional funds to provide out-of-scope work, we would request \$30,000/month for these 2 inspectors. Dependent on other factors that number could change.

David Beaty, PE

Program Manager

Richland Penny Program

201 Arbor Lake Drive | Columbia, SC 29223

T: 1-844-RC PENNY | M: 803-261-7942 | D: 803-726-6159

www.richlandpenny.com



TRANSPORTATION
PROGRAM



TRANSPORTATION PROGRAM

November 26, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Candlewood Neighborhood Improvements Phase 3
PDT-768-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, October 17, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Candlewood Improvements Phase 3 Project. The Richland Program Development Team has reviewed the three (3) submitted bids for Candlewood Improvements Phase 3 and found mathematical errors in the manual paper bid submitted by Corley Construction as outlined in the tabulation below and highlighted in the attached Bid Comparison to the Engineering estimate. The bids received were as follows.

CANDLEWOOD IMPROVEMENTS PHASE 3 - BID RESULTS SUMMARY				
BIDDER	SUBMITTED BID	*CORRECTED BID	SLBE %	SLBE GOAL
CBG	\$ 487,963.42	NA	9.03%	9.78%
Corley Construction	\$ 707,613.00	\$ 707,645.00	99.1% **	
AOS Specialty Contractors, Inc.	\$ 825,892.80	NA	9.78%	
* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid				
**Corley Construction is a Certified SLBE with Richland County's OSBO Office.				

The initial review of received bids revealed that CBG did not reach the SLBE Goal for the project. Further, the company did not provide a required SLBE Good Faith Efforts documentation outlining efforts made or reasons why the goal was not achieved. Additionally, CBG has indicated Dennis Corporation, a company currently indicated on Richland County's Suspension / Debarment list, as both a subcontractor and SLBE in their provided documents. In light of the reasons noted above, CBG has been informed that their bid has been deemed non-responsive.

Further review shows that the second low bidder Corley Construction, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 10:00 AM on September 26, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Corley's bid to be 20.43% below the Engineer's Estimate of \$889,323.54 for the project. Corley Construction is a duly certified SLBE with Richland County's Office of Small Business Opportunities and has submitted a Listing of Subcontractors indicating a total of \$6,358.00 (0.90%) of the contract to be completed by other firms. This results in Corley completing the remaining 99.1% of the project and far exceeding SLBE goal of 9.78% for the project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Corley Construction. It is further recommended that the approval of the award also include a 10% contingency of \$70,764.50. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab
Bid Form – Corley Construction, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
Corley Construction, Inc. License Confirmation
Corley Construction, Inc. SLBE Utilization Documentation



Richland County Procurement Dept
18 OCT 17 PM 2:00

Candlewood Neighborhood Improvement Project

BID TABULATION SHEET

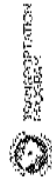
PROJECT NUMBER: PDT-768-IFB-2019

October 17th, 2018 - 2:00 PM

Bidder	Total Bid
Carley Construction, LLC.	\$ 707,613.00
CBG	\$ 487,903.42
AOS Specialty Contractors, Inc.	\$ 825,892.80
CERTIFIED BY:	

Richland Co. Transportation
Improvement Program

Richland Co. Transportation
Improvement Program



CANDLEWOOD NIP - PHASE 3

ITEM #	DESCRIPTION	UNITS	ALCOLA DRIVE (A)	ALCOLA DRIVE (B)	N. CHATEAU DRIVE	CONCOURSE DRIVE	GREEN SPRINGS DRIVE	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC	NEC	NEC	NEC	NEC	1,000	16,000	\$16,000
1032010	BONDS AND INSURANCE	LS	NEC	NEC	NEC	NEC	NEC	1,000	24,000	\$24,000
1000800	CONNS, STAKES, LINES AND GRAPES	EA	1,000	1,000	1,000	1,000	1,000	5,000	6,500	\$32,500
1071000	TRAFFIC CONTROL	LS	NEC	NEC	NEC	NEC	NEC	1,000	25,000	\$25,000
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC	NEC	NEC	NEC	NEC	4,000	4,000	\$16,000
2030010	FURISH AND INSTALL MAILBOX	EA	11,000	13,000	21,000	15,000	9,000	69,000	350	\$24,150
2031200	SITE EXCAVATION	LS	NEC	NEC	NEC	NEC	NEC	1,000	26,570	\$26,570
3008500	MAINTENANCE STONE	TON	22,000	43,000	43,000	36,000	3,000	147,000	60,000	\$8,820,000
6020005	PERMANENT CONSTRUCTION SIGNS (SCHEDULE MOUNTED)	SF	96,000	96,000	124,000	72,000		388,000	13,000	\$5,044,000
8271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	LF	65,000	6,000	108,000	9,000	240,000	413,000	6,000	\$2,478,000
7196173	CATCH BASIN - TYPE 18 (TOP ONLY)	EA	1,000	1,000	2,000	2,000		6,000	2,500	\$15,000
7203130	CONCRETE C & G (1'-5" DEEP)	LF	315,000	430,500	540,000	370,000	330,000	1,985,500	25,000	\$49,637,500
7204900	CONCRETE SIDEWALK (6" UNIFORM)	SF	695,000	655,000	1,170,000	825,000	775,000	4,420,000	95	\$419,900
7204900	DETECTABLE WARNING SURFACE	SF	25,000	12,500	25,000	12,500	75,000	350,000	90	\$31,500
7209000	FEDERATED RAMP CONSTRUCTION	SF	50,000	25,000	50,000	25,000	150,000	300,000	60	\$18,000
8001000	MOVING ITEM NO. 001	LS		NEC				1,000	2,000	\$2,000
8001000	MOVING ITEM NO. 002	LS			NEC			1,000	2,000	\$2,000
8001000	MOVING ITEM NO. 003	LS			NEC			1,000	2,000	\$2,000
8131000	SOODING	MSY	0,000	0,325	0,695	0,408	0,500	2,528	0,000	\$20,240
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	20,000	20,000	40,000	40,000	20,000	160,000	20,000	\$2,000
8153000	SILT FENCE	LF	150,000	100,000	1050,000	1050,000	1500,000	3,850,000	5,000	\$19,250
8156400	STABLED CONSTRUCTION ENTRANCE	SF	275,000				275,000	550,000	9,000	\$4,950
	TOTAL									\$707,613,000

Bids Tabulation

Richland Co. Penny Sales Tax Transportation Improvement Program

Candlewood NIP Phase 3 - PDT-768-IFB-2019



ITEM #	DESCRIPTION	1.503 miles		ENGINEER'S ESTIMATE		CBG		CORLEY CONSTRUCTION, LLC	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1.000	LS	\$ 44,486.97	\$ 44,486.97	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ 16,000.00
1032010	BONDS AND INSURANCE	1.000	LS	\$ 13,304.51	\$ 13,304.51	\$ 21,500.00	\$ 21,500.00	\$ 24,000.00	\$ 24,000.00
1050800	CONS. STAKES, LINES AND GRADES	1.000	EA	\$ 34,953.49	\$ 34,953.49	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
1071000	TRAFFIC CONTROL	1.000	LS	\$ 59,173.23	\$ 59,173.23	\$ 23,615.00	\$ 23,615.00	\$ 25,000.00	\$ 25,000.00
2014000	SELECTED CLEARING AND GRUBBING	1.000	LS	\$ 58,327.90	\$ 58,327.90	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00
2030010	FURNISH AND INSTALL MAILBOX	69.000	EA	\$ 300.00	\$ 20,700.00	\$ 221.00	\$ 15,249.00	\$ 300.00	\$ 20,700.00
2031200	SITE EXCAVATION	1.000	LS	\$ 85,209.45	\$ 85,209.45	\$ 12,557.00	\$ 12,557.00	\$ 26,520.00	\$ 26,520.00
3069900	MAINTENANCE STONE	147.000	TON	\$ 61.00	\$ 8,967.00	\$ 65.00	\$ 9,555.00	\$ 60.00	\$ 8,820.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	388.000	SF	\$ 12.50	\$ 4,850.00	\$ 8.75	\$ 3,395.00	\$ 10.00	\$ 3,880.00
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	413.000	LF	\$ 11.00	\$ 4,543.00	\$ 4.00	\$ 1,652.00	\$ 6.00	\$ 2,478.00
7196173	CATCH BASIN - TYPE 16 (TOP ONLY)	6.000	EA	\$ 3,750.00	\$ 22,500.00	\$ 1,000.00	\$ 6,000.00	\$ 2,500.00	\$ 15,000.00
7203130	CONCRETE C & G (1'-6") OGEE	1,985.000	LF	\$ 35.00	\$ 69,475.00	\$ 17.50	\$ 34,737.50	\$ 25.00	\$ 49,625.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	4,420.000	SY	\$ 81.00	\$ 358,020.00	\$ 52.50	\$ 232,050.00	\$ 95.00	\$ 419,900.00
7204900	DETECTABLE SIDEWALK SURFACE	150.000	SF	\$ 45.00	\$ 6,750.00	\$ 150.00	\$ 22,500.00	\$ 93.00	\$ 13,950.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	300.000	SY	\$ 150.00	\$ 45,000.00	\$ 39.00	\$ 11,700.00	\$ 60.00	\$ 18,000.00
8081000	MOVING ITEM NO. (001)	1.000	LS	\$ 500.00	\$ 500.00	\$ 5,741.00	\$ 5,741.00	\$ 2,000.00	\$ 2,000.00
8081000	MOVING ITEM NO. (002)	1.000	LS	\$ 250.00	\$ 250.00	\$ 2,761.00	\$ 2,761.00	\$ 2,000.00	\$ 2,000.00
8081000	MOVING ITEM NO. (003)	1.000	LS	\$ 250.00	\$ 250.00	\$ 7,107.00	\$ 7,107.00	\$ 2,000.00	\$ 2,000.00
8131000	SODDING	2.534	MSY	\$ 7,000.00	\$ 17,738.00	\$ 16,880.00	\$ 42,773.92	\$ 8,000.00	\$ 20,272.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	140.000	LF	\$ 35.00	\$ 4,900.00	\$ 10.50	\$ 1,470.00	\$ 20.00	\$ 2,800.00
8153000	SILT FENCE	3,850.000	LF	\$ 5.50	\$ 21,175.00	\$ 3.00	\$ 11,550.00	\$ 5.00	\$ 19,250.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	550.000	SY	\$ 15.00	\$ 8,250.00	\$ 11.00	\$ 6,050.00	\$ 9.00	\$ 4,950.00
	Total			TOTAL	\$ 889,323.54	\$ 487,963.42	\$ 707,645.00	\$ 707,645.00	\$ 707,645.00



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Candlewood Neighborhood Improvements Phase 3 Pre-Bid

Date: September 26, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Taylor Neeley PDT	tneeley@richlandpenny.com	726-6153
Dave Collier PDT	dcollier@richlandpenny.com	803-917-6258
Perry Mayhew PDT	pmayhew@richlandpenny.com	726-3576
BROG BORTZFELD/ARMSTRONG CONTRACTORS	broc@armstrongcontractors.com	803 495 3862
Bruce Harbin / CECS, Inc.	broc harbinba@cecsinc.com	803-779-0311
Kyle Holladay, CBG, Inc.	khollday@cbg-site-work.com	803-791-8457
Brentley Gromer / Corley Construction LLC	Corley.Cons@8915@bellsouth.net	803-513-1269
Decker Driessen / Cherokee Inc.	ddriessen@cherokee-sc.com	630-320-9251
Tim Richardson Shady Grove	SGCCAYPIPE@GMAIL.COM	803-513-4592
JEREMY JENKINS / JENKINS INTERIORS	JENKINSINTERIORS@LIVE.COM	803 414-1266



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Candlewood Neighborhood Improvements Phase 3 Pre-Bid

Date: September 26, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Cheryl Cook / RB ASBO	COOK, Cheryl C B. Richland County SC gov	(803) 576-1530
Kelvin Washington / Talleson LTD	KWashington@tallesonltd.com	803 741 9001
Andy Talleson	ATalleson@tallesonHd.com	↓ ↓ ↓ ↓
Hamilton Assoc. Electrical Contracting	ham.hamlee@att.net	803 621 0536
Robert Pruitt	rpruatt@richlandpenny.com	(803) 726-6162
Gebow Walker	gwalker@richlandpenny.com	(803) 724-6151
AOS SPECINITY CONTRACTORS, INC	MIKE @ AOSSC.ORG	803-798-6831
RICHLAND KIMBERLY TONEY Utility Coord.	toney.kimberly@richlandcountysc.gov	(803) 240-6978
Rebecca Connelly Richland PPT	rconnelly@richlandpenny.com	(803) 605-2389
Jason Patterson Richland POT	JPatterson@richlandpenny.com	804-380-3253
Melissa Watts K.C Procurement	Watts.Melissa@richlandcountysc.gov	803-576-2133



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Candlewood Neighborhood Improvements Phase 3 Pre-Bid

Date: September 26, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Jennifer Wladisenkin	wladj@richlandcountysc.gov	803-570-2130

Print this page

Board: Commercial Contractors

CORLEY CONSTRUCTION CO LLC

7462 FAIRFIELD RD
COLUMBIA, SC 29203-9544
803-735-3239

License number: 103572
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 05/26/2000
Classification: CT1 MS4 GD4 WL4 WP4
Qualified By: Financial Statement
President / Owner: TODD P CORLEY

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
[CORLEY TODD \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NEW WORTH REQUIREMENTS ***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018



RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY

Form # OSBORO
Rev Date: 10/6/201

Date Submitted:	10-17-2018				
Project Number:					
Contractor Name:	Corley Construction, LLC				
Address 1:	7462 Fairfield Road, Columbia, SC 29203				
Address 2:	City:	State:	Zip Code:		
Office Number:	803-751-3127	Mobile Number:	803-513-1269		
Contact Person:	Todd P. Corley				
Email Address:	Corley Const + 88915 @bellsouth.net				
SLBE Goal Percentage:	Percentage Committed to Subcontractor:	Percentage not attained by Prime Contractor:			

I certify that the information submitted on this form for the good faith efforts documentation is true and correct to the best of my knowledge.

Bidder/Authorized Representative: Todd P. Corley
(Print Name)

Signature:

Title: Owner / Partner Date: 10-17-2018

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name & License #</u>	<u>Address/Location</u>
0271015		RoadSAFE Traffic Systems	1021 2nd Ave, Columbia SC, 29209
6020005		Stall-A-Lert	8256 Corners Ferry Road, 29209

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

SUPERINTENDENT, PRIME CONTRACTOR

IF, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

Markus Copley
Print Superintendent's Name

BIDDER: Todd P. Copley

SIGNATURE: [Signature]



TRANSPORTATION PROGRAM

November 26, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Pedestrian Intersection Improvements Package 2
PDT-767-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, October 3, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Pedestrian Improvements Package 2 Project. The project was the re-bid of a similar scope of work for which bids were received over budget earlier this calendar year. The Richland Program Development Team has reviewed the two (2) submitted bids for Pedestrian Improvements Package 2 which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

PEDESTRIAN IMPROVEMENTS PACKAGE 2 - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
AOS Specialty Contractors, Inc.	\$ 693,577.68
Cherokee, Incorporated	\$ 913,967.85

Further review shows that AOS Specialty Contractors, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 10:00 AM on September 19, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 18.78% below the Engineer's Estimate of \$853,987.75 for the project. A review of the low bid also shows a 14.06% Small Local Business Enterprise (SLBE) utilization commitment which exceeds the 12.00% goal identified for this project. AOS Specialty Contractors, Inc. has submitted a Listing of Subcontractors indicating the SLBE firms will be participating in the work.

Comparatively, Cherokee, Incorporated's bid is 7.02% over the Engineer's Estimate with a Small Local Business Enterprise (SLBE) utilization commitment which also exceeds the 12.00% goal

After the bid opening, staff noted that the SLBE Certificate of Premier Constructors, Inc. (the listed SLBE Subcontractor of AOS Specialty Contractors) expired just three (3) days prior to the bid opening on Sunday, September 30, 2018 and that their renewal was pending at the Office for Small Business Opportunities (OSBO). As no formal directive was given to Premiere Electrical Contractors regarding the status of their SLBE Certification at the time of the bid opening, the Program Development Team recommends that a contract be awarded to the lowest responsive and responsible bidder, AOS Specialty Contractor's, Inc. for the following reasons:

- No decision by Richland County had been made at the time of the bid opening regarding the SLBE certification of Premier Constructors, Inc.
- AOS Specialty Contractor's Inc. meets all other requirements, including being below the Engineer's Estimate
- With Cherokee, Inc.'s bid exceeding the Engineer's Estimate, a third time bidding would likely increase the cost to the County and discourage bidders, including SLBE firms
- Staff and County Council are currently considering a recommendation to recertify Premier Constructors, Inc. and several other pending program graduates in order to avoid depleting the number of certified firms available to bid County projects.

If approved, it is further recommended that the approval of the award also include a 10% contingency of \$69,357.77. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab
Bid Form – AOS Specialty Contractors, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
AOS Specialty Contractors, Inc. License Confirmation
AOS Specialty Contractors, Inc. SLBE Utilization Documentation



Pedestrian Intersection Improvements Package 2

BID TABULATION SHEET

PROJECT NUMBER: PDT-767-IFB-2018

October 3rd, 2018 – 2:00 PM

Bidder	Total Bid
Cherokee, inc.	\$ 913,967.85
AOS Speciality Contractors, inc.	\$ 693,577.68
CERTIFIED BY: <i>Dave Collins</i>	

BID FORM

\$693,577.68

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$74,298.00	\$74,298.00
1032010	BONDS AND INSURANCE	LS	1.0000	\$13,465.00	\$13,465.00
1050800	CONSTRUCTION STAKES, LINES AND GRADES	EA	1.0000	\$3,296.00	\$3,296.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$55,200.00	\$55,200.00
1080300	CPM PROGRESS SCHEDULE	LS	1.0000	\$4,488.00	\$4,488.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1.0000	\$3,740.00	\$3,740.00
2014000	SELECTED CLEARING AND GRUBBING	LS	1.0000	\$3,292.00	\$3,292.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	SY	1,093.0000	\$35.00	\$38,255.00
2031000	UNCLASSIFIED EXCAVATION	CY	77.0000	\$54.00	\$4,158.00
2033000	BORROW EXCAVATION	CY	40.0000	\$76.00	\$3,040.00
4012120	FULL DEPTH ASPHALT PATCH (12")	SY	17.6667	\$250.00	\$4,416.68
6020005	PERM. CONSTRUCTION SIGN (GRND MOUNTED)	SF	1,608.0000	\$12.00	\$19,296.00
6271015	8" WHITE SOLID LINES THERMOPLASTIC	LF	4,960.0000	\$3.75	\$18,600.00
6271025	24" WHITE SOLID LINES THERMOPLASTIC	LF	120.0000	\$15.00	\$1,800.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	95.0000	\$15.00	\$1,425.00
6510105	FLAT SHEET,TYPE III,FIXED SIZE	SF	8.0000	\$31.00	\$248.00
6531210	U-SEC.POST FOR SGN SUPP. - 3P	LF	16.0000	\$17.00	\$272.00
6750278	2.0" SCHEDULE 80 PVC CONDUIT	LF	40.0000	\$18.00	\$720.00
6770393	NO.14 CU. WIRE, 8 CONDUCTOR-BLACK	LF	3,700.0000	\$3.14	\$11,618.00
6770394	NO. 14 CU. WIRE, 8 CONDUCTOR- GRAY	LF	10,400.0000	\$3.29	\$34,216.00
6770413	NO. 14 COPPER WIRE, 1-COND.	LF	2,000.0000	\$1.05	\$2,100.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	2,000.0000	\$10.47	\$20,940.00
6865781	F&I - 1 WAY, 1 SECT. HAND/MAN EMBLEM PEDESTRIAN	EA	25.0000	\$583.00	\$14,575.00
SIGNAL HEAD					
6865794	F&I - PED PUSH BUTTON MICRO ASSEMBLY (9" X 15") AND SIGN (R-10-3E OR R10-4A)	EA	55.0000	\$441.00	\$24,255.00
6888188	INST.4' BREAKAWAY PED POLE/BASE	EA	2.0000	\$550.00	\$1,100.00

BID FORM

\$693,577.68

Item #	Description	Units	Quantity	Unit Price	Extension
7201000	CONCRETE CURB (9" X 15") REPAIR MEDIAN	LF	49.0000	\$29.00	\$1,421.00
7203210	CONCRETE CURB AND GUTTER (2'-0" VERT.)	LF	137.0000	\$37.00	\$5,069.00
7204100	CONCRETE SIDEWALK (4' UNIFORM)	SY	291.0000	\$73.00	\$21,243.00
7204900	DETECTABLE WARNING SURFACE	SF	527.5000	\$40.00	\$21,100.00
7206000	CONCRETE MEDIAN (SCDOT 720-954-40)	SY	28.0000	\$432.00	\$12,096.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	980.0000	\$267.75	\$262,395.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	65.0000	\$64.00	\$4,160.00
8153000	SILT FENCE	LF	200.0000	\$4.50	\$900.00
8156219	INLET STRUCTURE FILTER TYPE A	LF	360.0000	\$11.50	\$4,140.00
6825482	FURNISH & INSTALL 8' BREAK-AWAY ALUMINUM PEDESTAL POLE	EA	2.0000	\$1,120.00	\$2,240.00
					Total: \$693,577.68



PEDESTRIAN IMPROVEMENTS PDT-767-IFB-2019

ITEM#	DESCRIPTION	LENGTH (MI.)			Engineer's Estimate		AOS Specialty Contractors, Inc.		Cherokee, Inc.	
		UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1031000	MOBILIZATION	LS	1,000			\$ 74,298.00	\$ 74,298.00	\$ 50,000.00	\$ 50,000.00	
1032010	BONDS AND INSURANCE	LS	1,000			\$ 13,465.00	\$ 13,465.00	\$ 17,000.00	\$ 17,000.00	
1050800	CONS. STAKES, LINES AND GRADES	EA	1,000			\$ 3,296.00	\$ 3,296.00	\$ 38,000.00	\$ 38,000.00	
1071000	TRAFFIC CONTROL	LS	1,000			\$ 55,200.00	\$ 55,200.00	\$ 230,000.00	\$ 230,000.00	
1080300	GPM PROGRESS SCHEDULE	LS	1,000			\$ 4,488.00	\$ 4,488.00	\$ 2,500.00	\$ 2,500.00	
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1,000			\$ 3,740.00	\$ 3,740.00	\$ 5,000.00	\$ 5,000.00	
2014000	SELECTED CLEARING AND GRUBBING	LS	1,000			\$ 3,292.00	\$ 3,292.00	\$ 75,000.00	\$ 75,000.00	
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	SY	1093.000			\$ 35.00	\$ 38,255.00	\$ 35.00	\$ 38,255.00	
2031000	UNCLASSIFIED EXCAVATION	CY	77.000			\$ 54.00	\$ 4,158.00	\$ 100.00	\$ 7,700.00	
2033000	BORROW EXCAVATION	CY	40.000			\$ 76.00	\$ 3,040.00	\$ 100.00	\$ 4,000.00	
4012120	FULL DEPTH ASPHALT PATCH (12")	SY	17.667			\$ 250.00	\$ 4,416.68	\$ 500.00	\$ 8,633.35	
6020005	PERM. CONSTRUCTION SIGN (GRND MOUNTED)	SF	1608.000			\$ 12.00	\$ 19,296.00	\$ 9.00	\$ 14,472.00	
6271015	8" WHITE SOLID LINES THERMOPLASTIC	LF	4960.000			\$ 3.75	\$ 18,600.00	\$ 3.40	\$ 16,864.00	
6271025	24" WHITE SOLID LINES THERMOPLASTIC	LF	120.000			\$ 15.00	\$ 1,800.00	\$ 20.00	\$ 2,400.00	
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	95.000			\$ 15.00	\$ 1,425.00	\$ 20.00	\$ 1,900.00	
6510105	FLAT SHEET TYPE III FPKD SIZE	SF	8.000			\$ 31.00	\$ 248.00	\$ 30.00	\$ 240.00	
6531210	U-SEC-POST FOR SGN SUPP. - 3P	LF	16.000			\$ 17.00	\$ 272.00	\$ 25.00	\$ 400.00	
6750278	2.0' SCHEDULE 80 PVC CONDUIT	LF	40.000			\$ 18.00	\$ 720.00	\$ 20.00	\$ 800.00	
6770393	NO. 14 CU WIRE, 8 CONDUCTOR - BLACK	LF	3700.000			\$ 3.14	\$ 11,618.00	\$ 2.75	\$ 10,175.00	
6770394	NO. 14 CU WIRE, 8 CONDUCTOR - GRAY	LF	10400.000			\$ 3.29	\$ 34,216.00	\$ 2.75	\$ 28,600.00	
6770413	NO. 14 COPPER WIRE, 1-COND.	LF	2000.000			\$ 1.05	\$ 2,100.00	\$ 1.25	\$ 2,500.00	
6780495	SAWCLUT FOR LOOP DETECTOR	LF	2000.000			\$ 10.47	\$ 20,940.00	\$ 8.00	\$ 16,000.00	
6865781	F&I - 1 WA Y, 1 SECT. HAND/MAN EMBLEM PEDESTRIAN SIGNAL HEAD	EA	25.000			\$ 583.00	\$ 14,575.00	\$ 800.00	\$ 20,000.00	
6865794	F&I - PED PUSH BUTTON MICRO ASSEMBLY (9" X 15") AND SIGN (R-10-3E OR R10-4A)	EA	55.000			\$ 441.00	\$ 24,255.00	\$ 370.00	\$ 20,350.00	
6888188	INST. 4' BREAKAWAY PED POLE/BASE	EA	2.000			\$ 550.00	\$ 1,100.00	\$ 800.00	\$ 1,600.00	
7201000	CONCRETE CURB (6" X 15") REPAIR MEDIAN	LF	49.000			\$ 29.00	\$ 1,421.00	\$ 100.00	\$ 4,900.00	
7203210	CONCRETE CURB AND GUTTER (2'-0" VERT.)	LF	137.000			\$ 37.00	\$ 5,069.00	\$ 78.00	\$ 10,686.00	
7204100	CONCRETE SIDEWALK (4' UNIFORM)	SY	291.000			\$ 73.00	\$ 21,243.00	\$ 100.00	\$ 29,100.00	
7204900	DETECTABLE WARNING SURFACE	SF	527.500			\$ 40.00	\$ 21,100.00	\$ 35.00	\$ 18,462.50	
7206000	CONCRETE MEDIAN (SCDOT 720-954-40)	SY	28.000			\$ 432.00	\$ 12,096.00	\$ 185.00	\$ 5,180.00	



