

RICHLAND COUNTY

COUNTY COUNCIL AGENDA



Tuesday, MARCH 05, 2019

6:00 PM



Richland County Council
Regular Session
March 05, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston,
Chair Richland County Council
2. **INVOCATION** The Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** The Honorable Joyce Dickerson
4. **PRESENTATION OF RESOLUTIONS**
 - a. Resolution Recognizing March as Bleeding Disorders Awareness Month The Honorable Paul Livingston
5. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Regular Session: February 19, 2019 [PAGES 12-34]
 - b. Zoning Public Hearing: February 26, 2019 [PAGES 35-36]
6. **ADOPTION OF AGENDA** The Honorable Paul Livingston
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Personnel Matter: County Administrator Search
 - b. Legal Update: Richland County vs. Program Development Team (PDT) - Mediation
 - c. Pending Litigation: SC Dept. of Revenue vs. Richland County

- d. Contractual Matter: Richland County vs. City of Columbia
- e. Contractual Matter: Cedar Cove/Stoney Point Sewer Project
- f. Transportation Penny Program Path Forward

8. CITIZENS' INPUT

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

9. CITIZENS' INPUT

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

10. REPORT OF THE INTERIM COUNTY ADMINISTRATOR

Edward Gomeau,
Interim County Administrator

- a. Presentation of the FY18 CAFR [PAGES 37-44]
- b. Biennium Budget II Calendar [ACTION] [PAGES 45-46]
- c. Upper Township Magistrate Brick Options [ACTION] [PAGES 47-58]
- d. Solid Waste - Waste Tire Grant [ACTION] [PAGES 59-72]
- e. Allen-Benedict Court Relief Effort [ACTION] [PAGES 73-95]
- f. FY 2019 Countywide Audit Engagement Letter [ACTION] [PAGES 96-112]
- g. Transportation Penny Program Path Forward [ACTION]
- h. Introduction of Assistant County Administrators

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk of Council

- a. Upcoming Penny Tax Project Public Meeting:
 - a. Broad River Corridor Neighborhood Improvements, March 7, 5:00 - 7:00 PM, Virginia Wingard United Methodist Church, 1500 Broad River Road
 - b. Engage Richland:
 - a. Tour of Alvin S. Glenn Detention Center, March 7, 6:30 - 8:00 p.m., 201 John Mark Dial Dr.

b. From Child Safety to Criminal Investigations - The Many Roles of Your Coroner's Office, March 14, 6:00 - 8:00 p.m., 6300 Shakespeare Rd.

c. REMINDER: Columbia Museum of Art's "The Gala", March 9, 7:00 - 11:00 p.m., 1515 Main Street

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Personnel Matter: County Administrator Search
- b. Contractual Matter: Richland County vs. City of Columbia
- c. Discussion: "To Be Determined" 2019 Committees [PAGE 113]

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance

14. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund [THIRD READING] [PAGES 114-116]
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance [THIRD READING] [PAGES 117-119]

- c. 18-042MA
Cynthia Watson
RS-HD to MH
Bluff Road
TMS # R16103-05-03 [SECOND READING] [PAGES 120-121]
- d. 18-048MA
James A. Kassler
RU to NC (1 acre)
3970 Leesburg Road
TMS # R25000-