PEDESTRIAN IMPROVEMENTS PDT-767-IFB-2019

ITEM#	DESCRIPTION	LENGTH (MI.)			Engineer's Estimate		AOS Specialty Contractors, Inc.		Cherokee, Inc.	
		UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	980.000			\$ 267.75	\$ 262,395.00	\$ 225.00	\$ 220,500.00	
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	65.000			\$ 64.00	\$ 4,160.00	\$ 50.00	\$ 3,250.00	
81 53000	SILT FENCE	LF	200.000			\$ 4.50	\$ 900.00	\$ 10.00	\$ 2,000.00	
81 56219	INLET STRUCTURE FILTER TYPE A	LF	360.000			\$ 11.50	\$ 4,140.00	\$ 15.00	\$ 5,400.00	
6825482	FURNISH & INSTALL 8' BREAK-AWAY ALUMINUM PEDESTAL POLE	EA	2.000			\$ 1,120.00	\$ 2,240.00	\$ 950.00	\$ 1,900.00	
	Total						\$ 693,577.68		\$ 913,967.85	



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Pedestrian Intersection Improvements Package 2
 Date: September 19, 2018
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Taylor Neeley	tneeley@richlandpenny.com	726-6153
Dale Collier	dcollier@richlandpenny.com	803-917-6258
Cheryl Pitts	cheryl.pitts@richlandpenny.com	803-416-0665
Megan O'Reilly / QCC Restoration	megan.oreilly@gmail.com	803-608-9325
Melissa Waits / RC Procurement	waits.melissa@richlandcountysc.gov	803-526-2133
Ron Armstrong / City of Columbia	Ron.Armstrong@columbiasc.gov	803-545-3852
BROC BURTFIELD - ARMSTRONG CONTRACTORS	broc@armstrongcontractors.com	803-995-3862
Decker Driessen / Cherokee Inc.	ddriessen@cherokeesc.com	630-370-9251
John Jordan / Cherokee - Inc.	jjordan@cherokeesc.com	803-513-7225
Brian King	bking@richlandpenny.com	803-351-5285



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Pedestrian Intersection Improvements Package 2
 Date: September 19, 2018
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
OFION Construction Co.	onion.mitch@aol.com	803-622-8645
RICHLAND Co. KIMBERLY TONEY	richlandcounty toney.kimberly@sc.gov	(803) 240-0978
John Moore / J. Moore Electric	jmoore42.composium.net	803 5684734
AOS SPECIALTY CONTRACTORS, INC.	MIKE@AOSSE.ORG	803-798-6831
J Crosby Haley Bay Parent Marking RICHLAND GERALD WALKER POT	Jcrospg@krpm.us GWAALKER@RICHLANDPARENT.COM	803 908 9593 803 . 726 . 6151
Jennifer Wladischkin Richland County	wladja@richlandcountysc.gov	803-576-2130
Ross TILTON	rtilton@richlandpenny.com	803 477-2377
Robert Pucht	vp@richlandpenny.com	(803) 726-6162
Metro-Dwellings, LLC	Kevin.Giles@metrodwellingsllc.com	803-767-1824
CARBRA CONSTRUCTION & DESIGN, INC.	Carmen@carbradesign.com carbradesign.com	803-750-1386 803.665.5207



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Pedestrian Intersection Improvements Package 2

Date: September 19, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Aurora Marshall	amarshall@richlandpenny.com	726-5163
PERRY MAYHEW PDT	pmayhe@c richlandpenny.com	726-3576
Rose Wallace	rwallace@richlandcounty-sc.gov	
Cheryl Cook	Cook.Cheryl@RichlandCountySC.gov	576-1540

[Print this page](#)

Board: Commercial Contractors

AOS SPECIALTY CONTRACTORS INC
1224 TWO NOTCH RD
LEXINGTON, SC 29073-3747
(803) 798-6831

License number: 111758
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 07/27/2005
Classification: BD5 AP5 CP5 GD5 HI5 WL5 IR5 MS5 SP5 BT5 WP5 2U5 BR5 CT5 MR5 SS5
President / Owner: DIANNE RUSHING

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
[PLANTE JANE \(COG\)](#)
[WILKES LUKE \(COG\)](#)
[RUSHING DIANNE \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#) [View Other License for this Person](#)
[No Orders Found](#)

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

* **Building (BD)**: includes GR, IR, MB, MS, SS, WF.

“LB” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.

“UB” - qualifier took Unlimited Building exam.

** **Highway (HY)**: includes AP, CP, BR, GD, HI.

*** **Public Electrical Utility (1U/2U)**: “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.

**** **Pressure and Process Piping (1P/2P)**: “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NEW WORTH REQUIREMENTS***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018

THE SLBE PARTICIPATION GOAL FOR THIS PROJECT IS: 12%

\$97,505.00

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	1031000	Mobilization	1.0000	LS	\$3,500.00	\$3,500.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	1071000	Traffic Control	1.0000	LS	\$20,000.00	\$20,000.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6750278	Furnish & Install 2" Schedule 80 PVC Conduit	40.0000	LF	\$12.00	\$480.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6770393	Furnish & Install #14 Cu Wiire, 8-Conductor Black	3700.0000	LF	\$2.10	\$7,770.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6770394	Furnish & Install #14 Cu Wire, 8-Conductor Gray	10400.0000	LF	\$2.20	\$22,880.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6770413	Furnish & Install #14 Cu Wire, 1-Conductor for Loop Wires	2000.0000	LF	\$0.70	\$1,400.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6780495	Sawcut for Loop Detector	2000.0000	LF	\$7.00	\$14,000.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6825482	Furnish & Install 8' Breakaway Aluminum Pedestal Pole	2.0000	EA	\$750.00	\$1,500.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6865781	F & I 1-Way, 1-Sect Hand/Man Emblem Pedestiran Signal Head	25.0000	EA	\$390.00	\$9,750.00
Premier Constructors, Inc.	1021 Briargate Circle, Suite B, Columbia, SC 29210	6865794	F & I Ped Push Button Micro Assemly and	55.0000	EA	\$295.00	\$16,225.00
Inc.	Columbia, SC 29210		Sign				
Total:							\$97,505.00



TRANSPORTATION PROGRAM

December 6, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Clemson Road Widening
PDT-276-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on yesterday Wednesday, December 5, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Clemson Road Widening Project. The Richland Program Development Team has reviewed the five (5) submitted bids for Clemson Road Widening which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

CLEMSON ROAD WIDENING - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
C. R. Jackson, Inc.	\$ 10,090,363.48
Palmetto Corporation of Conway, Inc.	\$ 10,290,915.71
McClam and Associates	\$11,341,431.03
C. Ray Miles Construction Company	\$ 14,019,984.34
Sloan Construction	\$ 14,073,399.40

Further review shows that the C.R. Jackson, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Mandatory Pre-Bid Conference was held at 10:00 AM on November 14, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates C. R. Jackson's bid to be 32.3% below the Engineer's Estimate of \$14,900,252.39 for the project. A review of the low bid also shows a 17.51% Disadvantaged Business Enterprise (DBE) utilization commitment which exceeds the 17.50% goal identified for this project. C. R. Jackson, Inc. has also submitted the required DBE Utilization Form indicating the DBE firms will be participating in the work.

In accordance with the guidelines for this project, SCDOT approval and concurrence is required for the project to move forward. At the time of this writing, SCDOT reviews are being conducted with approvals anticipated within the current week as we have forwarded all required information to the agency to include bid information, Engineer's estimate comparisons, DBE Committal information, and other required forms.

Therefore; **contingent upon SCDOT concurrence**, Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, C. R. Jackson Construction. It is further recommended that the approval of the award also include a 10% contingency of \$ 1,009,036.35. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

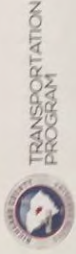


Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab
Bid Form – C. R. Jackson, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
C. R. Jackson, Inc. License Confirmation
C. R. Jackson, Inc. DBE Utilization Documentation



TRANSPORTATION PROGRAM

Clemson Road Widening

BID TABULATION SHEET

PROJECT NUMBER: PDT-276-IFB-2019

December 5th, 2018 - 2:00 PM

Bidder	Total Bid
McClam Associates, inc.	11,341,431.03
Sloan Construction	14,573,399.40
C.R. Jackson, inc.	10,090,363.48
Palmetto Corp of Conway, inc	10,290,915.71
C Ray Miles Construction Company	14,019,984.34
CERTIFIED BY: <i>John Collins</i>	

Richland County Procurement Dep
'18 DEC 5 PM2:00

BIDDER INFORMATION

COMPANY NAME *

C. R. Jackson, Inc.

COMPANY PHONE NUMBER *

(803) 750-6070

COMPANY ADDRESS *

P. O. Box 8023, Columbia, SC 29202

EMAIL ADDRESS *

kjackson@crjackson.com

CONTRACTOR LICENSE NUMBER *

G12195

SC SALES TAX NUMBER *

03214668-7

**FEDERAL TAX ID
NUMBER ***

57-0575863

AUTHORIZED AGENT NAME *

Karen Jackson

AUTHORIZED AGENT TITLE *

Asst Sec.

BID FORM

\$8,490,213.98

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$366,000.00	\$366,000.00
1031100	MOBILIZATION - SUBCONTRACTOR	LS	1.0000	\$100,000.00	\$100,000.00
1032010	BONDS AND INSURANCE	LS	1.0000	\$100,000.00	\$100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.0000	\$100,000.00	\$100,000.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$250,000.00	\$250,000.00
1080300	CFM PROGRESS SCHEDULE	LS	1.0000	\$26,000.00	\$26,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1.0000	\$400,000.00	\$400,000.00
2021015	REMOVAL & DISPOSAL OF EXISTING MANHOLE	EA	2.0000	\$925.00	\$1,850.00
2022000	REMOVAL AND DISPOSAL ITEM # 1 (ROPE FENCE)	EA	1.0000	\$100.00	\$100.00
2022000	REMOVAL AND DISPOSAL ITEM # 2 (ROPE FENCE)	EA	1.0000	\$100.00	\$100.00
2022000	REMOVAL AND DISPOSAL ITEM # 3 (POLE)	EA	1.0000	\$350.00	\$350.00
2022000	REMOVAL AND DISPOSAL ITEM # 4 (POLE)	EA	1.0000	\$350.00	\$350.00
2022000	REMOVAL AND DISPOSAL ITEM # 5 (SIGN)	EA	1.0000	\$800.00	\$800.00
2022000	REMOVAL AND DISPOSAL ITEM # 6 (SIGN)	EA	1.0000	\$800.00	\$800.00
2022000	REMOVAL AND DISPOSAL ITEM # 7 (SIGN)	EA	1.0000	\$800.00	\$800.00
2022000	REMOVAL AND DISPOSAL ITEM # 8 (SIGN)	EA	1.0000	\$800.00	\$800.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	315.0000	\$20.00	\$6,300.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	1,915.0000	\$10.00	\$19,150.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	20.0000	\$175.00	\$3,500.00
2027801	REMOVAL OF EXIST. GUARDRAIL	LF	2,760.0000	\$1.00	\$2,760.00
2030010	FURNISH AND INSTALL MAILBOX	EA	5.0000	\$250.00	\$1,250.00
2031000	UNCLASSIFIED EXCAVATION	CY	16,877.0000	\$12.00	\$202,524.00

Item #	Description	Units	Quantity	Unit Price	Extension
2033000	BORROW EXCAVATION	CY	71,702.0000	\$13.00	\$932,126.00
2033025	BORROW EXCAVATION - (AASHTO TYPE A-1 SAND)	TON	525.0000	\$35.00	\$18,375.00
2033100	BORROW PIT SET-UP	LS	1.0000	\$500.00	\$500.00

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Item #	Description	Units	Quantity	Unit Price	Extension
2034000	MUCK EXCAVATION	CY	580.0000	\$30.00	\$17,400.00
2034518	18" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	6,352.0000	\$18.00	\$114,336.00
2034524	24" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	1,968.0000	\$24.00	\$47,232.00
2034530	30" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	2,184.0000	\$30.00	\$65,520.00
2034536	36" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	892.0000	\$39.00	\$34,788.00
2034542	42" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	24.0000	\$54.00	\$1,296.00
2034548	48" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	248.0000	\$73.00	\$18,104.00
2034584	84" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	LF	100.0000	\$118.00	\$11,800.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	510.0000	\$50.00	\$25,500.00
2081001	FINE GRADING	SY	31,250.0000	\$5.50	\$171,875.00
2103000	FLOWABLE FILL	CY	46.0000	\$300.00	\$13,800.00
3069900	MAINTENANCE STONE	TON	385.0000	\$25.00	\$9,625.00
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	TON	618.0000	\$83.00	\$51,294.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	1,069.0000	\$603.00	\$644,607.00
4012080	FULL DEPTH ASPHALT PATCHING (8" UNIFORM)	SY	200.0000	\$90.00	\$18,000.00
4013990	MILLING EXISTING PAVEMENT (VARIABLE)	SY	11,270.0000	\$2.75	\$30,992.50
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	10,103.0000	\$57.00	\$575,871.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	9,334.0000	\$55.00	\$513,370.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	248.0000	\$3.00	\$744.00
6062000	CONSTRUCTION ZONE ELECTRIC CHANGEABLE MESSAGE SIGN (TRAILER MOUNTED)	EA	6.0000	\$5,400.00	\$32,400.00
6092100	TEMPORARY CLEAR PAVEMENT MARKERS MONO-DIR.- 4"X4"	EA	600.0000	\$4.75	\$2,850.00

Item #	Description	Units	Quantity	Unit Price	Extension
6082150	TEMPORARY YELLOW PAVEMENT MARKERS MONO-DIR.- 4"X4"	EA	485.0000	\$4.75	\$2,303.75
6082155	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	EA	760.0000	\$4.75	\$3,610.00
6250005	4" WHITE BROKEN LINES -(GAPS EXCLUDED)-FAST DRY PAINT	LF	6,730.0000	\$0.12	\$807.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	LF	29,563.0000	\$0.10	\$2,956.30

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Item #	Description	Units	Quantity	Unit Price	Extension
6250015	8"WHITE SOLID LINES(CROSSWALK&CHANNELIZATION)FAST DRY PAINT	LF	770.0000	\$0.75	\$577.50
6250025	34" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	LF	370.0000	\$2.00	\$740.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	EA	4.0000	\$20.00	\$80.00
6250105	4" YELLOW BROKEN LINES(GAPS EXC) - FAST DRY PAINT	LF	5,000.0000	\$0.15	\$750.00
6250110	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	LF	31,141.0000	\$0.10	\$3,114.10
6250112	6" YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	LF	610.0000	\$1.50	\$915.00
6271005	4" WHITE BROKEN LINES(GAPS EXCL.THERMOPLASTIC-90 MIL	LF	6,730.0000	\$0.50	\$3,365.00
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL	LF	770.0000	\$2.75	\$2,117.50
6271025	34" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	LF	330.0000	\$12.00	\$3,960.00
6271030	WHITE SINGLE ARROWS (LT, STRIGHT, RT) THERMO.-125 MIL.	EA	60.0000	\$100.00	\$6,000.00
6271035	WHITE WORD MESSAGE "ONLY" -THERMOPLASTIC - 125 MIL.	EA	16.0000	\$150.00	\$2,400.00
6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL	LF	5,000.0000	\$0.50	\$2,500.00
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	LF	20,175.0000	\$0.40	\$8,070.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.-4"X4"	EA	300.0000	\$4.75	\$1,425.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS B-DIR.-4"X4"	EA	300.0000	\$4.75	\$1,425.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	209.4800	\$22.90	\$4,797.09
6510108	FLAT SHEET, TYPE VIII OR IX, SIZE DETERMINED BY MSG.-OVERHEAD	SF	39.0000	\$26.80	\$1,045.20

Item #	Description	Units	Quantity	Unit Price	Extension
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERCTD ON SPAN WIRE	EA	16.0000	\$164.50	\$2,632.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	288.0000	\$13.21	\$3,804.48
6531500	REFLECTIVE SIGN POST PANELS	LF	85.0000	\$8.78	\$746.30
6750275	FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT	LF	815.0000	\$7.25	\$5,908.75
6750278	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT	LF	110.0000	\$8.10	\$891.00
6750270	FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT	LF	40.0000	\$16.00	\$640.00
6770388	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - BLACK	LF	550.0000	\$1.90	\$1,045.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,900.0000	\$1.96	\$3,724.00

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6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	2,375.0000	\$2.25	\$5,343.75
6770413	FURNISH & INSTL NO. 14 COPPER WIRE, 1-CONDUCTOR FOR LOOP WIRE	LF	1,320.0000	\$0.55	\$726.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	525.0000	\$6.20	\$3,255.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1.0000	\$885.00	\$885.00
6800508	F&I-12"X12"X12"D ELEC.FLUSH UNDGRD.ENCLOS-(3TR.POLY.CONC.)HD	EA	7.0000	\$216.00	\$1,512.00
6800518	F&I-13"X24"X18"D ELEC.FLUSH UNDGRD.ENCLOS-(3TR.POLY.CONC.)HD	EA	2.0000	\$364.00	\$728.00
6825020	F&I 35' WOOD POLE - CLASS II - CGA TREATED (0.80)	EA	4.0000	\$680.00	\$2,720.00
6825045	FURNISH & INSTALL 3/8" BACK GUY FOR WOOD POLE	EA	4.0000	\$325.00	\$1,300.00
6825050	FURNISH & INSTALL 13" X 32" STEEL STRAIN POLE AND FOUNDATION	EA	4.0000	\$5,874.80	\$27,499.20
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	805.0000	\$5.20	\$4,186.00
6845511	F&I - CONTR 332/336 CABINET ASSEMBLY - BASE MOUNTED	EA	1.0000	\$14,879.51	\$14,879.51
6865710	FURNISH & INSTALL - 12" 5 SECTION SIGNAL HEAD	EA	3.0000	\$897.88	\$2,693.64
6865722	F&I - 12" 1-WAY-4 SECTION(R.A.Y.A.YAF.GA)/VEH TRAFFIC SIGNAL	EA	1.0000	\$781.63	\$781.63
6865731	F&I - 12" 1-WAY-3 SECTION(R.Y.G.)VEHICLE TRAFFIC SIGNAL	EA	8.0000	\$634.29	\$5,708.51
6865783	F&I - 1-WAY-1SECT.(COUNTDOWN HAND/MAN EMBLEM)/PED.SIG.HEAD	EA	4.0000	\$578.46	\$2,313.84
6865793	F&I-PED PUSH BUTTON MICRO ASSEMBLY(9"X12")AND SIGN(R-10-3E or R-10-4)	EA	4.0000	\$248.35	\$993.40
6865834	BACKPLATE W/ RETROREFL.BORDERS FOR TRAFF. SIG.	EA	7.0000	\$126.00	\$882.00

Item #	Description	Units	Quantity	Unit Price	Extension
6885990	REMOVAL, SALVAQE, & DISP. OF EXISTING TRAF. SIGNAL EQUIPMENT	LS	1.0000	\$2,500.00	\$2,500.00
6886010	INTEGRATION	LS	1.0000	\$1,500.00	\$1,500.00
6886042	FURNISH & INSTALL VIDEO DETECTION CAMERA W/ HARDWARE & LEAD-IN	EA	3.0000	\$6,587.41	\$19,762.23
6887961	FURNISH & INSTALL CONCRETE CABINET FOUNDATION	EA	1.0000	\$874.00	\$874.00
7143618	18" SMOOTH WALL PIPE	LF	7,332.0000	\$45.00	\$329,940.00
7143624	24" SMOOTH WALL PIPE	LF	2,052.0000	\$55.00	\$114,912.00
7143630	30" SMOOTH WALL PIPE	LF	2,232.0000	\$78.00	\$174,096.00
7143636	36" SMOOTH WALL PIPE	LF	908.0000	\$110.00	\$99,880.00

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Item #	Description	Units	Quantity	Unit Price	Extension
7143642	42" SMOOTH WALL PIPE	LF	32.0000	\$140.00	\$4,480.00
7143648	48" SMOOTH WALL PIPE	LF	260.0000	\$170.00	\$44,200.00
7143684	84" SMOOTH WALL PIPE	LF	108.0000	\$650.00	\$70,200.00
7149999	CLEAN EXISTING PIPE	LF	1,160.0000	\$12.00	\$13,920.00
7191205	CATCH BASIN - TYPE 9	EA	5.0000	\$2,000.00	\$10,000.00
7191605	CATCH BASIN - TYPE 16	EA	47.0000	\$3,000.00	\$141,000.00
7191625	CATCH BASIN - TYPE 17	EA	55.0000	\$4,000.00	\$220,000.00
7191630	CATCH BASIN - TYPE 17 WITH MODIFIED BOX NO. (5'X5')	EA	2.0000	\$5,000.00	\$10,000.00
7191650	CATCH BASIN - TYPE 18	EA	1.0000	\$5,000.00	\$5,000.00
7192020	DROP INLET (24" x 36")	EA	7.0000	\$1,800.00	\$12,600.00
7192090	TRENCH DRAIN-12" INTERIOR DIMENSION (DRIVEWAY APPLICATION)	LF	90.0000	\$250.00	\$22,500.00
7192105	MANHOLE	EA	3.0000	\$2,200.00	\$6,600.00
7192107	MANHOLE WITH STANDARD 4' X 4' BOX	EA	1.0000	\$2,500.00	\$2,500.00
7192108	MANHOLE WITH STANDARD 5' X 5' BOX	EA	1.0000	\$4,000.00	\$4,000.00
719228Z	JUNCTION BOX (SPECIAL)	EA	1.0000	\$23,000.00	\$23,000.00
7193005	PRECAST CONCRETE RISER - 48" DIAMETER	LF	7.5000	\$500.00	\$3,750.00
7193105	PRECAST CONCRETE DRAINAGE BASE - 48"	EA	1.0000	\$4,000.00	\$4,000.00
7193110	PRECAST CONCRETE DRAINAGE BASE - 60" DIAMETER	EA	1.0000	\$5,500.00	\$5,500.00
7193150	PRECAST CONCRETE TRANSITION SECTION - FLAT SLAB (60" TO 48")	EA	1.0000	\$1,800.00	\$1,800.00
7196000	EXTRA DEPTH OF BOX	LF	4.2000	\$350.00	\$1,470.00
719705Z	CONCRETE COLLAR FOR UP TO 24" PIPE	EA	1.0000	\$4,000.00	\$4,000.00

Item #	Description	Units	Quantity	Unit Price	Extension
7197110	ADJUST CATCH BASIN	EA	3.0000	\$1,800.00	\$5,400.00
7199100	BEVELING OF PIPE END	EA	13.0000	\$1,000.00	\$13,000.00
7203130	CONCRETE CURB AND GUTTER(1'-6") OGEE	LF	1,200.0000	\$16.00	\$19,200.00
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	LF	16,150.0000	\$18.00	\$290,700.00

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Item #	Description	Units	Quantity	Unit Price	Extension
7204000	CONCRETE WASHOUT	EA	3.0000	\$2,100.00	\$6,300.00
7204100	CONCRETE SIDEWALK(4" UNIFORM)	SY	20,805.0000	\$36.00	\$748,980.00
7204900	DETECTABLE WARNING MATERIAL	SF	400.0000	\$50.00	\$20,000.00
7205000	CONCRETE DRIVEWAY(6" UNIFORM)	SY	355.0000	\$58.00	\$20,590.00
7206000	CONCRETE MEDIAN	SY	142.0000	\$60.00	\$8,520.00
7206200	CONCRETE DITCH PAVING	SY	2,032.0000	\$80.00	\$162,560.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	815.0000	\$125.00	\$101,875.00
8011400	AGGREGATE UNDERDRAIN (AGGR.NO. 57)	CY	50.0000	\$70.00	\$3,500.00
8021204	4" PERFORATED PIPE UNDERDRAIN	LF	100.0000	\$30.00	\$3,000.00
8034120	12" PIPE SLOPE DRAIN	LF	1,500.0000	\$25.00	\$37,500.00
8036120	12" SLOPE DRAIN END PROTECTOR	EA	50.0000	\$125.00	\$6,250.00
8041020	RIP-RAP (CLASS B)	TON	449.0000	\$63.00	\$28,287.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE B	SY	650.0000	\$3.00	\$1,950.00
8051100	STEEL BEAM GUARDRAIL	LF	3,762.5000	\$17.74	\$66,746.75
8052210	END ANCHOR-TYPE B	EA	8.0000	\$497.00	\$3,976.00
8052300	END TERMINAL - TYPE T	EA	8.0000	\$2,597.00	\$20,776.00
8068301	TEMPORARY BARRIER FENCE	LF	560.0000	\$2.75	\$1,540.00
8081000	MOVE ITEM # 1	EA	1.0000	\$4,250.00	\$4,250.00
8081000	MOVE ITEM # 2	EA	1.0000	\$5,100.00	\$5,100.00
8081000	MOVE ITEM # 3	EA	1.0000	\$9,500.00	\$9,500.00
8081000	MOVE ITEM # 4	EA	1.0000	\$750.00	\$750.00
8081000	MOVE ITEM # 5	EA	1.0000	\$750.00	\$750.00

Item #	Description	Units	Quantity	Unit Price	Extension
8081000	MOVE ITEM # 6	EA	1.0000	\$2,150.00	\$2,150.00
8081000	MOVE ITEM # 7	EA	1.0000	\$4,550.00	\$4,550.00
8081000	MOVE ITEM # 8	EA	1.0000	\$4,750.00	\$4,750.00

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Item #	Description	Units	Quantity	Unit Price	Extension
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	183.0000	\$70.00	\$12,810.00
8091050	RIGHT OF WAY PLAT	LS	1.0000	\$12,500.00	\$12,500.00
8100100	PERMANENT COVER	AC	10.6000	\$2,000.00	\$21,200.00
8100200	TEMPORARY COVER	AC	5.3000	\$1,500.00	\$7,950.00
8101105	COMPOST	CY	3,181.0000	\$42.50	\$135,192.50
8104005	FERTILIZER (NITROGEN)	LB	1,044.0000	\$1.50	\$1,566.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	1,044.0000	\$1.50	\$1,566.00
8104015	FERTILIZER (POTASH)	LB	1,044.0000	\$1.50	\$1,566.00
8105005	AGRICULTURAL GRANULAR LIME	LB	20,887.0000	\$0.35	\$7,310.45
8109050	SELECTIVE WATERING	GAL	135,750.0000	\$0.15	\$20,362.50
8109901	MOWING	AC	31.8000	\$400.00	\$12,720.00
8131000	SODDING	MSY	0.7500	\$7,800.00	\$5,850.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	0.0400	\$5,500.00	\$220.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	MSY	0.8580	\$5,500.00	\$4,719.00
8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	MSY	25.0680	\$1,800.00	\$45,122.40
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,840.0000	\$9.00	\$16,560.00
8153000	SILT FENCE	LF	7,870.0000	\$2.25	\$17,707.50
8153090	REPLACE/REPAIR SILT FENCE	LF	787.0000	\$3.00	\$2,361.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,968.0000	\$6.00	\$11,808.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	222.0000	\$150.00	\$33,300.00
8156212	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 16)	EA	46.0000	\$150.00	\$6,900.00
8156213	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 17)	EA	55.0000	\$150.00	\$8,250.00

Item #	Description	Units	Quantity	Unit Price	Extension
8156214	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 18)	EA	1.0000	\$150.00	\$150.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	120.0000	\$13.00	\$1,560.00
8156480	STABILIZED CONSTRUCTION ENTRANCE	SY	1,100.0000	\$15.00	\$16,500.00

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Item #	Description	Units	Quantity	Unit Price	Extension
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	54.0000	\$25.00	\$1,350.00
9001000	ON-THE-JOB TRAINING	HRS	2,600.0000	\$0.80	\$2,080.00
7198P01	CONCRETE COLLAR FOR 84" PIPE	EA	2.0000	\$7,000.00	\$14,000.00
8158P01	TEMPORARY COFFER DAM	EA	1.0000	\$26,000.00	\$26,000.00
Total:					\$8,490,213.98

UTILITY RELOCATION NO. 1 WORKSHEET

\$802,946.00

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-1	ABANDON IN PLACE AND/OR REMOVE EXISTING 12" WATER MAIN IN PLACE - (INCLUDES FLOWABLE FILL, LINE STOPS, CAPS, ETC.)	5,858.0000	LF	\$12.00	\$70,296.00
WS-2	ABANDON IN PLACE AND/OR REMOVE EXISTING 8" WATER MAIN IN PLACE - (INCLUDES FLOWABLE FILL, LINE STOPS, CAPS, ETC.)	107.0000	LF	\$125.00	\$13,375.00
WS-3	ABANDON IN PLACE AND/OR REMOVE EXISTING 6" WATER MAIN IN PLACE - (INCLUDES FLOWABLE FILL, LINE STOPS, CAPS, ETC.)	62.0000	LF	\$175.00	\$10,850.00
WS-4	REMOVE FIRE HYDRANTS - (INCLUDES CAPS, REMOVAL OF VALVE BOX, FLOWABLE FILL, ETC.)	7.0000	EA	\$1,300.00	\$9,100.00
WS-5	DIP WATER MAIN - 12" CL 350	1,723.0000	LF	\$48.00	\$82,704.00
WS-6	RESTRAINTED JOINT DIP WATER MAIN - 12" CL 350	3,117.0000	LF	\$58.00	\$180,786.00
WS-7	RESTRAINTED JOINT DIP WATER MAIN - 8" CL 350	127.0000	LF	\$45.00	\$5,715.00
WS-8	RESTRAINTED JOINT DIP WATER MAIN - 6" CL 350	448.0000	LF	\$40.00	\$17,920.00
WS-9	FLANGED DIP WATER MAIN - 6" CL 350	25.0000	LF	\$53.00	\$1,325.00
WS-10	TEE - 12" x 12", RJ	2.0000	EA	\$1,200.00	\$2,400.00
WS-11	TEE - 12" x 8", RJ	2.0000	EA	\$1,100.00	\$2,200.00
WS-12	TEE - 12" x 6", RJ	10.0000	EA	\$1,050.00	\$10,500.00
WS-13	BEND- 45 DEGREE- 12", RJ	34.0000	EA	\$850.00	\$28,900.00
WS-14	BEND- 22.5 DEGREE- 12", RJ	1.0000	EA	\$825.00	\$825.00
WS-15	BEND- 45 DEGREE- 8", RJ	4.0000	EA	\$500.00	\$2,000.00
WS-16	BEND- 90 DEGREE- 6", RJ	11.0000	EA	\$400.00	\$4,400.00
WS-17	BEND- 45 DEGREE- 6", RJ	10.0000	EA	\$400.00	\$4,000.00
WS-18	BEND- 11.25 DEGREE- 6", RJ	2.0000	EA	\$400.00	\$800.00
WS-19	GATE VALVES W/ BOX -12"	6.0000	EA	\$2,600.00	\$15,600.00
WS-20	GATE VALVES W/ BOX- 8"	2.0000	EA	\$1,500.00	\$3,000.00

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-21	GATE VALVES W/ BOX - 6"	12.0000	EA	\$1,000.00	\$12,000.00
WS-22	SERVICE LINE, OPEN CUT (SHORT SIDE)	1.0000	EA	\$1,300.00	\$1,300.00
WS-23	SERVICE LINE, DIRECTIONAL DRILL (LONG SIDE)	1.0000	EA	\$3,800.00	\$3,800.00
WS-24	TAPPING SLEEVE AND VALVE - 12" X 12"	4.0000	EA	\$11,000.00	\$44,000.00
WS-25	TAPPING SLEEVE AND VALVE - 8" X 8"	2.0000	EA	\$8,500.00	\$17,000.00

UTILITY RELOCATION NO. 1 WORKSHEET

\$802,946.00

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-26	TAPPING SLEEVE AND VALVE - 6" X 6"	3.0000	EA	\$8,000.00	\$24,000.00
WS-27	FIRE HYDRANT (INCLUDES HYDRANT AND EXTENSIONS)	11.0000	EA	\$2,500.00	\$27,500.00
WS-28	WATER LINE VERTICAL OFFSET WITH BYPASS - (INCLUDES PIPE, LINE TAPS, LINE STOPS, VALVES, FITTINGS, CONCRETE BLOCKING)	1.0000	EA	\$50,000.00	\$50,000.00
WS-29	BORE AND JACK WITH 20" STEEL CASING	153.0000	LF	\$350.00	\$53,550.00
WS-30	BORE AND JACK WITH 16" STEEL CASING	83.0000	LF	\$300.00	\$24,900.00
WS-31	BORE AND JACK WITH 14" STEEL CASING	246.0000	LF	\$275.00	\$67,650.00
WS-32	CONCRETE THRUST BLOCKING	10.0000	CY	\$175.00	\$1,750.00
WS-33	REMOVE AND REPLACE ASPHALT DRIVE	220.0000	LF	\$40.00	\$8,800.00
Total:					\$802,946.00

PAVING OPTION ITEM LIST INSTRUCTIONS

Vendors are required to complete one alternate item list over the other. Select to opt out of whichever item list you do not intend to bid. *

PAVING OPTION #1

Item Code	Description	Quantity	Units	Unit Price	Extension
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	15,655.0000	TON	No bid	
4011004	LIQUID ASPHALT BINDER PG64-22	800.0000	TON	No bid	
					Total:

PAVING OPTION #2

\$797,203.50

Item Code	Description	Quantity	Units	Unit Price	Extension
3081090	CEMENT STAB. AGGR. BASE CR. (9" UNIF.)	35,611.0000	SY	\$16.00	\$569,776.00
3082000	PORTLAND CEMENT FOR CEMENT STABILIZED AGGREGATE BASE COURSE	841.0000	TON	\$140.00	\$117,740.00
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	354.0000	TON	\$130.00	\$46,020.00
4011004	LIQUID ASPHALT BINDER PG64-22	17.0000	TON	\$603.00	\$10,251.00
4060010	ASPHALT SURFACE TREATMENT(SINGLE TREATMENT)	35,611.0000	SY	\$1.50	\$53,416.50
					Total: \$797,203.50



CLEMSON ROAD WIDENING

ITEM #	DESCRIPTION	TOTAL QUANTITY	UNITS	ENGINEER'S ESTIMATE		C.R. JACKSON, INC.		PALMETTO CORP.		MCCLAM		C. RAY MILES		SILGON CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1,000	LS	\$ 396,000.00	\$ 396,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 173,850.00	\$ 173,850.00	\$ 52,000.00	\$ 52,000.00	\$ 650,000.00	\$ 650,000.00
1031100	MOBILIZATION - SUBCONTRACTOR	1,000	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 216,030.00	\$ 216,030.00	\$ 250,000.00	\$ 250,000.00	\$ 40,000.00	\$ 40,000.00
1032010	BONDS AND INSURANCE	1,000	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 171,000.00	\$ 171,000.00	\$ 275,000.00	\$ 275,000.00	\$ 72,000.00	\$ 72,000.00
1050000	CONSTRUCTION STAKES, LINES & GRADES	1,000	EA	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 129,690.00	\$ 129,690.00	\$ 250,000.00	\$ 250,000.00	\$ 175,000.00	\$ 175,000.00
1055000	UTILITY RELOCATION NO. 1	1,000	EA	\$ 802,946.00	\$ 802,946.00	\$ 83,177.46	\$ 83,177.46	\$ 83,177.46	\$ 83,177.46	\$ 845,434.10	\$ 845,434.10	\$ 1,328,190.00	\$ 1,328,190.00	\$ 803,631.00	\$ 803,631.00
1071000	TRAFFIC CONTROL	1,000	LS	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 276,051.00	\$ 276,051.00	\$ 675,000.00	\$ 675,000.00	\$ 635,000.00	\$ 635,000.00
1085000	CPM PROGRESS SCHEDULE	1,000	LS	\$ 26,000.00	\$ 26,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 26,842.00	\$ 26,842.00	\$ 26,000.00	\$ 26,000.00	\$ 7,200.00	\$ 7,200.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1,000	LS	\$ 400,000.00	\$ 400,000.00	\$ 456,000.00	\$ 456,000.00	\$ 456,000.00	\$ 456,000.00	\$ 131,100.00	\$ 131,100.00	\$ 550,000.00	\$ 550,000.00	\$ 325,000.00	\$ 325,000.00
2021015	REMOVAL & DISPOSAL OF EXISTING MANHOLE	2,000	EA	\$ 925.00	\$ 1,850.00	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 3,960.00	\$ 7,920.00	\$ 775.00	\$ 1,550.00	\$ 2,190.00	\$ 4,380.00
2022000	REMOVAL AND DISPOSAL ITEM #1 (ROPE FENCE)	1,000	EA	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 114.00	\$ 114.00	\$ 700.00	\$ 700.00	\$ 170.00	\$ 170.00
2022000	REMOVAL AND DISPOSAL ITEM #2 (ROPE FENCE)	1,000	EA	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 114.00	\$ 114.00	\$ 700.00	\$ 700.00	\$ 170.00	\$ 170.00
2022000	REMOVAL AND DISPOSAL ITEM #3 (POLE)	1,000	EA	\$ 350.00	\$ 350.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 114.00	\$ 114.00	\$ 700.00	\$ 700.00	\$ 170.00	\$ 170.00
2022000	REMOVAL AND DISPOSAL ITEM #4 (POLE)	1,000	EA	\$ 350.00	\$ 350.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 114.00	\$ 114.00	\$ 700.00	\$ 700.00	\$ 170.00	\$ 170.00
2022000	REMOVAL AND DISPOSAL ITEM #5 (SIGN)	1,000	EA	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,710.00	\$ 1,710.00	\$ 700.00	\$ 700.00	\$ 345.00	\$ 345.00
2022000	REMOVAL AND DISPOSAL ITEM #6 (SIGN)	1,000	EA	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,710.00	\$ 1,710.00	\$ 700.00	\$ 700.00	\$ 345.00	\$ 345.00
2022000	REMOVAL AND DISPOSAL ITEM #7 (SIGN)	1,000	EA	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,710.00	\$ 1,710.00	\$ 700.00	\$ 700.00	\$ 345.00	\$ 345.00
2022000	REMOVAL AND DISPOSAL ITEM #8 (SIGN)	1,000	EA	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,710.00	\$ 1,710.00	\$ 700.00	\$ 700.00	\$ 345.00	\$ 345.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	315,000	SY	\$ 20.00	\$ 6,300.00	\$ 15.37	\$ 4,841.55	\$ 15.37	\$ 4,841.55	\$ 17.10	\$ 5,366.50	\$ 25.00	\$ 7,875.00	\$ 12.65	\$ 3,984.75
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	1,915,000	SY	\$ 10.00	\$ 19,150.00	\$ 7.96	\$ 15,243.40	\$ 7.96	\$ 15,243.40	\$ 4.60	\$ 8,809.00	\$ 17.00	\$ 32,555.00	\$ 9.50	\$ 18,192.50
2027801	REMOVAL OF EXIST. GUARDRAIL	20,000	LF	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.15	\$ 23,000.00	\$ 1.10	\$ 22,000.00	\$ 1.25	\$ 25,000.00
2030010	FURNISH AND INSTALL MAILBOX	5,000	EA	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 171.00	\$ 855.00	\$ 230.00	\$ 1,150.00	\$ 230.00	\$ 1,150.00
2031000	UNCLASSIFIED EXCAVATION	16,877,000	CY	\$ 12.00	\$ 202,524.00	\$ 14.50	\$ 244,716.50	\$ 14.50	\$ 244,716.50	\$ 12.25	\$ 206,743.25	\$ 12.00	\$ 202,524.00	\$ 27.00	\$ 455,679.00
2033000	BORROW EXCAVATION	71,702,000	CY	\$ 13.00	\$ 932,126.00	\$ 15.90	\$ 1,130,958.00	\$ 15.90	\$ 1,130,958.00	\$ 14.00	\$ 1,003,826.00	\$ 14.00	\$ 1,003,826.00	\$ 20.00	\$ 1,434,040.00
2033025	BORROW EXCAVATION - (ASHTO TYPE A-1 SAND)	525,000	TON	\$ 35.00	\$ 18,375.00	\$ 39.50	\$ 20,737.50	\$ 39.50	\$ 20,737.50	\$ 21.10	\$ 11,077.50	\$ 35.00	\$ 18,375.00	\$ 22.00	\$ 11,550.00
2033100	BORROW PFT SET-UP	1,000	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 22,230.00	\$ 22,230.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00
2034000	MUCK EXCAVATION	580,000	CY	\$ 30.00	\$ 17,400.00	\$ 16.22	\$ 9,407.60	\$ 16.22	\$ 9,407.60	\$ 27.50	\$ 15,950.00	\$ 30.00	\$ 17,400.00	\$ 38.40	\$ 22,272.00
2034518	18" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	6,332,000	LF	\$ 18.00	\$ 114,336.00	\$ 14.70	\$ 93,374.40	\$ 14.70	\$ 93,374.40	\$ 33.00	\$ 209,616.00	\$ 29.00	\$ 184,206.00	\$ 36.20	\$ 229,842.40
2034524	24" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	1,988,000	LF	\$ 24.00	\$ 47,712.00	\$ 22.10	\$ 43,942.80	\$ 22.10	\$ 43,942.80	\$ 33.90	\$ 67,280.40	\$ 36.00	\$ 71,520.00	\$ 49.50	\$ 97,418.00
2034530	30" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	2,184,000	LF	\$ 30.00	\$ 65,520.00	\$ 24.10	\$ 52,634.40	\$ 24.10	\$ 52,634.40	\$ 34.00	\$ 74,256.00	\$ 52.00	\$ 113,504.00	\$ 67.00	\$ 146,880.00
2034536	36" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	892,000	LF	\$ 36.00	\$ 32,112.00	\$ 34.95	\$ 31,175.40	\$ 34.95	\$ 31,175.40	\$ 40.75	\$ 36,348.00	\$ 74.00	\$ 66,008.00	\$ 85.00	\$ 75,820.00
2034542	42" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	24,000	LF	\$ 54.00	\$ 1,296.00	\$ 49.45	\$ 1,198.80	\$ 49.45	\$ 1,198.80	\$ 47.70	\$ 1,144.80	\$ 95.00	\$ 2,280.00	\$ 115.00	\$ 2,760.00
2034548	48" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	248,000	LF	\$ 73.00	\$ 18,104.00	\$ 49.95	\$ 12,398.60	\$ 49.95	\$ 12,398.60	\$ 52.20	\$ 12,945.60	\$ 125.00	\$ 31,000.00	\$ 145.00	\$ 35,560.00
2034584	84" DIAMETER PIPE ADDITIONAL FOUNDATION WORK	100,000	LF	\$ 118.00	\$ 11,800.00	\$ 189.50	\$ 18,950.00	\$ 189.50	\$ 18,950.00	\$ 76.40	\$ 7,640.00	\$ 400.00	\$ 40,000.00	\$ 315.00	\$ 31,500.00
2052010	STONE BRIDGE LIFT MATERIAL	510,000	TON	\$ 50.00	\$ 25,500.00	\$ 46.39	\$ 23,679.80	\$ 46.39	\$ 23,679.80	\$ 49.50	\$ 25,245.00	\$ 63.00	\$ 32,130.00	\$ 50.00	\$ 25,500.00
2081001	FINE GRADING	31,266,000	SY	\$ 5.50	\$ 171,963.00	\$ 1.62	\$ 50,661.60	\$ 1.62	\$ 50,661.60	\$ 5.70	\$ 177,813.60	\$ 4.00	\$ 125,000.00	\$ 4.35	\$ 136,937.90
2103000	FLOWABLE FILL	46,000	CY	\$ 300.00	\$ 13,800.00	\$ 325.00	\$ 14,925.00	\$ 325.00	\$ 14,925.00	\$ 205.20	\$ 9,439.20	\$ 235.00	\$ 10,810.00	\$ 500.00	\$ 23,000.00
3059000	MAINTENANCE STONE	385,000	TON	\$ 25.00	\$ 9,625.00	\$ 64.00	\$ 24,640.00	\$ 64.00	\$ 24,640.00	\$ 43.80	\$ 16,863.00	\$ 45.00	\$ 17,325.00	\$ 70.50	\$ 27,142.50
3103100	HOT MIX ASPHALT BASE COURSE - TYPE A	618,000	TON	\$ 83.00	\$ 51,294.00	\$ 74.63	\$ 46,121.34	\$ 74.63	\$ 46,121.34	\$ 114.00	\$ 70,452.00	\$ 74.00	\$ 45,732.00	\$ 130.00	\$ 80,340.00
4011004	LIQUID ASPHALT BINDER PG84-22	200,000	TON	\$ 603.00	\$ 120,600.00	\$ 575.00	\$ 115,000.00	\$ 575.00	\$ 115,000.00	\$ 570.00	\$ 114,000.00	\$ 698.00	\$ 121,600.00	\$ 615.00	\$ 123,000.00
4012380	FULL DEPTH ASPHALT PATCHING (8" UNIFORM)	10,103,000	SY	\$ 2.75	\$ 27,782.50	\$ 3.70	\$ 37,379.00	\$ 3.70	\$ 37,379.00	\$ 62.75	\$ 632,437.50	\$ 68.00	\$ 687,600.00	\$ 111.75	\$ 1,130,000.00
4013360	MILLING EXISTING PAVEMENT (VARIABLE)	10,103,000	SY	\$ 57.00	\$ 576,771.00	\$ 56.26	\$ 568,334.76	\$ 56.26	\$ 568,334.76	\$ 62.70	\$ 635,451.00	\$ 74.00	\$ 747,622.00	\$ 66.15	\$ 669,313.45
4025200	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	9,324,000	TON	\$ 55.00	\$ 512,620.00	\$ 54.04	\$ 504,400.36	\$ 54.04	\$ 504,400.36	\$ 59.50	\$ 553,370.00	\$ 74.00	\$ 689,700.00	\$ 63.50	\$ 592,790.00
4030020	HOT MIX ASPHALT SURFACE COURSE TYPE B	248,000	SY	\$ 3.00	\$ 744.00	\$ 3.00	\$ 744.00	\$ 3.00	\$ 744.00	\$ 3.45	\$ 855.60	\$ 12.00	\$ 2,976.00	\$ 3.25	\$ 800.00
6051100	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	6,000	EA	\$ 5,400.00	\$ 32,400.00	\$ 8,200.00	\$ 49,200.00	\$ 8,200.00	\$ 49,200.00	\$ 11,400.00	\$ 68,400.00	\$ 14,000.00	\$ 84,000.00	\$ 8,850.00	\$ 53,100.00
6062000	CONSTRUCTION ZONE ELECTRIC CHANGEBLE MESSAGE SIGN (TRAILER MOUNTED)	6,000	EA	\$ 4.75	\$ 28,500.00	\$ 4.75	\$ 28,500.00	\$ 4.75	\$ 28,500.00	\$ 5.15	\$ 30,900.00	\$ 5.23	\$ 31,338.00	\$ 2.35	\$ 14,100.00
6092100	TEMPORARY CLEAR PAVEMENT MARKERS MONODIR - 47X4	600,000	EA	\$ 4.75	\$ 2,850.00	\$ 4.75	\$ 2,850.00	\$ 4.75	\$ 2,850.00	\$ 5.15	\$ 3,090.00	\$ 5.23	\$ 3,138.00	\$ 2.35	\$ 1,410.00



CLENSON ROAD WIDENING

ITEM #	DESCRIPTION	TOTAL QUANTITY	UNITS	ENGINEER'S ESTIMATE		C.R. JACKSON, INC.		PALMETTO CORP.		MACCLAM		C. RAY MILES		SLOAN CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
6002150	TEMPORARY YELLOW PAVEMENT MARKERS MONO-DIR.-4"x4"	488,000	EA	\$ 4.75	\$ 2,303.75	\$ 4.75	\$ 2,303.75	\$ 4.75	\$ 2,303.75	\$ 5.15	\$ 2,487.75	\$ 5.23	\$ 2,536.55	\$ 2.35	\$ 1,139.75
6002155	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR.-4"x4"	746,000	EA	\$ 4.75	\$ 3,519.00	\$ 4.75	\$ 3,519.00	\$ 4.75	\$ 3,519.00	\$ 5.15	\$ 3,814.00	\$ 5.23	\$ 3,974.80	\$ 2.35	\$ 1,786.00
6250005	4" WHITE BROKEN LINES - (GAPS EXCLUDED)-FAST DRY PAINT	67,200,000	LF	\$ 0.12	\$ 8,076.00	\$ 0.12	\$ 8,076.00	\$ 0.12	\$ 8,076.00	\$ 0.30	\$ 2,016.00	\$ 0.13	\$ 874.40	\$ 0.11	\$ 740.30
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	29,653,000	LF	\$ 0.10	\$ 2,965.30	\$ 0.10	\$ 2,965.30	\$ 0.10	\$ 2,965.30	\$ 0.15	\$ 4,443.45	\$ 0.11	\$ 3,251.93	\$ 0.11	\$ 3,251.93
6250015	4" WHITE SOLID LINES (CROSSWALK/CHANNELIZATION)-FAST DRY PAINT	770,000	LF	\$ 0.75	\$ 577.50	\$ 0.75	\$ 577.50	\$ 0.75	\$ 577.50	\$ 1.15	\$ 885.50	\$ 0.83	\$ 639.10	\$ 0.65	\$ 500.50
6250225	3/4" WHITE SOLID LINES (DIAGONAL LINES)-FAST DRY PAINT	370,000	LF	\$ 2.00	\$ 740.00	\$ 2.00	\$ 740.00	\$ 2.00	\$ 740.00	\$ 2.50	\$ 925.00	\$ 2.20	\$ 814.00	\$ 2.50	\$ 925.00
6250300	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	4,000	EA	\$ 20.00	\$ 80.00	\$ 20.00	\$ 80.00	\$ 20.00	\$ 80.00	\$ 28.50	\$ 114.00	\$ 22.00	\$ 88.00	\$ 38.85	\$ 155.40
6250305	4" YELLOW BROKEN LINES (GAPS EXC.)-FAST DRY PAINT	5,000,000	LF	\$ 0.15	\$ 750.00	\$ 0.15	\$ 750.00	\$ 0.15	\$ 750.00	\$ 0.30	\$ 1,500.00	\$ 0.17	\$ 850.00	\$ 0.11	\$ 500.00
6250310	4" YELLOW SOLID LINE (NO PASSING ZONE)-FAST DRY PAINT	311,410,000	LF	\$ 0.10	\$ 31,141.00	\$ 0.10	\$ 31,141.00	\$ 0.10	\$ 31,141.00	\$ 0.15	\$ 4,671.15	\$ 0.11	\$ 3,425.51	\$ 0.11	\$ 3,425.51
6250315	8" YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	610,000	LF	\$ 1.50	\$ 915.00	\$ 1.50	\$ 915.00	\$ 1.50	\$ 915.00	\$ 1.70	\$ 1,037.00	\$ 1.65	\$ 1,006.50	\$ 0.50	\$ 305.00
6271005	4" WHITE BROKEN LINES (GAPS EXCL.)-THERMOPLASTIC-60 MIL	67,200,000	LF	\$ 0.50	\$ 3,360.00	\$ 0.50	\$ 3,360.00	\$ 0.50	\$ 3,360.00	\$ 0.85	\$ 5,720.50	\$ 0.55	\$ 3,701.50	\$ 0.40	\$ 2,692.00
6271015	8" WHITE SOLID LINES (THERMOPLASTIC-125 MIL	770,000	LF	\$ 2.75	\$ 2,117.50	\$ 2.75	\$ 2,117.50	\$ 2.75	\$ 2,117.50	\$ 2.85	\$ 2,194.50	\$ 3.03	\$ 2,333.10	\$ 1.65	\$ 1,270.50
6271025	24" WHITE SOLID LINES (TOP/DIAGONAL LINES)-THERMO-125 MIL	330,000	LF	\$ 12.00	\$ 3,960.00	\$ 12.00	\$ 3,960.00	\$ 12.00	\$ 3,960.00	\$ 8.55	\$ 2,821.50	\$ 13.20	\$ 4,356.00	\$ 6.50	\$ 2,145.00
6271030	WHITE SINGLE ARROWS (LT, STRGT, RT)-THERMO-125 MIL	60,000	EA	\$ 100.00	\$ 6,000.00	\$ 100.00	\$ 6,000.00	\$ 100.00	\$ 6,000.00	\$ 74.10	\$ 4,446.00	\$ 110.00	\$ 6,600.00	\$ 71.20	\$ 4,272.00
6271035	WHITE WORD MESSAGE "ONLY"-THERMOPLASTIC-125 MIL	16,800	EA	\$ 150.00	\$ 2,400.00	\$ 150.00	\$ 2,400.00	\$ 150.00	\$ 2,400.00	\$ 97.00	\$ 1,629.00	\$ 165.00	\$ 2,784.00	\$ 71.20	\$ 1,199.20
6271040	4" YELLOW BROKEN LINES (GAPS EXCL.)-THERMOPLASTIC-60 MIL	5,000,000	LF	\$ 0.50	\$ 2,500.00	\$ 0.50	\$ 2,500.00	\$ 0.50	\$ 2,500.00	\$ 0.55	\$ 2,750.00	\$ 0.55	\$ 2,750.00	\$ 0.40	\$ 2,000.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES)-THERMO-80 MIL	20,175,000	LF	\$ 0.40	\$ 8,070.00	\$ 0.40	\$ 8,070.00	\$ 0.40	\$ 8,070.00	\$ 0.40	\$ 8,070.00	\$ 0.44	\$ 8,877.00	\$ 0.40	\$ 8,070.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS MONO-DIR.-4"x4"	300,000	EA	\$ 4.75	\$ 1,425.00	\$ 4.75	\$ 1,425.00	\$ 4.75	\$ 1,425.00	\$ 6.30	\$ 1,890.00	\$ 5.23	\$ 1,566.00	\$ 2.35	\$ 705.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.-4"x4"	300,000	EA	\$ 4.75	\$ 1,425.00	\$ 4.75	\$ 1,425.00	\$ 4.75	\$ 1,425.00	\$ 6.30	\$ 1,890.00	\$ 5.23	\$ 1,566.00	\$ 2.35	\$ 705.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MISS. SIGN	208,480	SF	\$ 22.90	\$ 4,770.72	\$ 22.90	\$ 4,770.72	\$ 22.90	\$ 4,770.72	\$ 22.00	\$ 4,600.56	\$ 30.00	\$ 6,254.40	\$ 27.00	\$ 5,655.66
6510108	FLAT SHEET, TYPE VII OR IX, SIZE DETERMINED BY MSG. OVERHEAD	35,000	SF	\$ 26.80	\$ 9,380.00	\$ 26.80	\$ 9,380.00	\$ 26.80	\$ 9,380.00	\$ 32.00	\$ 11,200.00	\$ 30.00	\$ 10,500.00	\$ 30.20	\$ 10,570.00
6510115	MOUNTING ASSEMBLY FOR F.S. SIGN ERCTD ON SPAN WIRE	16,000	EA	\$ 164.50	\$ 2,632.00	\$ 164.50	\$ 2,632.00	\$ 164.50	\$ 2,632.00	\$ 265.00	\$ 4,260.00	\$ 350.00	\$ 5,600.00	\$ 270.00	\$ 4,320.00
6531210	U-SHAPED POST FOR SIGN SUPPORTS - 3P	288,000	LF	\$ 13.21	\$ 3,804.48	\$ 13.21	\$ 3,804.48	\$ 13.21	\$ 3,804.48	\$ 11.40	\$ 3,283.20	\$ 10.18	\$ 2,931.84	\$ 10.80	\$ 3,110.40
6531500	REFLECTIVE SIGN POST PANELS	85,000	LF	\$ 8.78	\$ 746.30	\$ 8.78	\$ 746.30	\$ 8.78	\$ 746.30	\$ 12.50	\$ 1,062.50	\$ 13.20	\$ 1,122.00	\$ 11.00	\$ 933.00
6750275	FURNISH & INSTALL 1/2" SCHEDULE 80 PVC CONDUIT	815,000	LF	\$ 7.25	\$ 5,906.25	\$ 7.25	\$ 5,906.25	\$ 7.25	\$ 5,906.25	\$ 12.50	\$ 10,187.50	\$ 14.00	\$ 11,410.00	\$ 11.60	\$ 9,468.00
6750278	FURNISH & INSTALL 2" SCHEDULE 80 PVC CONDUIT	110,000	LF	\$ 8.10	\$ 891.00	\$ 8.10	\$ 891.00	\$ 8.10	\$ 891.00	\$ 15.00	\$ 1,650.00	\$ 18.00	\$ 1,980.00	\$ 14.00	\$ 1,540.00
6750279	FURNISH & INSTALL 3" SCHEDULE 80 PVC CONDUIT	40,000	LF	\$ 16.00	\$ 640.00	\$ 16.00	\$ 640.00	\$ 16.00	\$ 640.00	\$ 17.10	\$ 684.00	\$ 22.00	\$ 880.00	\$ 16.15	\$ 646.00
6770388	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - BLACK	560,000	LF	\$ 1.90	\$ 1,064.00	\$ 1.90	\$ 1,064.00	\$ 1.90	\$ 1,064.00	\$ 2.65	\$ 1,467.50	\$ 3.50	\$ 1,925.00	\$ 2.50	\$ 1,375.00
6770390	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	1,900,000	LF	\$ 1.96	\$ 3,724.00	\$ 1.96	\$ 3,724.00	\$ 1.96	\$ 3,724.00	\$ 3.45	\$ 6,556.00	\$ 3.50	\$ 6,650.00	\$ 3.25	\$ 6,175.00
6770413	FURNISH & INSTL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	1,320,000	LF	\$ 2.25	\$ 2,970.00	\$ 2.25	\$ 2,970.00	\$ 2.25	\$ 2,970.00	\$ 3.45	\$ 4,552.50	\$ 3.50	\$ 4,625.00	\$ 3.25	\$ 4,312.50
6784495	SAWCUT FOR LOOP DETECTOR	628,000	LF	\$ 0.55	\$ 346.40	\$ 0.55	\$ 346.40	\$ 0.55	\$ 346.40	\$ 1.25	\$ 785.00	\$ 1.50	\$ 942.00	\$ 1.20	\$ 753.60
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1,000	EA	\$ 6.20	\$ 6,200.00	\$ 6.20	\$ 6,200.00	\$ 6.20	\$ 6,200.00	\$ 8.00	\$ 4,800.00	\$ 15.00	\$ 7,875.00	\$ 7.50	\$ 3,937.50
6800500	F8-12"x12"x12" ELEC FLUSH UNDERG ENCLCS (STR POLY CONC) HD	2,000	EA	\$ 885.00	\$ 1,770.00	\$ 885.00	\$ 1,770.00	\$ 885.00	\$ 1,770.00	\$ 1,710.00	\$ 3,420.00	\$ 2,000.00	\$ 3,800.00	\$ 1,620.00	\$ 1,620.00
6800501	F8-12"x12"x12" ELEC FLUSH UNDERG ENCLCS (STR POLY CONC) HD	2,000	EA	\$ 216.00	\$ 432.00	\$ 216.00	\$ 432.00	\$ 216.00	\$ 432.00	\$ 450.00	\$ 900.00	\$ 850.00	\$ 1,700.00	\$ 426.00	\$ 852.00
6820495	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	4,000	EA	\$ 394.00	\$ 1,576.00	\$ 394.00	\$ 1,576.00	\$ 394.00	\$ 1,576.00	\$ 570.00	\$ 2,280.00	\$ 850.00	\$ 3,400.00	\$ 540.00	\$ 2,142.00
6820496	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	4,000	EA	\$ 325.00	\$ 1,300.00	\$ 325.00	\$ 1,300.00	\$ 325.00	\$ 1,300.00	\$ 912.00	\$ 3,648.00	\$ 1,000.00	\$ 4,000.00	\$ 860.00	\$ 3,440.00
6820500	FURNISH & INSTALL 1/2" X 3/2" STEEL STRAIN POLE AND FOUNDATION	4,000	EA	\$ 6,874.80	\$ 27,499.20	\$ 6,874.80	\$ 27,499.20	\$ 6,874.80	\$ 27,499.20	\$ 8,602.00	\$ 34,408.00	\$ 7,700.00	\$ 28,800.00	\$ 9,420.00	\$ 33,800.00
6840511	F8-12"x12"x12" ELEC FLUSH UNDERG ENCLCS (STR POLY CONC) HD	806,000	EA	\$ 5.20	\$ 4,191.20	\$ 5.20	\$ 4,191.20	\$ 5.20	\$ 4,191.20	\$ 6.65	\$ 5,348.20	\$ 7.00	\$ 5,635.00	\$ 6.50	\$ 5,232.50
6850710	FURNISH & INSTALL - 12" SECTION SIGNAL HEAD	3,000	EA	\$ 697.08	\$ 2,091.24	\$ 697.08	\$ 2,091.24	\$ 697.08	\$ 2,091.24	\$ 1,710.00	\$ 5,130.00	\$ 1,000.00	\$ 3,000.00	\$ 1,620.00	\$ 4,800.00
6850722	F8-12" 1-WAY-4 SECTION/NO. 14 COPPER WIRE TRAFFIC SIGNAL	1,000	EA	\$ 781.63	\$ 781.63	\$ 781.63	\$ 781.63	\$ 781.63	\$ 781.63	\$ 1,140.00	\$ 1,140.00	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00
6850731	F8-12" 1-WAY-3 SECTION/NO. 14 COPPER WIRE TRAFFIC SIGNAL	9,000	EA	\$ 634.29	\$ 5,708.61	\$ 634.29	\$ 5,708.61	\$ 634.29	\$ 5,708.61	\$ 912.00	\$ 8,208.00	\$ 2,500.00	\$ 22,500.00	\$ 866.00	\$ 7,785.00
6850738	F8-12" 1-WAY-1/SECTION (COUNTDOWN HANDMAN EMBLEM) PVD SIG HEAD	4,000	EA	\$ 578.46	\$ 2,313.84	\$ 578.46	\$ 2,313.84	\$ 578.46	\$ 2,313.84	\$ 780.00	\$ 3,120.00	\$ 1,500.00	\$ 6,000.00	\$ 750.00	\$ 3,000.00
6850750	F8-12" PVD PUSH-BUTTON MICRO ASSEMBLY (V12) AND SIGN-10-3E or R10-4)	4,000	EA	\$ 248.35	\$ 993.40	\$ 248.35	\$ 993.40	\$ 248.35	\$ 993.40	\$ 399.00	\$ 1,596.00	\$ 1,500.00	\$ 6,000.00	\$ 376.00	\$ 1,506.00
6850834	BACKPLATE W/ RETROREFLECTIVE FOR TRAFF. SIG.	7,000	EA	\$ 126.00	\$ 882.00	\$ 126.00	\$ 882.00	\$ 126.00	\$ 882.00	\$ 238.00	\$ 1,666.00	\$ 150.00	\$ 1,050.00	\$ 215.00	\$ 1,505.00
6880990	REMOVAL SALVAGE/DBSP OF EXISTING TRAFF. SIGNAL EQUIPMENT	1,000	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,260.00	\$ 2,260.00	\$ 5,000.00	\$ 5,000.00	\$ 2,160.00	\$ 2,160.00



CLEMSON ROAD WIDENING

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		C.R. JACKSON, INC.		PALMETTO CORP.		MCCLAM		C. RAY MILES		SILVIA CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
688010	INTEGRATION	1,000	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,700.00	\$ 5,700.00	\$ 25,000.00	\$ 25,000.00	\$ 5,400.00	\$ 5,400.00
688042	FURNISH & INSTALL VIDEO DETECTION CAMERA W/ HARDWARE & LEAD-IN	3,000	EA	\$ 6,887.41	\$ 19,762.23	\$ 6,887.41	\$ 19,762.23	\$ 6,887.41	\$ 19,762.23	\$ 9,120.00	\$ 27,360.00	\$ 2,000.00	\$ 6,000.00	\$ 8,830.00	\$ 26,490.00
688751	FURNISH & INSTALL CONCRETE CABINET FOUNDATION	1,000	EA	\$ 874.00	\$ 874.00	\$ 874.00	\$ 874.00	\$ 874.00	\$ 874.00	\$ 1,366.00	\$ 1,366.00	\$ 1,500.00	\$ 1,500.00	\$ 1,266.00	\$ 1,266.00
714318	18" SMOOTH WALL PIPE	7,332.000	LF	\$ 46.00	\$ 337,992.00	\$ 52.00	\$ 381,264.00	\$ 64.25	\$ 471,081.00	\$ 60.00	\$ 439,920.00	\$ 60.00	\$ 439,920.00	\$ 96.70	\$ 707,672.40
714324	24" SMOOTH WALL PIPE	2,052.000	LF	\$ 56.00	\$ 114,912.00	\$ 63.75	\$ 130,815.00	\$ 63.75	\$ 130,815.00	\$ 74.25	\$ 152,361.00	\$ 70.00	\$ 143,640.00	\$ 120.00	\$ 246,240.00
714330	30" SMOOTH WALL PIPE	2,232.000	LF	\$ 76.00	\$ 170,000.00	\$ 83.85	\$ 187,098.00	\$ 83.85	\$ 187,098.00	\$ 80.85	\$ 180,457.20	\$ 80.00	\$ 178,560.00	\$ 145.00	\$ 323,640.00
714336	36" SMOOTH WALL PIPE	908.000	LF	\$ 110.00	\$ 99,880.00	\$ 97.00	\$ 88,076.00	\$ 97.00	\$ 88,076.00	\$ 103.65	\$ 94,114.20	\$ 100.00	\$ 90,800.00	\$ 220.00	\$ 199,760.00
714342	42" SMOOTH WALL PIPE	32.000	LF	\$ 140.00	\$ 4,480.00	\$ 152.00	\$ 4,864.00	\$ 152.00	\$ 4,864.00	\$ 123.20	\$ 4,134.40	\$ 175.00	\$ 5,600.00	\$ 280.00	\$ 8,960.00
714348	48" SMOOTH WALL PIPE	246.000	LF	\$ 170.00	\$ 41,820.00	\$ 178.00	\$ 43,788.00	\$ 178.00	\$ 43,788.00	\$ 160.50	\$ 39,492.00	\$ 300.00	\$ 73,800.00	\$ 250.00	\$ 61,500.00
714354	54" SMOOTH WALL PIPE	108.000	LF	\$ 65.00	\$ 7,020.00	\$ 70.00	\$ 7,560.00	\$ 70.00	\$ 7,560.00	\$ 67.50	\$ 7,282.50	\$ 131.00	\$ 14,247.00	\$ 93.00	\$ 10,044.00
714699	CLEAN EXISTING PIPE	1,149.000	LF	\$ 12.00	\$ 13,788.00	\$ 10.00	\$ 11,490.00	\$ 10.00	\$ 11,490.00	\$ 13.70	\$ 15,829.70	\$ 46.00	\$ 52,200.00	\$ 31.50	\$ 36,540.00
719125	CATCH BASIN - TYPE 9	5.000	EA	\$ 2,000.00	\$ 10,000.00	\$ 4,000.00	\$ 20,000.00	\$ 4,000.00	\$ 20,000.00	\$ 3,250.00	\$ 16,250.00	\$ 3,500.00	\$ 17,500.00	\$ 3,885.00	\$ 19,425.00
719165	CATCH BASIN - TYPE 16	47.000	EA	\$ 3,000.00	\$ 141,000.00	\$ 3,850.00	\$ 180,950.00	\$ 4,550.00	\$ 213,500.00	\$ 4,550.00	\$ 213,500.00	\$ 4,500.00	\$ 211,500.00	\$ 4,900.00	\$ 230,300.00
7191625	CATCH BASIN - TYPE 17	55.000	EA	\$ 4,000.00	\$ 220,000.00	\$ 5,625.00	\$ 309,375.00	\$ 5,625.00	\$ 309,375.00	\$ 5,700.00	\$ 313,500.00	\$ 5,800.00	\$ 319,000.00	\$ 6,155.00	\$ 338,525.00
7191630	CATCH BASIN - TYPE 17 WITH MODIFIED BOX NO. (6'x5')	2.000	EA	\$ 5,000.00	\$ 10,000.00	\$ 7,100.00	\$ 14,200.00	\$ 7,100.00	\$ 14,200.00	\$ 6,720.00	\$ 13,440.00	\$ 7,500.00	\$ 15,000.00	\$ 7,125.00	\$ 14,250.00
7191650	CATCH BASIN - TYPE 18	1,000	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 6,840.00	\$ 6,840.00	\$ 7,500.00	\$ 7,500.00	\$ 7,480.00	\$ 7,480.00
7192020	BRCP INLET (24" X 30")	7,000	EA	\$ 1,800.00	\$ 12,600.00	\$ 2,750.00	\$ 19,250.00	\$ 2,750.00	\$ 19,250.00	\$ 2,485.00	\$ 17,395.00	\$ 3,200.00	\$ 22,400.00	\$ 2,960.00	\$ 20,720.00
7192095	FRENCH DRAIN 12" INTERIOR DIMENSION (DRIVEWAY APPLICATION)	98.000	LF	\$ 260.00	\$ 25,480.00	\$ 350.00	\$ 34,300.00	\$ 350.00	\$ 34,300.00	\$ 343.00	\$ 33,601.00	\$ 300.00	\$ 29,700.00	\$ 460.00	\$ 41,400.00
7192105	MANHOLE	3,000	EA	\$ 2,200.00	\$ 6,600.00	\$ 2,800.00	\$ 8,400.00	\$ 2,800.00	\$ 8,400.00	\$ 3,076.00	\$ 9,228.00	\$ 3,500.00	\$ 10,500.00	\$ 3,520.00	\$ 10,560.00
7192107	MANHOLE WITH STANDARD 4 X 4 BOX	1,000	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 6,840.00	\$ 6,840.00	\$ 7,500.00	\$ 7,500.00	\$ 7,480.00	\$ 7,480.00
7192108	MANHOLE WITH STANDARD 5 X 5 BOX	1,000	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,218.00	\$ 4,218.00	\$ 5,000.00	\$ 5,000.00	\$ 3,965.00	\$ 3,965.00
7192109	MANHOLE WITH STANDARD 5 X 5 BOX	1,000	EA	\$ 4,000.00	\$ 4,000.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 4,560.00	\$ 4,560.00	\$ 7,000.00	\$ 7,000.00	\$ 4,315.00	\$ 4,315.00
7192282	JUNCTION BOX (SPECIAL)	7,500	EA	\$ 23,000.00	\$ 172,500.00	\$ 42,000.00	\$ 315,000.00	\$ 42,000.00	\$ 315,000.00	\$ 26,790.00	\$ 199,920.00	\$ 30,000.00	\$ 225,000.00	\$ 6,900.00	\$ 51,750.00
7191105	PRECAST CONCRETE DRAINAGE BASE - 48"	1,000	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 7,230.00	\$ 7,230.00	\$ 3,000.00	\$ 3,000.00	\$ 4,120.00	\$ 4,120.00
7191110	PRECAST CONCRETE DRAINAGE BASE - 60" DIAMETER	1,000	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 7,638.00	\$ 7,638.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
7191150	PRECAST CONCRETE TRANSITION SECTION - FLAT SLAB (60" TO 48")	1,000	EA	\$ 1,800.00	\$ 1,800.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 3,960.00	\$ 3,960.00	\$ 2,500.00	\$ 2,500.00	\$ 2,150.00	\$ 2,150.00
7196000	EXTRA DEPTH OF BOX	4,200	LF	\$ 350.00	\$ 1,470.00	\$ 500.00	\$ 2,100.00	\$ 500.00	\$ 2,100.00	\$ 390.00	\$ 1,638.00	\$ 725.00	\$ 3,045.00	\$ 830.00	\$ 3,468.00
7191052	CONCRETE COLLAR FOR UP TO 24" PIPE	1,000	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 2,652.00	\$ 2,652.00	\$ 5,000.00	\$ 5,000.00	\$ 2,270.00	\$ 2,270.00
7191110	ADJUST CATCH BASIN	3,000	EA	\$ 1,800.00	\$ 5,400.00	\$ 4,350.00	\$ 13,050.00	\$ 4,350.00	\$ 13,050.00	\$ 855.00	\$ 2,565.00	\$ 1,800.00	\$ 5,400.00	\$ 2,700.00	\$ 8,100.00
7199100	BEVELING OF PIPE END	13,000	EA	\$ 16.00	\$ 208.00	\$ 14.83	\$ 192.79	\$ 14.83	\$ 192.79	\$ 16.00	\$ 208.00	\$ 15.40	\$ 200.20	\$ 846.00	\$ 10,968.00
7203130	CONCRETE CURB AND GUTTER (14" OGEE)	16,190.000	LF	\$ 18.00	\$ 291,420.00	\$ 14.96	\$ 241,445.60	\$ 14.96	\$ 241,445.60	\$ 18.25	\$ 295,287.50	\$ 17.60	\$ 284,740.00	\$ 23.90	\$ 387,140.00
7204000	CONCRETE SHOULDER	3,000	EA	\$ 2,100.00	\$ 6,300.00	\$ 700.00	\$ 2,100.00	\$ 700.00	\$ 2,100.00	\$ 2,850.00	\$ 8,550.00	\$ 5,500.00	\$ 16,500.00	\$ 1,850.00	\$ 5,550.00
7204000	CONCRETE SIDEWALK (UNIFORM)	20,805.000	SY	\$ 36.00	\$ 748,980.00	\$ 30.94	\$ 643,709.70	\$ 30.94	\$ 643,709.70	\$ 45.60	\$ 948,708.00	\$ 44.00	\$ 915,420.00	\$ 51.25	\$ 1,069,269.25
7204000	DETECTABLE WARNING MATERIAL	400.000	SF	\$ 50.00	\$ 20,000.00	\$ 33.19	\$ 13,276.00	\$ 33.19	\$ 13,276.00	\$ 45.60	\$ 18,240.00	\$ 66.00	\$ 26,400.00	\$ 64.75	\$ 25,900.00
7209000	CONCRETE MEDIAN	142.000	SY	\$ 60.00	\$ 8,520.00	\$ 102.00	\$ 14,484.00	\$ 102.00	\$ 14,484.00	\$ 58.15	\$ 8,257.30	\$ 105.00	\$ 14,910.00	\$ 110.00	\$ 15,620.00
7209000	CONCRETE DITCH PAVING	2,032.000	SY	\$ 80.00	\$ 162,560.00	\$ 57.43	\$ 116,897.76	\$ 57.43	\$ 116,897.76	\$ 73.00	\$ 148,336.00	\$ 60.00	\$ 121,920.00	\$ 102.25	\$ 165,100.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	816.000	SY	\$ 125.00	\$ 102,000.00	\$ 81.30	\$ 66,258.00	\$ 81.30	\$ 66,258.00	\$ 170.00	\$ 138,540.00	\$ 140.00	\$ 114,840.00	\$ 165.00	\$ 134,475.00
8011400	AGGREGATE UNDERDRAIN (ASGR NO. 57)	50.000	CY	\$ 70.00	\$ 3,500.00	\$ 46.31	\$ 2,315.61	\$ 46.31	\$ 2,315.61	\$ 71.85	\$ 3,592.50	\$ 75.00	\$ 3,750.00	\$ 88.35	\$ 4,417.50
8021204	4" PERFORATED PIPE UNDERDRAIN	100.000	LF	\$ 30.00	\$ 3,000.00	\$ 8.00	\$ 800.00	\$ 8.00	\$ 800.00	\$ 10.85	\$ 1,085.00	\$ 26.00	\$ 2,600.00	\$ 16.35	\$ 1,635.00
8034120	12" SLOPE DRAIN	1,500.000	LF	\$ 25.00	\$ 37,500.00	\$ 20.00	\$ 30,000.00	\$ 20.00	\$ 30,000.00	\$ 28.50	\$ 42,750.00	\$ 35.00	\$ 52,500.00	\$ 22.00	\$ 33,000.00
8039120	12" SLOPE DRAIN END PROTECTOR	50.000	EA	\$ 125.00	\$ 6,250.00	\$ 160.00	\$ 8,000.00	\$ 160.00	\$ 8,000.00	\$ 57.00	\$ 2,850.00	\$ 200.00	\$ 10,000.00	\$ 325.00	\$ 16,250.00
8041020	RIP-RAP (CLASS B)	448.000	TON	\$ 63.00	\$ 28,224.00	\$ 100.67	\$ 45,200.83	\$ 100.67	\$ 45,200.83	\$ 60.15	\$ 27,007.35	\$ 90.00	\$ 40,320.00	\$ 75.00	\$ 33,675.00
8042005	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP/CLASS 2 TYPE B	686.000	SY	\$ 3.74	\$ 2,569.24	\$ 4.36	\$ 2,984.56	\$ 4.36	\$ 2,984.56	\$ 6.88	\$ 4,718.88	\$ 5.00	\$ 3,430.00	\$ 4.50	\$ 3,082.00
8051100	STEEL BEAM GUARDRAIL	3,762.500	LF	\$ 17.00	\$ 64,162.50	\$ 17.74	\$ 66,746.75	\$ 17.74	\$ 66,746.75	\$ 20.25	\$ 76,190.63	\$ 19.50	\$ 73,368.75	\$ 18.90	\$ 71,111.25
8052210	END ANCHOR TYPE B	8.000	EA	\$ 497.00	\$ 3,976.00	\$ 497.00	\$ 3,976.00	\$ 497.00	\$ 3,976.00	\$ 566.60	\$ 4,532.80	\$ 546.00	\$ 4,368.00	\$ 700.00	\$ 5,600.00



CLEMSON ROAD WIDENING

ITEM #	DESCRIPTION	TOTAL QUANTITY	ENGINEER'S ESTIMATE		C.R. JACKSON, INC.		PALMETTO CORP.		MACCLAM		C. RAY MILES		SLOAN CONSTRUCTION	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
805200	END TERMINAL - TYPE T	8,000	\$ 2,597.00	\$ 20,776.00	\$ 2,597.00	\$ 20,776.00	\$ 2,597.00	\$ 20,776.00	\$ 2,881.00	\$ 23,888.00	\$ 2,887.00	\$ 22,856.00	\$ 2,700.00	\$ 21,600.00
806201	TEMPORARY BARRIER FENCE	660,000	\$ 2.75	\$ 1,815.00	\$ 1.75	\$ 1,155.00	\$ 1.75	\$ 1,155.00	\$ 12.55	\$ 8,377.00	\$ 4.00	\$ 2,640.00	\$ 16.20	\$ 10,752.00
8081000	MOVE ITEM # 1	1,000	\$ 4,250.00	\$ 4,250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 2,700.00	\$ 2,700.00
8081000	MOVE ITEM # 2	1,000	\$ 5,100.00	\$ 5,100.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 345.00	\$ 345.00
8081000	MOVE ITEM # 3	1,000	\$ 9,500.00	\$ 9,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 345.00	\$ 345.00
8081000	MOVE ITEM # 4	1,000	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 345.00	\$ 345.00
8081000	MOVE ITEM # 5	1,000	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 345.00	\$ 345.00
8081000	MOVE ITEM # 6	1,000	\$ 2,150.00	\$ 2,150.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 340.00	\$ 340.00
8081000	MOVE ITEM # 7	1,000	\$ 4,550.00	\$ 4,550.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 170.00	\$ 170.00
8081000	MOVE ITEM # 8	1,000	\$ 4,750.00	\$ 4,750.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,850.00	\$ 2,850.00	\$ 360.00	\$ 360.00	\$ 345.00	\$ 345.00
809010	RIGHT OF WAY MARKER (REBAR & CAP)	183,000	\$ 70.00	\$ 12,810.00	\$ 65.00	\$ 11,895.00	\$ 65.00	\$ 11,895.00	\$ 79.80	\$ 14,634.00	\$ 100.00	\$ 18,300.00	\$ 100.00	\$ 18,300.00
8091050	RIGHT OF WAY PLAT	1,000	\$ 12,500.00	\$ 12,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 14,250.00	\$ 14,250.00	\$ 7,500.00	\$ 7,500.00	\$ 20,180.00	\$ 20,180.00
8100100	PERMANENT COVER	10,600	\$ 2,000.00	\$ 21,200.00	\$ 1,600.00	\$ 16,960.00	\$ 1,600.00	\$ 16,960.00	\$ 1,493.50	\$ 15,831.10	\$ 4,000.00	\$ 42,400.00	\$ 2,180.00	\$ 22,896.00
8102000	TEMPORARY COVER	6,300	\$ 1,500.00	\$ 9,450.00	\$ 6,625.00	\$ 9,625.00	\$ 6,625.00	\$ 9,625.00	\$ 1,117.20	\$ 7,028.16	\$ 2,000.00	\$ 12,600.00	\$ 1,620.00	\$ 9,896.00
8101105	COMPOST	3,181,000	\$ 42.40	\$ 135,114.40	\$ 8.50	\$ 27,038.50	\$ 8.50	\$ 27,038.50	\$ 70.70	\$ 224,866.70	\$ 55.00	\$ 174,955.00	\$ 52.35	\$ 166,526.35
8104005	FERTILIZER (NITROGEN)	1,044,000	\$ 1.50	\$ 1,566.00	\$ 1.75	\$ 1,827.00	\$ 1.75	\$ 1,827.00	\$ 3.45	\$ 3,611.80	\$ 3.00	\$ 3,132.00	\$ 1.65	\$ 1,722.60
8104010	FERTILIZER (PHOSPHORIC ACID)	1,044,000	\$ 1.50	\$ 1,566.00	\$ 1.75	\$ 1,827.00	\$ 1.75	\$ 1,827.00	\$ 3.45	\$ 3,611.80	\$ 3.00	\$ 3,132.00	\$ 1.65	\$ 1,722.60
8104015	FERTILIZER (POTASH)	1,044,000	\$ 0.35	\$ 365.40	\$ 0.45	\$ 470.10	\$ 0.45	\$ 470.10	\$ 0.60	\$ 626.40	\$ 1.00	\$ 1,044.00	\$ 0.40	\$ 417.60
8105005	AGRICULTURAL GRANULAR LIME	20,887,000	\$ 0.15	\$ 3,132.60	\$ 0.15	\$ 3,132.60	\$ 0.15	\$ 3,132.60	\$ 0.11	\$ 2,292.60	\$ 0.11	\$ 2,292.60	\$ 0.15	\$ 3,132.60
8106050	SELECTIVE WATERING	135,750,000	\$ 400.00	\$ 54,300,000.00	\$ 800.00	\$ 108,600,000.00	\$ 800.00	\$ 108,600,000.00	\$ 564.30	\$ 76,374.90	\$ 450.00	\$ 54,300,000.00	\$ 430.00	\$ 58,485,000.00
8109001	MOWING	31,800	\$ 7,800.00	\$ 2,481,600.00	\$ 5,850.00	\$ 1,860,300.00	\$ 5,850.00	\$ 1,860,300.00	\$ 5,680.00	\$ 1,808,160.00	\$ 15,000.00	\$ 477,000.00	\$ 8,415.00	\$ 2,678,160.00
8131000	SODDING	0.750	\$ 5,500.00	\$ 4,125.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,742.40	\$ 3,527.10	\$ 3,000.00	\$ 2,250.00	\$ 5,035.00	\$ 3,780.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	0.940	\$ 1,800.00	\$ 1,692.00	\$ 1,400.00	\$ 1,320.00	\$ 1,400.00	\$ 1,400.00	\$ 4,742.40	\$ 1,897.00	\$ 3,000.00	\$ 2,700.00	\$ 5,035.00	\$ 3,780.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	0.858	\$ 5,500.00	\$ 4,719.00	\$ 4,504.50	\$ 4,504.50	\$ 4,504.50	\$ 5,175.00	\$ 4,440.60	\$ 4,000.00	\$ 3,432.00	\$ 5,035.00	\$ 5,105.10	
8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	25,948	\$ 1,800.00	\$ 46,706.40	\$ 1,750.00	\$ 45,389.00	\$ 1,750.00	\$ 45,389.00	\$ 1,827.60	\$ 47,320.08	\$ 2,500.00	\$ 64,870.00	\$ 1,950.00	\$ 50,882.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	1,840,000	\$ 9.00	\$ 16,560.00	\$ 8.85	\$ 16,294.00	\$ 8.85	\$ 16,294.00	\$ 17.10	\$ 31,464.00	\$ 12.00	\$ 22,080.00	\$ 8.00	\$ 14,720.00
8153000	SILT FENCE	7,870,000	\$ 2.25	\$ 17,707.50	\$ 2.35	\$ 18,484.50	\$ 2.35	\$ 18,484.50	\$ 2.10	\$ 16,527.00	\$ 3.00	\$ 23,610.00	\$ 3.50	\$ 27,545.00
8153006	REPLACE/REPAIR SALT FENCE	787,000	\$ 3.00	\$ 2,361.00	\$ 2.00	\$ 1,574.00	\$ 2.00	\$ 1,574.00	\$ 4.25	\$ 3,341.75	\$ 3.00	\$ 2,361.00	\$ 3.25	\$ 2,557.75
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	1,985,000	\$ 6.00	\$ 11,910.00	\$ 0.85	\$ 1,687.25	\$ 0.85	\$ 1,687.25	\$ 4.30	\$ 8,561.50	\$ 5.00	\$ 9,925.00	\$ 6.50	\$ 12,988.50
8156200	CLEANING INLET STRUCTURE FILTERS	222,000	\$ 150.00	\$ 33,300.00	\$ 100.00	\$ 22,200.00	\$ 100.00	\$ 22,200.00	\$ 65.50	\$ 14,641.00	\$ 125.00	\$ 27,750.00	\$ 140.00	\$ 31,080.00
8156212	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 10)	46,000	\$ 150.00	\$ 6,900.00	\$ 150.00	\$ 6,900.00	\$ 150.00	\$ 6,900.00	\$ 342.00	\$ 15,732.00	\$ 350.00	\$ 16,100.00	\$ 280.00	\$ 12,920.00
8156213	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 10)	55,000	\$ 150.00	\$ 8,250.00	\$ 150.00	\$ 8,250.00	\$ 150.00	\$ 8,250.00	\$ 342.00	\$ 18,810.00	\$ 350.00	\$ 19,250.00	\$ 290.00	\$ 15,950.00
8156214	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 17)	1,000	\$ 150.00	\$ 150.00	\$ 117.50	\$ 117.50	\$ 117.50	\$ 117.50	\$ 342.00	\$ 342.00	\$ 400.00	\$ 400.00	\$ 295.00	\$ 295.00
8156219	INLET STRUCTURE FILTER - TYPE A	120,000	\$ 13.00	\$ 1,560.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 9.10	\$ 1,092.00	\$ 400.00	\$ 48,000.00	\$ 11.15	\$ 1,338.00
8156480	STABILIZED CONSTRUCTION ENTRANCE	1,100,000	\$ 15.00	\$ 16,500.00	\$ 16.97	\$ 18,667.00	\$ 16.97	\$ 18,667.00	\$ 16.50	\$ 18,150.00	\$ 15.00	\$ 16,500.00	\$ 15.50	\$ 17,050.00
8900546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND/PENNY)	54,000	\$ 25.00	\$ 1,350.00	\$ 25.00	\$ 1,350.00	\$ 25.00	\$ 1,350.00	\$ 9.10	\$ 491.40	\$ 12.00	\$ 648.00	\$ 11.00	\$ 594.00
9001000	ON-THE-JOB TRAINING	2,600,000	\$ 0.80	\$ 2,080.00	\$ 0.80	\$ 2,080.00	\$ 0.80	\$ 2,080.00	\$ 1.15	\$ 2,980.00	\$ 0.80	\$ 2,080.00	\$ 0.80	\$ 2,080.00
7169901	CONCRETE COLLAR FOR 64 PIPE	2,000	\$ 7,000.00	\$ 14,000.00	\$ 6,100.00	\$ 12,200.00	\$ 6,100.00	\$ 12,200.00	\$ 8,550.00	\$ 17,100.00	\$ 50,000.00	\$ 100,000.00	\$ 10,125.00	\$ 20,250.00
8155901	TEMPORARY COFFER DAM	1,000	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 79,800.00	\$ 79,800.00	\$ 100,000.00	\$ 100,000.00	\$ 30,150.00	\$ 30,150.00
8155901	PAVING ALTERNATE #1	1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8155901	PAVING ALTERNATE #2	1,000	\$ 797,203.50	\$ 797,203.50	\$ 897,564.50	\$ 897,564.50	\$ 897,564.50	\$ 897,564.50	\$ 993,348.05	\$ 993,348.05	\$ 1,074,758.08	\$ 1,074,758.08	\$ 1,092,812.55	\$ 1,092,812.55
Total			\$ 14,980,252.33	\$ 14,980,252.33	\$ 10,280,917.71	\$ 10,280,917.71	\$ 10,280,917.71	\$ 10,280,917.71	\$ 11,241,437.02	\$ 11,241,437.02	\$ 14,019,884.34	\$ 14,019,884.34	\$ 14,073,359.40	\$ 14,073,359.40



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Clemson Road Widening Pre-bid Conference
 Date: November 14, 2018
 Meeting Time: 2:00 PM

NAME/Business	EMAIL	PHONE
Taylor Neeley - PDT	tneeley@richlandpenny.com	803-726-6153
Dale Collier - PDT	dcollier@richlandpenny.com	803-917-6258
KIMBERLY TONEY RICHLAND COUNTY	toney.kimberly@richlandcountyga.gov	(803) 508-4800
Harold Jackson C.R. JACKSON	KJACKSON@CRJACKSON.COM	803.750.6070
SEAN WALKER Chris Smith C Ray Miles Construction	sean swalker@crjackson.com chris@craymiles.com	803-750-6070 803-309-5562
DAVID PHILLIPS RAT GRADING	SITELINKPHILIPS@MSN.COM	803 622-7014
GARY LINN SCOTT/DBIZ	LINNGS@SCDOT.ORG	803 312 4118
Corey Flake / Sloan	flakec@stoance.net	803-960-8230
Minnie Donors	ESTIMATOR@RICHDIRT.COM	803-786-9741



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Clemson Road Widening Pre-bid Conference
 Date: November 14, 2018
 Meeting Time: 2:00 PM

NAME/Business	EMAIL	PHONE
Daniel Atkinson / Holt Consulting	dlatkinson@holtconsulting.com	803-908-9605
Broc Bortzfield / Armstrong Contractors	broc@armstrongcontractors.com	803 995 3062
Justin Farum / Palmetto Corp.	JFarum@palmetto.com	803 427 4425
Jennifer Wladischkin / RC	wladj@richlandcountysc.gov	803576 2126
Rebecca Connelly / UH. Coord. PDT	rconnelly@richlandpenny.com	803-605-2389
Scott NOLFF	SNOLFF@McCLAM.NET	803 345-9194
Eric Moody	emoody@charokee-sc.com	803-776-4870
Charles P. Beam / PDT	cbeam@richlandpenny.com	803-726-6147
Cindy McMahon / ShutsWilliams, LLC	joey@shutswilliams.com cindy@shutswilliams.com	803-814-3753
GERALD WALKER / PDT	gwalker@richlandpenny.com	803-726-6151
Justin Trone / McClam	jtrone@McClam.net	803 345 9194
Brian King / PDT	bking@richlandpenny.com	(803) 351-5289



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Clemson Road Widening Pre-bid Conference
 Date: November 14, 2018
 Meeting Time: 2:00 PM

NAME/Business	EMAIL	PHONE
Carl Stoller Palmetto Sitework Services	kstoller@pswrllc.com	(803) 536-3143
woodymover / Jimora Elit	jmc04d@compuser.com	803 911 8891
Decker Driessen / Cherokee Inc.	ddriessen@cherokeec-ss.com	(803) 776-4870
Todd Carnell / Hussey Gay Bell	tcarnell@husseygaybell.com	803-799-0444
Ben Martin / CHAMP EXPRESS	cmartin@champro.com	(803) 391-5808
Lou Almonte / Palmetto Corp	LALMONTE@PALMETTOCORP.NET	843-365-2156 x.237
Melissa Wotts / RC Improvement	watts.melissa@richlandcountysc.gov	803-576-2133
BRAD SOX / LAD CONSTRUCTION, LLC	BRADSOX@LADCONSTRUCTIONLLC.COM	803-568-2196
Mohammed Alt-Tofan / Richland County Gov.	a-altofan.mohammed@richlandcountysc.gov	803-354-0209
Hugh Wilson	hwilson@L-3inc.com	(803) 929-1181
David Perkins / LCS	dperkinfo@clearingandgrading.com	803-467-7358

[Print this page](#)

Board: Commercial Contractors

C R JACKSON INC
100 INDEPENDENCE BLVD
COLUMBIA, SC 29210-6848
(803) 750-8070

License number: 12195
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 01/01/1992
Classification: APS CPS GDS WPS WLS
Qualified By: Financial Statement

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
[VINSON HOWARD \(COG\)](#)
[WALKER SEAN \(COG\)](#)
[RUBNER WILLIAM \(COG\)](#)

[File a Complaint against this Licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. BD3); the number behind the letters indicates their designated dollar limit per contract (i.e. BD3); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving.....AP	Air Conditioning.....AC
Boiler Installation.....BL	Electrical.....EL
Boring & Tunneling (no technical exam).....BT	Heating.....HT
Bridges.....BR	Lightning Protection.....LP
Building (BD, LB, UB) *.....BD	Packaged Equipment.....PK
Concrete.....CT	Plumbing.....PB
Concrete Paving.....CP	Pressure and Process Piping ****.....1P/2P
General Roofing.....GR	Refrigeration.....RG
Glass & Glazing.....GG	
Grading.....GD	
Highway **.....HY	
Highway Incidental (no technical exam).....HI	
Interior Renovation (no technical exam).....IR	
Marine.....MR	
Masonry (no technical exam).....MS	
Pipelines.....PL	
Pre-Engineered Metal Buildings.....MB	
Public Electrical Utility ***.....1U/2U	
Railroad (no technical exam).....RR	
Specialty Roofing.....SR	
Structural Framing.....SF	
Structural Shapes (no technical exam).....SS	
Swimming Pools.....SP	
Water & Sewer Lines.....WL	
Water & Sewer Plants.....WP	
Wood Frame Structures.....WF	

- * Building (BD): Includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** Highway (HY): Includes AP, CP, BR, GD, HI.
- *** Public Electrical Utility (1U/2U): "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** Pressure and Process Piping (1P/2P): "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

***** DOLLAR LIMITATIONS AND NET WORTH REQUIREMENTS *****

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$60,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2015

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

The DBE goal for this project is 17.5%

Information must be shown on this sheet as required by the supplemental specifications entitled "Disadvantaged Business Enterprises (DBE) Supplemental Specification" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. FOR DESIGN BUILD PROJECTS, FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN SANCTION IN ACCORDANCE WITH PART B OF THE DBE SUPPLEMENTAL SPECIFICATIONS.

The directory can be found at:

SCDOT DBE Directory (<http://dbe.scdot.org/dbequery/DirectoryQuery.aspx>)

DBE Committal Sheet- cont.

1- Name & Address of DBE's	2- Percent	3- Item Description	Qty	Unit	4- Unit Price	5- Dollar Value
Carolina Pavment Marking, Conway, SC	.5	Paint & Thermo	1	LB	48966.75	48966.75
L. A. Barner, Lexington, SC	1.2	Stone Haul	1	LB	121167.50	121167.50
Mike's Landscaping, Gaffney, SC	2.72	Grassing & Bit Fence	1	LB	274090.85	274090.85
Red Electrical Design, Moncks Corner	1.47	Signalization & Flat Sheet Signs	1	LB	148477.63	148477.63
Seed Slingers, Aynor, SC	.56	Clearing	1	LB	56000.00	56000.00
The Sharon Company, Lexington, SC	.93	Guardrail	1	LB	94258.75	94258.75
L. A. Barner, Lexington, SC	7.86	Borrow & A-1 Sand	1	LB	793216.43	793216.43
Southern Commercial	.2	Purchase Drums(50% credit)	1	LB	20476.80	20476.80
B. Bell Trucking, Columbia, SC	.37	Asphalt Hauling	470	Hours	80	37600.00
Bumell Trucking, Ridgeway, SC	.37	Asphalt Hauling	470	Hours	80	37600.00
Columbia Trucking, Columbia, SC	.2	Asphalt Hauling	250	Hours	80	20000.00
Earth Movers Trucking, Columbia, SC	.2	Asphalt Hauling	250	Hours	80	20000.00
Edwards Hauling, West Columbia, SC	.74	Asphalt Hauling	930	Hours	80	74400.00
L & L Hauling, Columbia, SC	.2	Asphalt Hauling	250	Hours	80	20000.00

DBE Committal Sheet- Confirmation

BASED ON THE ABOVE, BIDDER'S TOTAL COMMITMENT FOR THIS CONTRACT: *

17.51%

THE CONTRACT DBE GOAL LISTED IN PART A OF THE SUPPLEMENTAL SPECIFICATION: *

17.50%

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent – show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price – show unit price quoted by DBE.
- 5 Dollar Value – extended amount based on Quantity and Unit Price.

BY CHECKING THIS BOX, I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS *



REQUEST OF ACTION

Subject: FY19 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 10.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY18-19 fiscal year and as amended during the May 15th Regular Session pertaining to FY17-18 Rollover Funds. The details of these motions are listed below:

Motion List for FY19: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 164,850
FY2018 Remaining Amount		\$ 12,350
FY2019 Amount Previously Allocated		\$ 162,000
Remaining Balance		\$ 15,200
	Famously Hot New Year	\$ 15,000
Total		\$ 15,000
Remaining Balance		\$ 200

C. Legislative / Chronological History

- 3rd Reading of the Budget FY18 – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget- FY19 June 21, 2018

D. Alternatives

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

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$22,500** for District 3.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish an H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 99,850
FY2019 Previously Allocated	\$100,000
Remaining Balance	\$164,700
Nickelodeon Theater	\$ 7,500
World Affairs Council	\$ 7,500
Auntie Karen Foundation	\$ 7,500
Total	\$ 22,500
Remaining Balance	\$142,200

C. Legislative / Chronological History

- 3rd Reading of the Budget FY18 – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget- FY19 June 21, 2018

D. Alternatives

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

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



RICHLAND COUNTY GOVERNMENT

Community Planning & Development

MEMO

To Richland County Council
From Tracy Hegler, AICP, Director of Community Planning and Development
Date April 19, 2018
Subject D&S Item Follow-up from 3/24/18 Meeting

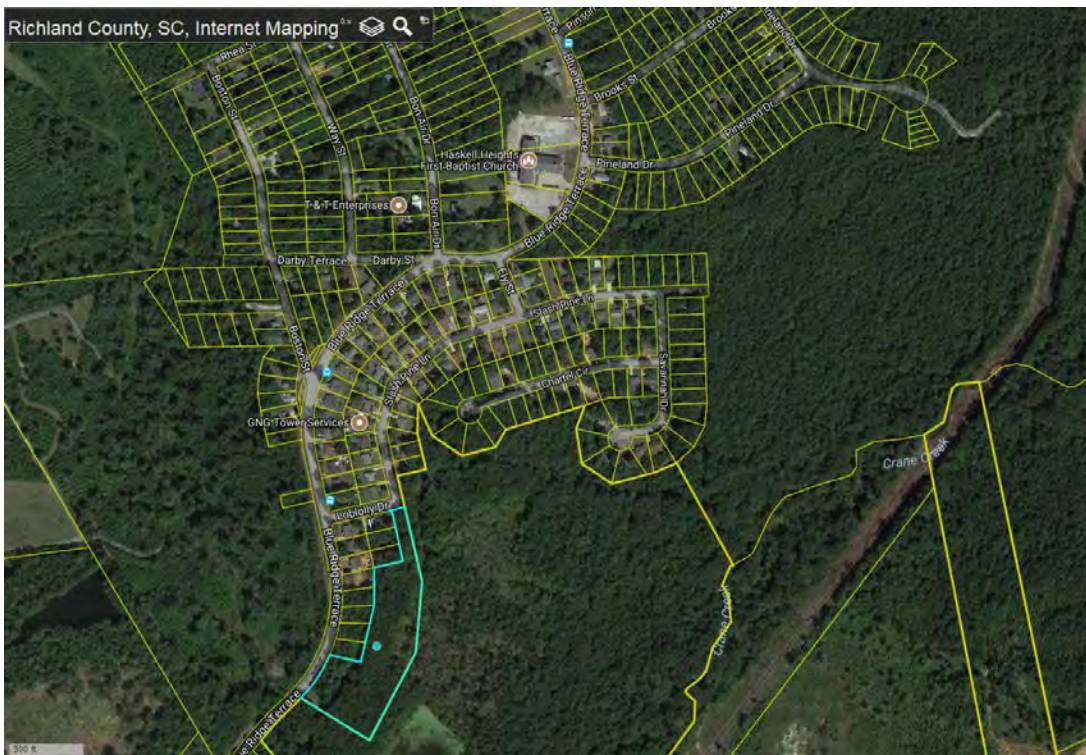
JH

During the March 24, 2018 meeting deliberations the D&S Committee moved to defer the below motion to the April 24, 2018 Committee meeting along with receiving a recommendation from the Administrator.

Conservation Commission manage County-owned historic and conservation properties [Norman Jackson].

During deliberations, Councilwoman Kennedy also inquired about the location of sites listed in the briefing document within her district. This companion document transmits a reply to Councilwoman Kennedy's request:

One site from the list generated by staff is within District 7 - R09411-05-71 is on Blue Ridge Terrace slightly less than a mile north of Monticello near Haskell Heights.



2020 Hampton Street * P.O. Box 192 * Columbia, SC 29202
803-576-2190

MEMORANDUM

On October 18, 2016 Richland County Council (Council) voted to transfer the management and operation of the Pinewood Lake Park (Park) to the Conservation Department effective July 1, 2017. Further clarification from County Administrator Gerald Seals stated, “*The management and operation of the Pinewood Lake property will be absorbed by Richland County Government through the County’s Conservation Department, effective July 1, 2017.*” This was communicated to the Park’s previous management Pinewood Lake Park Foundation (PLPF) via the attached letter from the County Administrator.¹

Attempting to negotiate the arrangement was taxing on RCCC and its staff. In February 2018 Richland County Conservation Commission (RCCC) voted to adopt a Statement of Operations at Pinewood Lake Park. This outline of how the Park is to be operated was forwarded to County Council upon a motion unanimously adopted by RCCC to alert Council to a severing of the relationship between Richland County and PLPF.

RCCC hoped in good faith to continue a relationship with PLPF for volunteer coordination. RCCC, however, felt no clear alternative existed for its motions of March 19th. RCCC reached this position based upon three troubling weaknesses in the operation of the Park.

Difficulty in the Management Relationship

The Administrator’s communication to PLPF emphasized that “*The Conservation Department will work with volunteer and nonprofit organizations such as the Pinewood Lake Foundation to ensure that local community involvement with the property is uninterrupted during this transition.*”² RCCC has found this relationship not suitable for a professionally managed facility adhering to the highest standards of service Richland County taxpayers should expect.

Failure to Execute a Contract RCCC has followed its own standards by insisting PLPF’s use of the Park be governed by a contract outlining the roles and responsibilities of each party. PLPF has not signed the contract nor has it returned comments on how the draft should be changed. RCCC admitted the effort was unsuccessful in its unanimously adopted motion alerting Council that its efforts to negotiate such a contract had failed. This failure effectively severs the relationship between RCCC and PLPF.

No Clear Line of Responsibility Staff communications with PLPF has left troubling confusion over the roles and responsibilities at the Park. The management of the Park suffers from the lack of clear lines of responsibility. PLPF receives directives, authority and suggestions from outside the normal line of management and this creates confusion in achieving the County’s goals for the property. More troubling, RCCC has been unable to install clear lines of inventory control, financial and expenditure standards and risk management at the Park. RCCC has been

¹ See attached memorandum

² See email of October 17, 2016

given responsibility for the Park but the PLPF has not transferred these matters to the County. RCCC cannot allow for this separation to continue in attempting to fulfill its responsibilities to the taxpayers.

No Previous Experience Richland County is new to a type of facility like Pinewood Lake Park. This inexperience has created a situation where RCCC staff has moved to install procedures and policies aimed at successful management of the Park. Its Manual for Management of Conservation Lands outlines how a facility such as the Park will be managed. The current situation is inconsistent with these policies.

Inappropriate Communications from PLPF As the relationship between RCCC and PLPF has deteriorated, RCCC staff has received numerous accusations and inflammatory communications from PLPF. The charges in these communications are vehemently denied and have resulted in an inability to work in a cooperative fashion. RCCC staff is working in the interest of county taxpayers and within legal parameters and will not be subjected to willfully misleading statements aimed to confuse the issue and create division amongst the parties involved. Copies of these communications are available upon request.

Also troubling was PLPF's public statements that a County budget request was falsely submitted by staff. RCCC records and meeting minutes clearly show the budget request as submitted was approved at its regular monthly meeting.³ In addition, despite PLPF's statements to the contrary, a Planning position was placed in the budget with 60% of the employee's time being dedicated to the Park.

Financial irregularities

Before October 2016, RCCC was not involved with the Park, outside of its move to provide \$100,000 from its capital reserve fund for the purchase of the property. Media reports on contracts and spending irregularities left RCCC uncomfortable with the financial management at the Park.⁴ RCCC wanted to ensure strict conformance to county management practices given the bright spotlight on the Park.

In December 2016 RCCC requested an audit of the current management structure and finances and clarification of the ownership and status of the dam in light of the flooding of October 2015.⁵ No response was received and no audit was conducted.

A number of irregularities have occurred in the financial management of the Park:

November 2016 RCCC was alerted to disputed invoices totaling \$85,976.10 dating back to May 2015. RCCC staff met with the County's Grant Manager who detailed difficulties in providing reimbursements to the Foundation because their submittals did not meet the Hospitality Tax (H-Tax) Guidelines.

³ RCCC Meeting Minutes available upon request.

⁴ Collective articles available upon request

⁵ See attached RCCC Audit Memorandum dated December 13, 2016

May 2017 Numerous comments by a member of Council stated that a \$150,000-line item existed in the county budget each year for 5-years for the Park's operation and maintenance. No line item for \$150,000 was discovered in the Richland County Budget or County Council records. This indirect line of authority created a clear disruption in the Park's operations and an unsubstantiated assumption by PLPF of its financial support by the County.

During the budget process, \$75,000 in H-Tax funds were awarded to the RCCC to be passed through to the PLPF for promotional activities. Council Norman Jackson allocated an amount of his discretionary H-tax funds to the PLPF which was unknown to the RCCC⁶. The allocation of these funds was inconsistent with Council, Administration and RCCC goals for the Park and the PLPF relationship.

RCCC authorized a letter requesting the County Administrator charge the H-Tax Grant Manager with administering the \$75,000 in H-Tax funds to PLPF. Administration requested the RCCC "hold off on the letter until we could determine our direction from these efforts" and that was done.⁷

February 2018 RCCC was copied on a letter from Chao & Associates regarding a cease and desist letter they received from the County Administrator for the Pinewood Lake Park – Phase II project.⁸ RCCC approved a Memorandum to Council regarding the damaged dam and recommending reallocating funds from Pinewood Lake Park – Phase II to repair the dam if the current owner, Pinewood Lake Park Foundation, would donate the property to the county.⁹

The instability of the dam and the potential liability from its failure is extremely troubling to RCCC. The dam must be improved and this improvement must take precedence over other capital projects at the Park.

March 2018 An email was directed to the PLPF regarding the County's review and determination of its inability to pay certain invoices as submitted¹⁰. Particularly troubling is an invoice for janitorial services. The invoice is not in keeping with Richland County standards and it runs counter to directions from RCCC to PLPF.

In addition, this invoice runs counter to communication by RCCC staff to PLPF during a meeting on January 30 2018, where it was "made clear" the maintenance, cleaning, long range management, repairs, garbage, utilities and other related day-to-day operations will all be handled exclusively by the county and are not the responsibility of PLPF.

H-Tax reimbursement has been and continues to be an issue with PLPF. This unsatisfactory arrangement continues despite numerous efforts by staff to educate PLPF about what H-Tax funds can and cannot be used for at the Park.

⁶ See attached RCCC Minutes June 2017

⁷ See Email dated October 10, 2017

⁸ See attached Pinewood Lake Letter, Chao & Associates

⁹ See attached RCCC minutes from February 2018

¹⁰ See attached what dated March 13, 2014.

Need to Professionalize Conservation Lands Management

RCCC has a conservation lands inventory approaching 4,000 acres. These sensitive properties offer wonderful resources for the community but are in need of a professional management structure. Over the past several months a committee of RCCC has drafted a Conservation Lands Management Manual. RCCC is committed to managing its properties in a form that emphasizes stewardship, multiuse and sustainable revenue generation.

PLPF's management at the Park was established in an ad hoc fashion and has not followed the principles of stewardship endorsed by the RCCC. With plans being developed for other properties, it is important that the fundamentals of the system be followed to ensure that all conservation lands are managed in a responsible manner. Our plans may at some point allow for a contractual relationship with a non-profit organization. But this relationship needs to be bettered structured, more tightly managed and the potential organization must adhere to the principles of a successful partnership we have endorsed.

RECOMMENDATION: RCCC respects the potential of Pinewood Lake Park to meet a need in the community. We intend to manage the facility to the highest professional standards expected for Richland County facilities and to the stewardship principles RCCC has established for itself. RCCC requests a final decision from Council regarding the management of the facility.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

Attachment 1

February 15, 2017

Liewendelyn Hart
Executive Director
Pinewood Lake Foundation
144 Trillium Road
Columbia, SC 29229

Dear Ms. Hart:

This letter is to formally notify the Pinewood Lake Foundation (Foundation) of the action taken by Richland County Council related to its Pinewood Lake property management agreement with the County.

On October 18, 2016, County Council voted to transfer the management and operation functions outlined in the aforementioned agreement that are currently performed by the Foundation to the County's Conservation Department, effective July 1, 2017. Thus, the County's contract with the Foundation will not be renewed once it expires on June 30, 2017.

The Conservation Department will work with volunteer and nonprofit organizations such as the Foundation to ensure that local community involvement with the property is uninterrupted during this transition.

Please feel free to contact me or Conservation Department Director Quinton Epps at 803.576.2080 should you have any questions or need additional information.

In the Spirit of Excellence,

Gerald Seals, County Administrator

cc: Larry Smith, County Attorney
cc: Tracy Hegler, Planning and Development Services Director
cc: Quinton Epps, Conservation Department

Enclosure: (1) – Pinewood Lake Property Management Agreement

2020 Hampton Street • P.O. Box 192 • Columbia, SC 29202 • Phone: (803) 576-2050
Fax: (803) 576-2137 • TDD: (803) 748-4999

Quinton Epps

From: Brandon Madden
Sent: Tuesday, October 25, 2016 4:59 PM
To: Quinton Epps
Subject: Fwd: Pinewood Lake Property - Clarification on Staff's Recommendation

Begin forwarded message:

From: Brandon Madden <MaddenB@rcgov.us>
Date: October 20, 2016 at 12:45:37 PM EDT
To: Bill Malinowski <malinowskib@rcgov.us>, Damon Jeter <jeterd@rcgov.us>, Gregory Pearce <PEARCEG@rcgov.us>, Jim Manning <ManningJim@rcgov.us>, Joyce Dickerson <dickersonj@rcgov.us>, Julie-Ann Dixon <DixonJ@rcgov.us>, Norman Jackson <jacksonn@rcgov.us>, Paul Livingston <livingstonp@rcgov.us>, Seth Rose <RoseS@rcgov.us>, Torrey Rush <RushT@rcgov.us>, DALHI MYERS <MYERSD2@rcgov.us>
Cc: GERALD SEALS <SEALSG@rcgov.us>, Beverly Harris <HarrisB@rcgov.us>
Subject: Pinewood Lake Property - Clarification on Staff's Recommendation

Members of Council:

This email is being sent on behalf of the County Administrator.

During Council's discussion of the management of the Pinewood Lake property at its meeting on October 18, 2016, questions arose relative to the operational impact of staff's recommendation for this item. Council, subsequently, approved staff's recommendation to transfer the management and operation of the Pinewood Lake property to the County's Conservation Department.

To provide clarity on the operational impact prompted by Council's approval of staff's recommendation, please note the following points:

- The management and operation of the Pinewood Lake property will be absorbed by Richland County Government through the County's Conservation Department, effective July 1, 2017.
- The Conservation Department will not locate its operations or staff to the Pinewood Lake property, rather its operations and staff will remain housed at the County's Administration complex.
- The budget considerations presented to Council were for informational and awareness purposes, only. County staff will work within the County's annual budget process to address any funding needs relative to the maintenance and operation of the property.
- The Conservation Department will work with volunteer and nonprofit organizations such as the Pinewood Lake Foundation to ensure that local community involvement with the property is uninterrupted during this transition.

As mentioned during the Council meeting on October 18, 2016, one of the roles of staff is to ensure that Council is presented with information that is supportive and facilitates informed

decision making. Any confusion related to staff's recommendation was unintentional. Staff's approach moving forward will be inclusive of providing information to Council that prompts insightful decision making, reduces confusion and mitigates potential trepidations.

Please let me know of any questions or concerns regarding this matter.

Many thanks,

Brandon Madden
Assistant to the County Administrator
Richland County Government
P.O. Box 192
Columbia, SC 29202
Ph: (803) 576-2066
Fax: (803) 576-2137
maddenb@rcgov.us
www.rcgov.us

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2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes October 17, 2016

Attendance:

Members present: Carol Kososki, Charles Weber, Margaret DuBard, Virginia Sanders, Glenice Pearson, and John Grego

Absent: Sam Holland, Jennifer Carter, Becky Bailey, and Jim Thomas

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Dr. Jamelle Ellis, Richland County Sustainability Coordinator
Dr. Bobby Donaldson, USC Historian

Chair, Carol Kososki welcomed everyone and called the meeting to order without a quorum at 3:40 pm. Carol asked Quinton Epps to proceed with his report in lieu of Action Items on the agenda.

Conservation Director's Report

Lower Richland Tourism Plan

The Asakura Robinson team came to Columbia the week of September 26 to meet with stakeholders, the steering committee, and visit the two county-owned properties and the Lower Richland area. Councilwoman Myers organized a tour for the team with 11 community members. She requested a return visit from the consultants before the public meeting on Nov 14 to meet with a pastors group to inform them about the goals of the project and encourage their support. Virginia Sanders will provide Nancy with additional stakeholder names from District 11. Glenice Pearson expressed her concern that the low to moderate income population be incorporated into the plan for developing tourism as an avenue for economic development.

Owens Field

Construction of the infiltration basins is proceeding however a few Rosewood residents are upset over the tree clearing. Staff will attend the next Rosewood Community council meeting to report on the progress of the project and explain the necessity for removing trees to create the infiltration basins that will capture stormwater. EPA visited the project site and was pleased with the results.

Mitigation

Construction is almost complete for the Spring Valley project; the final check list will be finished later in the week. This project was selected by the American Council of Engineering Companies of NC for an Engineering Excellence Award. Engineering staff was on site during the recent inclement weather to

Conserving Richland County's Natural and Historic Legacy

observe how the site was working. The site functioned properly so very few design changes were necessary.

A quorum was reached with the arrival of John Grego.

Once County Council gives their approval, the Mill Creek Mitigation Bank will be able to sell \$408,748 of mitigation credits; proceeds will then be returned to the Transportation Penny Program. Other credits made available to Richland County benefited the Shop Road Extension and China Jushi, thus saving money. Carol requested Quinton update the TPAC Committee on the status/availability of the bank's mitigation credits.

Pinewood Lake Management

County Council directed staff to develop plans to manage conservation properties including Pinewood Lake and requested an enterprise model plan similar to the Township as it relates to operation and maintenance. At the October 4 Council meeting, staff recommended against the enterprise model and proposed the Conservation Department absorb the management of Pinewood Lake; however, action was deferred. A memo to Administration stated the Pinewood facilities are inadequate to house the department's staff; the department will continue to work with the volunteer organization operating there now. An increase in budget and additional staff were requested which will be addressed in the FY18 budget process.

Conservation Land Management Plan

The Conservation Land Management Plan, developed at Council's request, is a means to sustainably manage the county's conservation properties for multi-use purposes. Revenue generated by the properties would be used for their management and enhancement. Volunteer organizations would be created to engage local residents and reduce costs. Two staff positions will be requested for a land manager and volunteer coordinator in the FY18 budget (includes Pinewood Lake management). Glenice requested the volunteer coordinator look for diverse organizations to partner with. A Request for Action will be sent to committee for Council action in November. Charles Weber made a motion to accept/endorse the Conservation Land Management Plan. It was seconded by Virginia and passed unanimously.

Agenda

Glenice made a motion to approve the agenda and was seconded by John. Motion passed.

Approval of Minutes

Glenice made a motion, seconded by Charles, to approve the minutes of September 12, 2016. Motion passed.

Report of the Chair

Carol said several RCCC Members attended Ann Furr's funeral over the weekend. Ann was a valued member of RCCC and will be missed. An encore azalea was sent from the Commission. Glenice made a motion to have a tree planting ceremony in the district of RCCC members who pass away as an acknowledgement of their service. The family would be involved in the site selection. Virginia seconded the motion which carried unanimously.

Treasurer's Report

Virginia referred everyone to the financial report in their packets. Nancy clarified the breakdown for Prior Year Rollover of \$121,977 is comprised of contracts that were continued from FY16 into FY17 and a 25% automatic rollover of unexpended funds. Nancy explained the \$5,400 rollover for the Olympia grant was not approved by Finance. Olympia was unable to spend all of their funds due to a multitude of problems. Nancy asked if RCCC members would be willing to approve taking \$5,400 from the Prior Year Rollover line and transferring it to Lump Sum Appropriations for the Olympia project. Charles made a motion seconded by Margaret DuBard to transfer \$5,400 from Prior Year Rollover to fund the Olympia window restoration. Motion carried. Carol requested an explanation from Finance as to whether RCCC unspent funds are going to the Capital Acquisition Fund.

History Initiative Presentation

Dr. Bobby Donaldson explained he did not fully anticipate the amount of available material to assist RCCC's efforts to document/ chronicle the history of Richland County for the past three centuries. The assessment of published books, archival collections, and newspaper collections proved to be a daunting task due to the sheer volume. Another problem encountered was a great deal of SC antebellum material is housed in Charleston and Duke University in North Carolina; the existence of this material is notated in the draft. The current draft is an historian's overview of known collections around Richland County with recommendations of areas that need further research. Developing a final product that is useable for the lay audience is the goal. Further thought is needed to devise means for people to access this information and to create a document that has longevity.

The research team reviewed previous studies from the last thirty years to see what their sources were and what recommendations were made at that time. An underutilized informational source is oral histories which can be a pathway to identifying historic sites. John Grego questioned Glenice whether she felt RCCC should be more focused on oral histories than historic restorations. Glenice indicated the building projects frequently have a narrow point of view. A broader look at the county's history needs to be developed to create a more inclusive history. How did the county evolve economically, historically, and culturally? Dr. Donaldson questioned RCCC members as to what degree they want to be reactive or proactive in identifying possibilities for future grants. Carol read a mission statement for RCCC and questioned the emphasis on research. Glenice said RCCC may need to revisit the original mission. She also stated that a consulting historian should be available to help RCCC as Ken Driggers is for conservation.

The compilation of comments regarding the draft from RCCC members will be addressed. Dr. Donaldson said he hopes to have all issues resolved by the middle of November and submit the final document. The bibliography will be translated to a spreadsheet. Glenice explained the local history sessions with county residents will need to be postponed and the format reassessed.

The meeting was adjourned at 5:10pm.

Respectfully submitted,

Charlie Fisher, Administrative Assistant



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes January 30, 2017

Attendance:

Members present: Carol Kososki, Jim Thomas, John Grego, Charles Weber, Virginia Sanders, Glenice Pearson, Lee Rambo, Sam Holland, Jennifer Carter, and Becky Bailey.

Absent: Margaret DuBard

Others present:

Quinton Epps, Conservation Division
Nancy Stone-Collum, Conservation Division
Charlie Fisher, Conservation Division
Tracy Hegler, Community Planning & Development
Ken Driggers, Contract Legal Council

Chair, Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm. She explained that Margaret DuBard has been in a bad car accident and has a broken clavicle, ribs, tailbone, and two compressed vertebrae. Nancy will send a card from the Commission.

Approval of Agenda: Charles Weber moved and Jim Thomas seconded the motion to approve the agenda. Motion carried.

Approval of Minutes from November 21: John Grego moved and Jim seconded the motion to approve the minutes as presented. Motion carried.

Carol asked for the Election of Officers to be delayed until the arrival of Becky Bailey, Chair of the Nominating Committee.

Report of the Chair

Carol introduced Tracy Hegler, Director of the newly created Community Planning and Development Department, for an update on the county's reorganization. Third reading is scheduled for next weeks' Council meeting. Tracy explained former department heads will be division managers and continue to supervise and provide the expertise for their area. When questioned, she said there may be a need for one or more assistant department directors. Carol questioned how time sensitive information will be relayed to Council. Administrator Seals is already looking at ways to do long range agenda planning for Council. Tracy is now included in all the Administration meetings so will be better informed about what is of importance to our division. Glenice said she hoped the diversity of the community is in the forefront of the planning – one size does not fit all. Tracy pointed out the budget process is also moving to a two year budget, again an attempt to be more proactive.

Conserving Richland County's Natural and Historic Legacy

Treasurer's Report/FY18 Budget

Virginia Sanders referred everyone to their copy of the treasurer's report. Quinton explained although it looks like a lot of money is unspent in Acquisitions, it is because Administration advised RCCC to take money out of the Fund Balance to avoid the necessity of budget transfers; not all of the projects can be completed this fiscal year. At Tracy's request, Quinton is serving on the Budget Team Group, a time consuming endeavor due to the scope of the budget. Requests from departments total \$225 million for a \$160 million budget.

Election of Officers

Becky Bailey, head of the Nominating Committee, spoke with RCCC members to establish who is willing to continue to serve as an officer. Becky made a motion, seconded by Sam Holland to accept the nominations below by acclamation.

Carol Kososki, Chair

John Grego, Vice-Chair for Conservation

Glenice Pearson, Vice-Chair for Historic

Virginia Sanders, Treasurer

The motion was approved unanimously.

Conservation Director's Report

Pinewood Lake Management

Quinton reported RCCC is scheduled to take over management of Pinewood Lake Park July 1st. A biennial budget has been proposed for one full time and one part time employee. The full time position would also support other county conservation properties. Operating expenses were also requested for Support Services who will provide maintenance for the park.

RCCC members want accountability to be established when the responsibility for the park changes. Questions were raised about Pinewood Lake Foundation (PLF) and what the relationship will be with RCCC. Carol read from a newspaper article that listed PLF as non-compliant with the Hospitality Tax requirements but the issues had been worked out. Glenice asked how RCCC can hold PLF accountable when they, as a non-profit, answer to their Board of Directors. Administration and staff are working to resolve the issues of concern as the transition proceeds.

John sent a Freedom of Information request to DHEC concerning the Pinewood Lake dam. The information showed that DHEC told SCALE Inc. (non-profit owner of the dam) to make improvements and have a dam inspection but they have been non-cooperative for over a year. Various estimates place repair costs between \$300,000 and \$1.8 million. Ken Driggers thought it is probable the county will have to take ownership of the dam in order to fund repairs. Carol requested the Conservation Committee make this a top priority and meet to discuss this matter in detail.

Strategic Planning

Staff recommends RCCC hire a facilitator to update mission/vision statements and develop a long-range/strategic plan for the Commission. The Richland Soil and Water Conservation District (RSWCD) has approved hiring a consultant. The same facilitator would be engaged to work with each group but would also make recommendations on opportunities for synergies to develop between the Commission and the District. Administration wants ten-year plans by November. The estimated cost for the plan would be less than \$5,000 and could be taken from available FY17 funds. Glenice wanted to be sure the historic component of RCCC's mandate be included in any plan developed. Charles made a motion seconded by

Becky to develop a ten year strategic plan for RCCC in conjunction with RSWCD. Motion carried unanimously.

Conservation Committee Report

NE Landfill Letter

Annually John requests information on the NE Landfill through Freedom of Information requests to DHEC and prepares an update for Council. The concerns he raised this year include: increased amounts of industrial process waste, above permitted limits of volatile organic compounds (VOC) in three off-site wells, and explosive gasses at the site's boundary which exceed the limits. He requested additional off-site wells and a reduction in industrial process waste until VOC contamination is resolved. Glenice made a motion seconded by Charles to forward John's letter to DHEC and copy County Council. (Letter on file)

History Initiative

Glenice reported she just received a lengthy revised document from Dr. Bobby Donaldson which is closer to the product RCCC requested. The Historic Committee and RCCC have an obligation to get the information out to county residents. A committee meeting will be scheduled to bring a recommendation back to RCCC on how to involve the county in utilizing this research. Quinton suggested this can be incorporated into the strategic plan and the Lower Richland Tourism project.

Lee Rambo will join the Conservation Committee to complete their committee roster.

Conservation Coordinator's Report

Lower Richland Tourism Plan

Nancy praised Virginia's involvement with the public meetings held by Asakura Robinson. A video from the WLTX news story covering the first of two January public meetings was played. Attendees gave positive feedback and were asked to submit a survey of what they liked, what their concerns were, and what is missing from the recommendations. Glenice voiced her concerns regarding economically deprived people having the opportunity to benefit economically. Nancy explained this issue is addressed in each of the consultant plan's three focus areas where a step up campaign has been created; how to get in on the ground floor with limited funds. Members were encouraged to return the survey forms.

Rosenwald/Pine Grove event

Councilwoman Joyce Dickerson asked for help creating an educational program at the Pine Grove Rosenwald School for Black History month. An event has been developed for Saturday, February 25th with a special dramatization of Julius Rosenwald and Booker T. Washington presented by Richland School District One students. A showing of the Rosenwald documentary is scheduled at Harbison Theatre on the 23rd. Nancy asked RCCC members to finance the cost to cover rental of the theatre and movie, and insurance. Charles made a motion seconded by Sam to fund up to \$1,500 for the project which was approved unanimously. Mrs. Dickerson is using her discretionary funds for advertising and Saturday's expenses.

New/Old Business

Glenice asked about plans for a tree planting for Ann Furr. Nancy will have details at the next meeting.

The meeting was adjourned at 5:03pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes February 27, 2017

Attendance:

Members present: Carol Kososki, John Grego, Virginia Sanders, Glenice Pearson, John Grego, Lee Rambo, and Sam Holland

Absent: Margaret DuBard, Charles Weber, Becky Bailey, Jennifer Carter, and Jim Thomas

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Tracy Hegler, Richland County Planning Director

Chair, Carol Kososki welcomed everyone and called the meeting to order without a quorum at 3:35 pm.

Report of the Chair

Carol reported the second public meeting concerning the Gills Creek Greenway Section A Project held at Dreher High School was heavily attended. The first public meeting was held one year ago and drew lots of opposition to the plan from homeowners in the Hamptons. The revised plan moved placement of the trail to the west side of the creek. City of Columbia will provide policing and maintenance of the greenway. Overall, attendees at this meeting were generally in favor of the plan; however, bogus emails have been sent to generate opposition. A Gills Creek Greenway Comment Sheet is included in everyone's packet and members are encouraged to respond. Comments are due March 9.

Reorganization and Biennial Budget updates

Tracy Hegler, Richland County Planning Director, reported on the Blue Ribbon Committee for Flood Recovery. Hurricane Matthew has opened up additional funding sources for buy outs. Currently 63 FEMA buy outs are proposed. CBDG funding can be used for rehab and refurbishing. Third reading of the ordinance to restructure county departments was deferred to work out details. The biennial budget is moving forward; for FY18 the budget must remain within a 3.5% growth rate. Clarion has been hired to undertake the two-year process of rewriting the zoning ordinance and land development regulations to match the Land Use Plan approved in 2015. Stakeholder meetings will be held March 27-29 with a special one for the conservation community. Virginia Sanders pointed out it will be important to get the Lower Richland Tourism recommendations into the rewrite.

A quorum was achieved at 3:45 with the arrival of Sam Holland and John Grego

Approval of Agenda: John Grego moved and Virginia Sanders seconded the motion to approve the agenda. Motion carried.

Conserving Richland County's Natural and Historic Legacy

Approval of Minutes from January 30, 2017

John moved and Lee Rambo seconded the motion to approve the minutes as presented. Motion carried.

Treasurer's Report

Virginia referred everyone to their copy of the treasurer's report. Carol asked for an explanation for the difference between Conservation and Conservation Commission on the report. The smaller amount for Conservation is for the Richland Soil & Water District and covers salary for Chanda Cooper and partial salaries for Quinton and Charlie. All operating expenses come from the Commission budget.

Conservation Director's Report

Pinewood Lake Management

Quinton reported discussions are ongoing with Administration and the Pinewood Lake Foundation (PLF) to resolve lingering issues before the Conservation Commission takes responsibility July 1st. PLF became the owner of the dam in November 2016 when they accepted transfer of ownership from SCALE Inc. The county has notified PLF it will not work on the dam while it is privately owned. The Director of PLF, Ms. Hart, will have to take up the ownership matter with their board. The question was raised as to what does management control mean? Quinton replied he believes PLF could continue to do events and new county personnel could manage the facility if approved during the budget process. He is working with Administration on the timeline and the transition.

Strategic Planning

Staff had hoped to obtain three quotes from strategic plan facilitators but Procurement says a request for proposals will need to be issued.

Conservation Committee Report

Sentinel Landscape Support

John asked Nancy to report on the Sentinel Landscape Focus Area. Six Sentinel Landscapes have been designated around the country. These are partnerships between military bases, governmental agencies, and non-profits that collaborate to promote natural resource sustainability and the preservation of agricultural and conservation lands uses in areas surrounding military installations. The purpose is to recognize and incentivize landowners to continue maintaining these landscapes in ways that contribute to the nation's defense.

A designation application will be submitted in late March for the five military bases that make up the Midlands Area Joint Installation Consortium, known as MAJIC, and letters of support have been requested. A goal setting session was held earlier in the month but the results have not yet been compiled. The MAJIC boundary will likely be expanded to include the COWASEE focus area. The organizer has suggested letters of support list specific activities, initiatives, or programs the partner will commit. Planning and Conservation staff will discuss what can be brought to the table in addition to general support. A draft letter will be prepared for RCCC to approve at the March 20 meeting.

NE Landfill

Larry Leblang from DHEC called John after the agency received letters from RCCC and Friends of Congaree Swamp about the NE Landfill annual report. John concluded there is more leverage than he would have thought in addressing methane gas exceedances at the boundary. This landfill does not have a buffer that is required now so they could be required to purchase more land or to take stronger remedial measures. John said he felt DHEC was backing away from delineation of the plume. He will continue to follow up and monitor the situation.

History Initiative

Glenice expressed her desire that the strategic plan would develop a specific mission for the historical charge of RCCC. She shared her concerns with how RCCC perceives its role with regards to the county's history. Glenice wants the community more involved, to give feedback on our role and performance. She suggested the ordinance may need to be amended; said RCCC hasn't had a meeting to discuss our role in history; there isn't adequate staff support; and the Commission only pays attention to grants but doesn't connect them with other historical resources.

Sam reported the Historic Committee met with Local History Librarian Debbie Bloom to review Dr. Donaldson's report in the effort to make it more accessible/usable. Ms. Bloom agreed to identify Richland Library resources that were omitted. Nancy explained the report did offer pages of recommendations for research that should be conducted. Listening sessions with various groups were promoted. Sam said RCCC historical grant projects could be added to the inventory website. It is anticipated the facilitator who will help develop the long range strategic plan will be able to determine a direction for the historical mission of RCCC and bring cohesion to the program.

Conservation Coordinator's Report

New and Current Grants

17 Applications were submitted for Historical Grants totaling \$511,954 with \$170,000 available. The total for 10 Conservation Grants is \$128,893 with \$80,000 in available funding. Grant presentations are being scheduled for the middle of March. Both Committees have evaluated and approved grant reallocation of budget items, one from Congaree National Park and one from Historic Columbia.

Rosenwald/Pine Grove events

The movie about Julius Rosenwald was well attended and enhanced by an exhibit of historical photos of African American schoolhouses in Richland County. Becky, Jim and Charles attended. Total RCCC expenses for the movie and theater rental was \$1,280. The highlight of the celebration at Pine Grove was the dramatization of Julius Rosenwald and Booker T. Washington visiting the school. Mrs. Cureton-Cummings, drama teacher at Eau Claire High School, researched and wrote the script which was acted out by her and four students.

Gunrod Gut Easement

The conservation easement is on hold indefinitely due to Councilwoman Myer's concerns with not having a strategic plan for easements in District 10.

Tree Planting

AC Moore Elementary School has located a site where a tree could be planted to honor Ann Furr.

Carol questioned the status of the LR Tourism project. Asakura Robinson, the consultant, is working on their final report which is due in March.

The meeting was adjourned at 5:05pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant

Quinton Epps

From: Quinton Epps
Sent: Tuesday, January 03, 2017 4:58 PM
To: Budget Mailbox
Subject: RE: FY18-19 Richland County Budget Preparations/Conservation Commission (1209451000); CC Pinewood Lake Park Requested Budget (no code - new); Mill Creek and Cabin Branch Tracts Requested Budget (no code -new)
Attachments: 06 Mission Goals Objectives and Performance Measures FY18 (2).doc; 05 Checklist - FY18 and FY19 CD.xls; Conservation CommissionFY20182019.xlsm; CC Mill Creek and Cabin BranchFY20182019.xlsm; CC Pinewood LakeFY20182019.xlsm

Hello all,

Please see attached for the Conservation Commission budget (1209451000). There was an additional funding request in FY2019 (\$2000 in advertising) which did not translate to the Summary Sheet – perhaps because it would not be a new request in FY2019.

Please also see the attached requested budgets for the following as well:

- 1) CC Pinewood Lake Park Requested Budget (attached CC Pinewood LakeFY20182019; no code – new) I was unable to figure out how to add in an additional amount requested by Support Services for landscape maintenance and trash removal - could not find a code for this type of internal activity: The amount requested is \$49,000 annually for the work. Please contact me if you have any questions.
- 2) Mill Creek and Cabin Branch Tracts Requested Budget (CC Mill Creek and Cabin BranchFY20182019; no code - new)

Although these will be different budget codes the Mission, goals, objectives and performance measures for these budgets are included in the attached document for the Conservation Department. A new position is proposed and will be split between these budgets (60% - Pinewood Lake Park and 40% Mill Creek and Cabin Branch Tracts).

Please let me know if you have any questions or comments. Thanks,

Quinton Epps, Director
Richland County Conservation Department
2020 Hampton St, Room 3036A
Columbia, SC 29204
epps@rcgov.us
803-576-2082

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: DONALD WOODWARD
Sent: Friday, November 04, 2016 7:35 PM
To: Quinton Epps; Nancy Stone-Collum

Cc: KAREN MAGSINO; DOMINIC OLMSTEAD
Subject: FW: FY18-19 Richland County Budget Preparations

Hi Quinton and Nancy,

Attached are files to aide you in completing the requested Fy18-19 Budget for your department. Please review these files in sequential order:

1. Fiscal Years 2018 and 2019 Budget Guidance...
2. Budget Calendar FY2018-FY2019...
3. Budget Memorandum FY18
4. Budget Instructions FY18
5. ETC.

ALL INTERNAL DEPARTMENT BUDGET WORKSHEETS ARE DUE TO THE FINANCE OFFICE BY:
JANUARY 3, 2017

Thank you!

Donald Woodward – Richland County – Budget Manager – woodwardd@rcgov.us – 803-576-2095

Department: Conservation Commission

Key	Object	Object Description	FY16 Approved	FY16 Actual	FY17 Approved	One Time Costs	Prelim FY18 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY18 Requested	Prelim FY19 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY19 Requested	Total FY18 and FY19 Requested
1209451000	511100	Salaries and Wages	\$188,332	\$120,186	\$216,267	\$0	\$216,267	\$0	\$0	\$0	\$216,267	\$216,267	\$0	\$0	\$0	\$216,267	\$432,534
1209451000	511600	Longevity Pay	\$0	\$396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1209451000	512200	FICA Employer's Share	\$9,124	\$8,893	\$9,124	\$0	\$9,124	\$0	\$0	\$0	\$9,124	\$9,124	\$0	\$0	\$0	\$9,124	\$18,248
1209451000	513100	SC Regular Retirement	\$13,191	\$13,322	\$13,257	\$0	\$13,257	\$0	\$0	\$0	\$13,257	\$13,257	\$0	\$0	\$0	\$13,257	\$26,514
1209451000	513300	Health Insurance Employer's	\$17,900	\$18,192	\$20,542	\$0	\$20,542	\$0	\$0	\$0	\$20,542	\$20,542	\$0	\$0	\$0	\$20,542	\$41,084
1209451000	513700	Dental Insurance - Employer's	\$800	\$685	\$800	\$0	\$800	\$0	\$0	\$0	\$800	\$800	\$0	\$0	\$0	\$800	\$1,600
1209451000	513800	Life Insurance - Employer	\$174	\$140	\$174	\$0	\$174	\$0	\$0	\$0	\$174	\$174	\$0	\$0	\$0	\$174	\$348
1209451000	521000	Personnel	\$229,321	\$161,785	\$260,184	\$0	\$260,184	\$0	\$0	\$0	\$260,184	\$260,184	\$0	\$0	\$0	\$260,184	\$520,328
1209451000	521000	Office Supplies	\$2,000	\$866	\$2,000	\$0	\$2,000	-\$200	\$0	\$0	\$1,800	\$2,000	-\$200	\$0	\$0	\$1,800	\$3,600
1209451000	521300	Copy Machines	\$3,000	\$3,000	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$3,000	\$3,000	\$0	\$0	\$0	\$3,000	\$6,000
1209451000	521400	Membership and Dues	\$1,000	\$550	\$1,000	\$0	\$1,000	-\$100	\$0	\$0	\$900	\$1,000	-\$100	\$0	\$0	\$900	\$1,800
1209451000	521500	Travel	\$1,500	\$430	\$1,500	\$0	\$1,500	-\$1,000	\$0	\$0	\$500	\$1,500	-\$1,000	\$0	\$0	\$500	\$1,000
1209451000	521600	Oil & Lubricants	\$500	\$342	\$500	\$0	\$500	\$0	\$0	\$0	\$500	\$500	\$0	\$0	\$0	\$500	\$1,000
1209451000	521700	Repairs - Vehicles	\$300	\$308	\$1,704	\$0	\$1,704	\$0	\$0	\$0	\$1,704	\$1,704	\$0	\$0	\$0	\$1,704	\$3,408
1209451000	521900	Automotive - NonContract	\$0	\$35	\$0	\$0	\$0	\$35	\$0	\$0	\$35	\$0	\$35	\$0	\$0	\$35	\$70
1209451000	522100	Telephone Service	\$60	\$60	\$60	\$0	\$60	\$15	\$0	\$0	\$75	\$60	\$15	\$0	\$0	\$75	\$150
1209451000	524200	Food	\$500	\$363	\$500	\$0	\$500	\$250	\$0	\$0	\$250	\$500	\$250	\$0	\$0	\$250	\$500
1209451000	526100	Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$4,000
1209451000	526200	Beepers/Cell Phones/Pagers	\$900	\$875	\$900	\$0	\$900	\$0	\$0	\$0	\$900	\$900	\$0	\$0	\$0	\$900	\$1,800
1209451000	526400	Employee Training	\$4,000	\$4,805	\$4,000	\$0	\$4,000	\$1,000	\$0	\$0	\$5,000	\$4,000	\$1,000	\$0	\$0	\$5,000	\$10,000
1209451000	526500	Professional Services	\$204,588	\$244,880	\$203,184	\$0	\$203,184	-\$102,000	\$0	\$0	\$101,184	\$203,184	-\$102,000	\$0	\$0	\$101,184	\$207,368
1209451000	530100	Acquisition	\$218,348	\$256,514	\$218,348	\$0	\$218,348	-\$102,000	\$2,000	\$0	\$118,348	\$218,348	-\$102,000	\$0	\$0	\$116,348	\$234,696
		Operating	\$0	\$94,425	\$761,924	\$761,924	\$761,924	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0	\$0	\$200,000	\$300,000
		Capital	\$0	\$94,425	\$761,924	\$761,924	\$761,924	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0	\$0	\$200,000	\$300,000
		TOTAL	\$447,669	\$512,735	\$1,240,436	\$761,924	\$478,512	-\$2,000	\$2,000	\$0	\$478,512	\$578,512	-\$2,000	\$0	\$0	\$576,512	\$1,055,024

*Director's Reallocated column must be equal to or less than zero.

Department: CC Mill Creek and Cabin Branch Tracts

Key	Object Description	FY16 Approved	FY16 Actual	FY17 Approved	One time Costs	Prelim FY18 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY18 Requested	Prelim FY19 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY19 Requested	Total FY18 and FY19 Requested
1209451000	Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,800	\$15,800	\$0	\$0	\$0	\$15,800	\$15,800	\$31,600
1209451000	521900 Automotive - NonContract	\$0	\$35	\$0	\$0	\$0	\$0	\$0	\$1,209	\$1,209	\$0	\$0	\$0	\$1,209	\$1,209	\$2,417
1209451000	522000 Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,826	\$1,826	\$0	\$0	\$0	\$1,826	\$1,826	\$3,653
1209451000	522400 Repairs to Installed Equip	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200	\$0	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0
1209451000	522600 Service Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$6,400
1209451000	522700 Repairs - Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$5,000
1209451000	522800 Building Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$500
1209451000	523100 Hand Tools and Sets	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$800
1209451000	523300 Roads & Building Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$1,500
1209451000	524100 Uniforms and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$100
1209451000	524400 Janitorial Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350	\$350	\$0	\$0	\$0	\$0	\$0	\$5,000
1209451000	526200 Besspers/Cell Phones/Pagers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$100
	Operating	\$0	\$35	\$0	\$0	\$0	\$0	\$13,500	\$1,450	\$14,950	\$0	\$0	\$0	\$900	\$900	\$1,800
	TOTAL	\$0	\$35	\$0	\$0	\$0	\$0	\$13,500	\$20,285	\$33,785	\$0	\$0	\$13,500	\$1,450	\$14,950	\$79,900
																\$53,785
																\$67,570

*Director's Reallocated column must be equal to or less than zero.


Department: CC Pinewood Lake Park

Key	Object	Object Description	FY16		FY17	One Time Costs	FY18		FY19		FY18 and FY19	
			Approved	Actual			Approved	Costs	Prelim Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions
1209451000	511100	Salaries and Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,700	\$23,700	\$47,400
	511300	RC Part-time Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,500	\$8,500	\$17,000
	512200	FICA Employer's Share	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,463	\$2,463	\$4,927
	513100	SC Regular Retirement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,740	\$2,740	\$5,479
		Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,253	\$28,253	\$56,506
	522000	Electricity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,700	\$20,700	\$41,400
	522100	Water & Sewer Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$1,200	\$2,400
	522400	Repairs to Installed Equip	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	\$6,000
	522600	Service Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,600	\$7,600	\$15,200
	522800	Building Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$10,000
	523100	Hand Tools and Sets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$200
	524100	Uniforms and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350	\$350	\$700
		Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,600	\$32,600	\$65,200
	529502	Computer Hardware	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$3,000
		Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$3,000
	1209451000	542100 Data Lines	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1209451000	542600 Computer Equipment Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1209451000	542700 Computer Equipment Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1209451000	546300 Rent or Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1209451000	547100 Program Maintenance & Licens	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Data Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,750	\$41,750	\$83,500
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,853	\$71,853	\$143,706

*Director's Reallocated column must be equal to or less than zero.



Richland County Conservation Department
2020 Hampton Street, Rm. 3063A
Columbia, South Carolina 29204

To: Gerald Seals, County Administrator
From: Quinton Epps, Conservation Department 
Date: December 13, 2016
Re: Richland County Conservation Commission request (RCCC)

Please see the attached letter from the RCCC. Per our discussion today, RCCC would be honored for you to discuss this request at our next meeting or at your earliest convenience.

Thank you for your time and consideration.



2020 Hampton Street - Room 3063A
Columbia, SC 29204
(803) 576-2083

December 13, 2016

Mr. Gerald Seals
Richland County Administrator
2020 Hampton St.
Columbia, SC 20204

RE: Pinewood Lake Park Audit and dam evaluation request

Dear Mr. Seals:

The Richland County Conservation Commission (RCCC) is looking forward to the opportunity to manage the operations of the Pinewood Lake Park. The facility has great potential to promote outdoor, nature-based recreation and educate the public on the benefits of conservation lands.

We are concerned perceptions created by recent press reports may limit the Pinewood Lake facility's effectiveness going forward. It is unclear how some of the operations at the facility were developed and are implemented. The RCCC wants to ensure future operations are done within the County's established procedures; therefore, RCCC requests an audit of the current management structure and finances.

Additionally, RCCC requests clarification on ownership of the dam and an updated evaluation of the existing dam be conducted in light of the 2015 flood and Hurricane Matthew. Both the audit and the dam evaluation will assist in developing future budget needs and identify needed changes in Pinewood Lake Park operations. We think this will allow RCCC through the Conservation Department to begin its management of the facility in a positive light.

Please let me know if you need any additional information from me to proceed. We appreciate your willingness to assist us in our mission and this new endeavor.

Yours truly,

Carol Kososki, Chair
Richland County Conservation Commission

Conserving Richland County's Natural and Historic Legacy



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes June 19, 2017

Attendance:

Members present: Carol Kososki, Charles Weber, Virginia Sanders, Lee Rambo, John Grego, Margaret DuBard, Jennifer Carter, Sam Holland, and Becky Bailey via telephone

Absent: Jim Thomas, Glenice Pearson

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Ken Driggers, Contract Legal Counsel

Chair, Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm.

Approval of Agenda and Minutes

John Grego made a motion to approve both the agenda and the May 15th minutes. Sam Holland seconded the motion. Motion carried

Report of the Chair

Carol thanked RCCC members and staff who participated in the budget process by attending work sessions and the 2nd and 3rd readings of the FY18 budget. Administration approved \$143,988 for one position and operation and maintenance at Pinewood Lake Park and other conservation properties but funded it with the Commission's 1/2 mil. This creates a shortfall for acquisition and professional services, restricting RCCC programs in FY18. Councilman Chip Jackson made a motion on May 30th during 2nd reading to use \$143,988 from the General Fund for Pinewood Lake Park which passed.

Under second reading for grants on May 25th, Councilman Norman Jackson moved to allocate \$150,000 from Hospitality tax to Pinewood Lake Foundation (PLF). Councilman Seth Rose made a substitute motion to give RCCC \$75,000 from H-tax which passed. Mr. N. Jackson was not pleased and said he felt he had been misled by RCCC. As a result of his concerns, Councilwoman Myers moved that the \$75,000 in H-tax funds going to RCCC should be passed through to PLF for promotional activities, which was approved.

In between second and third reading Mr. N. Jackson requested a total budget for the park; County Administrator Gerald Seals said it should come from RCCC members, not staff. A conference call was held on June 5 and a revised budget for Pinewood Lake Park was approved with an increase of \$88,334 for more personnel and operating expenses. Mr. Seals forwarded it to Council but nothing was mentioned at third reading about the revised budget. Mr. N. Jackson allocated an unknown amount of his discretionary H-tax funds to Pinewood Lake Foundation. A request has been made to the Clerk of Council to review the meeting's minutes to determine how much PLF will receive in H-tax funds. Carol expressed her belief that RCCC should not sign any agreement/contract with the Foundation, rather that should be left to the H-tax grant manager.

Charles Weber made a motion seconded by John to move into Executive Session to discuss the contract.

Charles made a motion seconded by Margaret DuBard to come out of Executive Session. Members received legal advice; no actions were taken in Executive Session.

John made a motion to send a letter from Carol requesting the County Administrator charge the Hospitality Tax Grant Manager with administering the \$75,000 RCCC funds. Charles seconded the motion which was unanimously approved.

Treasurer's Report

Virginia Sanders referred everyone to their copies of the financial report. Nancy reported Ted Hopkins asked if his final easement payment (\$41,833 due October 2017) for the Pincushion property could be made early. An invoice has been processed to Accounts Payable to accommodate his request.

Conservation Manager's Report

Pinewood Lake Park

Quinton stated he and Virginia plan to meet with Ms. Hart soon to clarify RCCC's role and efforts to enhance the park. Sam asked about the dam ownership but Pinewood Lake Foundation has not requested the county to accept a transfer of ownership.

Strategic Plan

The RFP evaluation team selected CC. Bozard to create the long range strategic plan for RCCC. The contract is being reviewed by the Legal Department. Richland Soil and Water Conservation District has also approved the Bozard proposal so both entities will benefit from having the same consultant.

Conservation Committee Report

John referred members to the draft Conservation Easement Strategic Plan which received input from committee members and staff. The intent of the plan is to identify priority watersheds in the county using criteria established by the Green Infrastructure plan. Six priority areas were selected; parcels will be identified and interested landowners will be contacted in each area

over time. John moved, seconded by Charles to approve the plan which was approved unanimously. John made a second motion to approve Sandy Branch as the first priority watershed. Charles seconded the motion which also carried unanimously.

The Hopkins Magistrate is interested in building new offices and a court on a county-owned tract that is part of the Cabin Branch property. Although the Conservation Committee was concerned this would set a poor precedent for conservation property management, it was recognized that this is a logical place and should only take up a few acres of the tract. Zoning would need to be changed. John advised sharing the Lower Richland Tourism Plan with the interested parties to make them aware of the opportunities in this location. Quinton will talk with the Judge at tomorrow's council meeting to further gauge their interest.

Conservation Coordinator's Report

Lower Richland Tourism Plan

The Asakura Robinson's Lower Richland Tourism Plan draft final report has been received. Nancy referred members to their copy of the report to take home and study. Recommendations are broken down into three major capital projects. The plan illustrates how to connect hubs, gateways, corridors, and points of interest. A meeting will be scheduled with councilmembers Norman Jackson and Dalhi Myers to discuss the recommendations, followed by a video conference for Commission and steering committee members to discuss and give feedback. Once the document is finalized there will be a public release of the report.

Grant Updates

Final reports have been submitted with the exception of the Blythewood Historical Society who have their final grant related event this week. RCCC members are invited to tour the Blythewood grant projects on Thursday, June 22 to view the restored corn crib and the new bee course at Camp Discovery and see the quilt exhibit at the Blythewood Historical Society. The grand opening of Owens Field is scheduled for Saturday, July 15.

The meeting was adjourned at 5:10pm.

Respectfully submitted,

Charlie Fisher, Administrative Assistant

Quinton Epps

From: Quinton Epps
Sent: Tuesday, October 10, 2017 1:52 PM
To: Tracy Hegler
Subject: follow-up to our meeting - RCCC H-tax motion
Attachments: RCCC Minutes 19 June 2017 H-tax.pdf

Tracy,

See attached motion. Since we were working towards getting this completed through our administrative channels, I have asked Carol if she would hold off on the letter until we could determine our direction from these efforts. Let me know if you need any additional info and thanks,

Quinton Epps, Manager
Richland County Conservation Division
2020 Hampton St, Room 3036A
Columbia, SC 29204
epps@rcgov.us
803-576-2082

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RICHLAND COUNTY
Conservation Commission

2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes
June 19, 2017

Attendance:

Members present: Carol Kososki, Charles Weber, Virginia Sanders, Lee Rambo, John Grego, Margaret DuBard, Jennifer Carter, Sam Holland, and Becky Bailey via telephone

Absent: Jim Thomas, Glenice Pearson

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Ken Driggers, Contract Legal Counsel

Chair, Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm.

Approval of Agenda and Minutes

John Grego made a motion to approve both the agenda and the May 15th minutes. Sam Holland seconded the motion. Motion carried

Report of the Chair

Carol thanked RCCC members and staff who participated in the budget process by attending work sessions and the 2nd and 3rd readings of the FY18 budget. Administration approved \$143,988 for one position and operation and maintenance at Pinewood Lake Park and other conservation properties but funded it with the Commission's 1/2 mil. This creates a shortfall for acquisition and professional services, restricting RCCC programs in FY18. Councilman Chip Jackson made a motion on May 30th during 2nd reading to use \$143,988 from the General Fund for Pinewood Lake Park which passed.

Under second reading for grants on May 25th, Councilman Norman Jackson moved to allocate \$150,000 from Hospitality tax to Pinewood Lake Foundation (PLF). Councilman Seth Rose made a substitute motion to give RCCC \$75,000 from H-tax which passed. Mr. N. Jackson was not pleased and said he felt he had been misled by RCCC. As a result of his concerns, Councilwoman Myers moved that the \$75,000 in H-tax funds going to RCCC should be passed through to PLF for promotional activities, which was approved.

Conserving Richland County's Natural and Historic Legacy

In between second and third reading Mr. N. Jackson requested a total budget for the park; County Administrator Gerald Seals said it should come from RCCC members, not staff. A conference call was held on June 5 and a revised budget for Pinewood Lake Park was approved with an increase of \$88,334 for more personnel and operating expenses. Mr. Seals forwarded it to Council but nothing was mentioned at third reading about the revised budget. Mr. N. Jackson allocated an unknown amount of his discretionary H-tax funds to Pinewood Lake Foundation. A request has been made to the Clerk of Council to review the meeting's minutes to determine how much PLF will receive in H-tax funds. Carol expressed her belief that RCCC should not sign any agreement/contract with the Foundation, rather that should be left to the H-tax grant manager.

Charles Weber made a motion seconded by John to move into Executive Session to discuss the contract.

Charles made a motion seconded by Margaret DuBard to come out of Executive Session. Members received legal advice; no actions were taken in Executive Session.

John made a motion to send a letter from Carol requesting the County Administrator charge the Hospitality Tax Grant Manager with administering the \$75,000 RCCC funds. Charles seconded the motion which was unanimously approved.

Treasurer's Report

Virginia Sanders referred everyone to their copies of the financial report. Nancy reported Ted Hopkins asked if his final easement payment (\$41,833 due October 2017) for the Pincushion property could be made early. An invoice has been processed to Accounts Payable to accommodate his request.

Conservation Manager's Report

Pinewood Lake Park

Quinton stated he and Virginia plan to meet with Ms. Hart soon to clarify RCCC's role and efforts to enhance the park. Sam asked about the dam ownership but Pinewood Lake Foundation has not requested the county to accept a transfer of ownership.

Strategic Plan

The RFP evaluation team selected CC. Bozard to create the long range strategic plan for RCCC. The contract is being reviewed by the Legal Department. Richland Soil and Water Conservation District has also approved the Bozard proposal so both entities will benefit from having the same consultant.

Conservation Committee Report

John referred members to the draft Conservation Easement Strategic Plan which received input from committee members and staff. The intent of the plan is to identify priority watersheds in the county using criteria established by the Green Infrastructure plan. Six priority areas were selected; parcels will be identified and interested landowners will be contacted in each area



March 1, 2018

Mr. Gerald Seals
County Administrator
Richland County
P.O. Box 192
Columbia, SC 29202

RE: Pinewood Lake Cease and Desist Letter on Feb. 20, 2018 and Feb 21, 2018

Dear Mr. Seals:

Chao and Associates acknowledges receiving your letters dated February 20 and February 21, 2018. Based on the February 21 letter, I understand that the Pinewood Lake Park Project is on hold. However, the February 20 letter indicates that Chao and Associates' Master Agreement and this Project have been terminated. At this point, I am not clear on the County's intentions.

As always, we want to work with the County to do what is best for the County in accordance with our contract; however, your letters contain several misunderstandings, discrepancies and statements that are unclear. The purpose of this letter is to offer clarification and request further discussion.

As a respected firm within this industry and community, please note that at no time has Chao and Associates acted inappropriately or outside the scope of its duties on this project. We take our work and reputation seriously and always strive to act in a manner that is beyond reproach. In this is case, I believe we have not fallen short of that goal.

I am hopeful that we can resolve this matter and restore a positive relationship that does not have to end in termination of our Master Agreement and the Project.

It is important that you and all members of Council understand the history of this project. Please allow me to outline the history in an accurate and orderly manner.

April 2015

Chao submitted the Phase II Preliminary Cost Estimate, "with each component separately itemized" as required by the Master Agreement. The cost of the land acquisition was itemized on the cost estimate, along with other itemizations.

May 29, 2015

We submitted a revised Cost Estimate, (attachment 1) which is the basis for the Phase II project (attachment 2). The same line item for land acquisition was included.

September 30, 2016

We received the Notice-To-Proceed to construct Phase II Pinewood Lake as a design-build project. Even though the Purchase Order was not issued at that time, Chao and Associates



began work immediately because the project had to be completed in 15 months. Please note that the Community Building was the critical path of the project and the design and construction of the building could not be started until the land was purchased.

October 10, 2016

We sent our first email to Chad Fosnight, the County Project Manager. We addressed the need to acquire the property timely to facilitate the design/construction of the community building. He acknowledged that the land needed to be purchased but he seemed uncertain about how to handle that requirement and would seek further guidance (attachment 3). From that day, we repeatedly communicated with the County asking for direction on the land purchase. Despite no official direction being given, Mr. Fosnight provided names of acceptable appraisers. With this information, we proceeded with having the property appraised.

February 24, 2017

After a 5-month delay, the Purchase Order was issued. At that time, the property had been appraised and Chao was preparing for the purchase of the property. The only information needed was how the County wanted to handle the purchase.

March 8, 2017

We emailed Chad Fosnight about the property appraisal and indicated that we could request funds from the County to purchase the property. We received no objection to this.

March 20, 2017

We submitted an invoice for the land acquisition. The invoice clearly indicated that the billing was for the land purchase. No questions were raised by the County.

April 11, 2017

The invoice was paid.

June 19, 2017

Even though we had continued communication on the process to purchase the land, a definitive decision about the process was never relayed to us in writing. On June 19, we received verbal authorization from Chad Fosnight to proceed with the land purchase.

June 20, 2017

We proceeded with the purchase of the land, with the funds that the County previously remitted to us.

From then on, Chao continued performing architectural and engineering services. We submitted invoices 1 through 6 (revised), which is dated February 14, 2018.

We hope our summary, breakdown by date, and attached documents show that:

- a) the County was aware of the land acquisition since the inception. The land purchase and payment to Chao was discussed with the County for over 10 months and was not an error;
- b) Chao did not act unilaterally or recklessly in purchasing the land. In addition, Chao never claimed to be the Agent of the County. We simply acted according to the turn-key design-builder's responsibility to complete the project in accordance with our contract; and
- c) the contract extension was discussed and agreed to by County staff. The delays on the project occurred through no fault of Chao's; therefore, the extension was proper.



The land acquisition was an integral part of delivering this project since it was on the critical path for the design and construction of the Community Building. The design of the Community Building was being developed as the land acquisition issue was being discussed however the actual site adaptation could not proceed without the land and therefore delayed the completion of the construction documents, permitting and of course the actual construction of the building.

Invoices

Your letters indicate that Chao is owed \$86,550.98. Our records indicate that Chao is owed \$276,682.04. The invoices submitted are as follows:

Invoice 1- 3/20/17- \$186,375.85
Invoice 2- 4/17/17- \$28,170.73
Invoice 3- 6/19/17- \$152,926.82
Invoice 4- 7/14/17- \$20,121.95
Invoice 5- 9/28/17- \$34,233.91
Invoice 6 (revised) 2/14/18 \$222,326.18

Total Billed - \$644,155.44
Less Payments received- \$367,473.40
Total due- \$276,682.04

We understand that the County may continue with putting this project on hold or even terminating it. If either decision is made, it is our desire to convey the property to the County. However, we are willing to credit the County \$126,010.00 for the property now and have the County pay for the property when the Community building is constructed. With the credit for the property, Chao is owed \$150,672.04 for services rendered on the project.

We are open to discussing these options and any other reasonable resolution to bring this matter to an amicable close that preserves both organizations.

Allow me to conclude by stating that Chao and Associates has been providing Engineering Services for the County for over 20 years. We have enjoyed the professional relationship and would like to do whatever we can to maintain it. Please review the information provided and we will be happy to supplement any information you may need. We are looking forward to hearing from you.

Sincerely,
Chao and Associates, Inc.

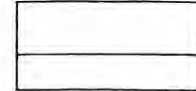


C. Jimmy Chao, PE
President

cc. Members of Richland County Council
Larry Smith, County Attorney
Sandra Yudice, Ph.D., Assistant County Administrator
Janelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting
Carol Kososki, Chair, Richland County Conservation Commission
Bob Fuller, Esquire.



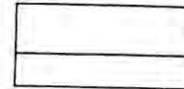
Pinewood Lake Park Phase II



Date: May 29, 2015

Description	Est. Qty	Unit	Unit Cost	Total
Docks and Trails				
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000
Community Pier	1	ea	\$235,000	\$235,000
Docks	2	ea	\$47,000	\$94,000
New Asphalt Trails	960	lf	\$53	\$50,880
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320
Concrete Sidewalks	620	lf	\$59	\$36,580
Pave Gravel Parking Area	1354	sy	\$14	\$18,956
	Total Pond and Trails			\$1,357,736
Existing Structures				
Repurpose Existing House	1	ls	\$117,500	\$117,500
Historical/Educational Allowance	1	ls	\$141,000	\$141,000
Furniture Allowance	1	ls	\$110,000	\$110,000
Existing Auxiliary Buildings Repairs	4263	sf	\$65	\$277,095
	Total Exist Structures			\$645,595
New Structures				
Picnic Shelters	3	ea	\$58,750	\$176,250
Fish Cleaning Stations	2	ea	\$5,875	\$11,750
Amphitheater	1	ea	\$235,000	\$235,000
Restroom Buildings	2	ea	\$75,000	\$150,000
Community Building Multipurpose	12000	sf	\$176	\$2,112,000
	Total New Structures			\$2,685,000
Perimeter and Vehicular Access				
Install Misc Site Lighting	1	ls	\$58,750	\$58,750
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200
Playground Equipment	1	ls	\$35,250	\$35,250
Ent/Parking/Drive Community & Theatre	1	ls	\$211,500	\$211,500
Land Acquisition	4	ac	\$35,250	\$141,000
	Total P&VA			\$537,700
Miscellaneous				
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938
Benches/Tables	10	ea	\$588	\$5,880
	Total Miscellaneous			\$296,693
Subtotal				\$5,522,724
A & E Fees (11%)				\$607,500
Construction Manage/Profit (12%)				\$662,727
Grand Total				\$6,792,951

Pinewood Lake Park Phase II Final



Date: Oct 7, 2016

Description	Est. Qty	Unit	Unit Cost	Total	Pro Rated (.6625)
Docks and Trails					
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000	\$ 560,433.90
Community Pier	1	ea	\$235,000	\$235,000	\$ 155,676.08
Docks	2	ea	\$47,000	\$94,000	\$ 62,270.43
New Asphalt Trails	960	lf	\$53	\$50,880	\$ 33,705.53
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320	\$ 50,558.29
Concrete Sidewalks	620	lf	\$59	\$36,580	\$ 24,232.47
Pave Gravel Parking Area	1354	sy	\$14	\$18,956	\$ 12,557.43
Total Pond and Trails				\$1,357,736	\$ 899,434.13
Existing Structures					
Repurpose Existing House	1	ls	\$117,500	\$117,500	\$ 77,838.04
Historical/Educational Allowance	1	ls	\$141,000	\$141,000	\$ 93,405.65
Furniture Allowance	1	ls	\$110,000	\$110,000	\$ 72,869.66
Existing Auxilliary Buildings Repairs	4263	sf	\$65	\$277,095	\$ 183,561.97
Total Exist Structures				\$645,595	\$ 427,675.32
New Structures					
Picnic Shelters	3	ea	\$58,750	\$176,250	\$ 116,757.06
Fish Cleaning Stations	2	ea	\$5,875	\$11,750	\$ 7,783.80
Amphitheater	1	ea	\$235,000	\$235,000	\$ 155,676.08
Restroom Buildings	2	ea	\$75,000	\$150,000	\$ 99,367.71
Community Building Multipurpose	12000	sf	\$176	\$2,112,000	\$ 1,399,097.39
Total New Structures				\$2,685,000	\$ 1,778,682.05
Perimeter and Vehicular Access					
Install Misc Site Lighting	1	ls	\$58,750	\$58,750	\$ 38,919.02
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200	\$ 60,415.57
Playground Equipment	1	ls	\$35,250	\$35,250	\$ 23,351.41
Ent/Parking/Drive Community & Theatre	1	ls	\$211,500	\$211,500	\$ 140,108.47
Land Acquisition	4	ac	\$35,250	\$141,000	\$ 93,405.65
Total P&VA				\$537,700	\$ 356,200.13
Miscellaneous					
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875	\$ 97,297.55
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938	\$ 95,351.93
Benches/Tables	10	ea	\$588	\$5,880	\$ 3,895.21
Total Miscellaneous				\$296,693	\$ 196,544.70
Subtotal				\$5,522,724	\$ 3,658,536
A & E Fees				\$607,500	\$ 402,439
Construciton Manage/Profit				\$662,727	\$ 439,024
Grand Total				\$6,792,951	\$ 4,500,000

Gerald Lee

From: Chad Fosnight <FosnightC@rcgov.us>
Sent: Monday, October 10, 2016 11:32 AM
To: Gerald Lee; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Gerald,

I'm fine with this schedule. Let's keep the schedule though as the executed NTP states a completion date of 12/31/17. We need to discuss how we are handling the land acquisition and the temporary bridge, particularly as it relates to responsibilities. In your role as the Design/Builder, are you taking the lead in these discussions? I see both of these as being some of the biggest hurdles on the schedule. Let's work through lines of responsibility early so that there are no misunderstandings later.

Please keep me updated on all progress and include me on all meeting invitations as I will be providing regular updates to the County Administrator on this project.

Respectfully,

Chad D. Fosnight
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street
Suite 4058
Post Office Box 192
Columbia, South Carolina 29202
(803) 576-3584 Office
(803) 394-7296 Cell
fosnightc@rcgov.us



From: Gerald Lee [<mailto:GeraldL@chaoinc.com>]
Sent: Wednesday, October 05, 2016 6:01 PM
To: Chad Fosnight; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Chad, attached is the requested schedule. The critical path will be the community building obviously. Let me know if you have any questions.

Gerald A. Lee, PE
GERALDL@CHAOINC.COM



2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes
February 25, 2018

Attendance:

Members present: Carol Kososki, Charles Weber, John Grego, Virginia Sanders, Jim Thomas, Sam Holland, Margaret DuBard, and Glenice Pearson via telephone

Absent: Jennifer Carter, Lee Rambo
District 7 Vacant

Others present:

Quinton Epps, Conservation Division
Nancy Stone-Collum, Conservation Division
Charlie Fisher, Conservation Division
Ken Driggers, Legal Counsel
Tracy Hegler, Community Planning & Development Department
Meghan Sullivan, Community Planning & Development Department
Colleen Bozard, CC Bozard Consulting
Anne Sinclair, CC Bozard Consulting

Chair Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm without a quorum.

Report of the Chair

Carol passed around a *Columbia Star* news article that began with County Council's proclamation honoring Becky Bailey for 19 years of dedication and service to RCCC. John Grego mentioned the policy of planting a tree in Becky's honor. The Conservation Committee is charged with deciding where to plant the tree.

Treasurer's Report

Virginia Sanders referred everyone to the financial reports in their packets. Carol said the new budget report showing funding sources was a great addition. Carol directed staff to obtain RCCC's fund balance from the Finance Department June 30, the end of the fiscal year.

Quorum reached with Glenice via telephone

Strategic Plan

Colleen Bozard explained the draft strategic plan is the result of several steps that culminated with RCCC's retreat where goals and strategies were developed. Staff and the Planning Committee have commented on the plan. Once the strategic plan is adopted, operational plans for yearly implementation will be provided to the various committees to complete. Glenice Pearson asked how Ken's memo on Dr. Donaldson's report was addressed; Colleen replied that Goal 2 incorporated most of his points. Glenice stated she'd like for RCCC to consider its role in telling the county's history and that the ordinance may need to be revisited. Carol said she thought the strategic plan should be reviewed at least quarterly. She congratulated Bozard Consulting on doing a wonderful job and said she was very pleased with the established goals.

Anne Sinclair suggested setting a deadline for the operational plans, carefully considering what is realistic to accomplish. For example, creating baseline data this year would be an important first step. Charles Weber asked if the plan was a one-shot plan (at the end of five years, create a new plan) or a rolling plan (at the end of a year, adding another year so there is always a five-year period). Colleen replied that at the end of the five years, another plan should be developed.

John made a motion seconded by Jim Thomas to accept the final draft of the strategic plan. Motion carried unanimously. Tracy added that the strategic plan is complimentary to the Renaissance Plan. RCCC will receive the operational plan format within the next week. Anne said she will be meeting with the Conservation District and RCCC to discuss potential synergies. The strategic plan will be sent to Administration and Council for information.

Executive Session

Charles made a motion seconded by Virginia to go into Executive Session to discuss legal matters regarding Pinewood Lake Park Foundation (PLPF).

Charles made a motion to come out of Executive Session. Virginia seconded the motion which carried. No actions were taken in Executive Session.

Charles made a motion seconded by Sam Holland to approve the memorandum to Richland County Council from RCCC titled Pinewood Lake Facility – Phase 2. Virginia and Ken Driggers clarified the RCCC position is that county ownership of the dam and its repair should be the top priority for Phase 2 expenses. The motion was approved unanimously.

Charles moved to approve the document titled Statement of Operations Pinewood Lake Facility. The memo set out the basis for how RCCC will manage the park as instructed by County Council. Virginia informed RCCC she cannot go along with this motion due to its unfairness to PLPF. Glenice also asked for a statement showing compassion for the organization. Charles raised a point of order that this was not a time for discussion since the motion hadn't been seconded. John seconded the motion. Discussion continued. In response to a request for a cover letter for PLPF, John pointed out instances of accounting irregularities and that they'd received hundreds of thousands of dollars to run the park the last three years.

Charles called for the question and then asked for a division vote. A show of hands resulted in six in favor with Virginia and Glenice abstaining.

Charles then made a motion to approve the proposed Agreement between Richland County, SC and PLPF; Jim Thomas seconded the motion. John indicated he felt the language was stronger than normal but was needed due to confusion about roles and responsibilities. Virginia was distressed with the treatment of PLPF in the agreement. Charles called for the question. Six members voted to approve the motion with Virginia opposed and Glenice abstaining. Charles took a point of personal privilege to say these votes provided much needed clarity and leave room to move forward and to improve things. Today's votes were important to protect RCCC. He challenged members to be open and sensitive to those things we can do better going forward.

Nancy provided committee grant applications and will provide dates for the presentations and evaluation. She reminded members of the Hollywood-Rose Hill plaque unveiling on Tuesday and the legislative reception on Wednesday.

The meeting was adjourned at 5:05 pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant

Quinton Epps

From: Tracy Hegler
Sent: Tuesday, March 13, 2018 2:27 PM
To: Quinton Epps; ken@kendrigger.com
Subject: FW: Pinewood Lake Park Foundation
Attachments: Invoice for Bathroom Cleaning.pdf

FYI

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: Tracy Hegler
Sent: Tuesday, March 13, 2018 11:39 AM
To: liewendelyn hart (liewendelynhart@gmail.com)
Cc: GERALD SEALS; carolk2005@gmail.com
Subject: RE: Pinewood Lake Park Foundation

Good morning, Ms. Hart

I have completed my review of the invoice you submitted for bathroom and main house cleaning (attached) and have determined I am not authorized to pay it, as presented. Doing so would be improper and would violate County policy. Please note the following reasons it would violate County policy:

- I am only in receipt of an invoice; it is without documentation of services rendered and proof of payment. As this is intended to be a reimbursement, those items are critical. Documentation of services rendered would include such things as date and time of cleanings, the name and hourly rate of the person performing the work and precisely what work was performed.
- There is no proof competitive bids were sought, consistent with County Procurement requirements. Further compounding this concern is information I have suggesting the same work could be done for substantially less expense; the costs you presented are upwards of six times the amount I was quoted by a cleaning company.
- The decision to perform the work being charged was a unilateral one, not backed by Council directive or Administrative implementation.

To the last point, I requested documentation of expenses you incurred while maintaining County-owned facilities in good faith to reimburse you for such actions. However, the documentation you presented is not sufficient to prove a prudent use of taxpayers' funds.

Please let me know if you have any questions.

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: Tracy Hegler
Sent: Tuesday, February 06, 2018 4:58 PM
To: 'liewendelyn hart'
Subject: RE: Pinewood Lake Park Foundation

Thank you, Ms. Hart. I will review.

Also, I am still reviewing minutes Quinton typed up from our last meeting. They will be forthcoming in the next couple days.

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: liewendelyn hart [<mailto:liewendelynhart@gmail.com>]
Sent: Tuesday, February 06, 2018 1:27 PM

To: Tracy Hegler

Subject: Pinewood Lake Park Foundation

INVOICE

CAROLINA CONSULTANTS GROUP LLC

TO: Richland County Conservation Commission

JOB DESCRIPTION

Clean main house and public restrooms twice weekly from July 1, 2017 through January, 2018

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

July: Clean main House twice weekly at \$500/week	\$2,000.00
August	2,500.00
September	2,000.00
October	2,500.00
November	2,000.00
December	2,000.00
January	2,000.00
TOTAL ESTIMATED JOB COST	\$15,000.00

This agreement approved by the Board for continuous maintenance. This invoice is for completing the job described above, based on our evaluation does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

PREPARED BY

DATE

8/5/2018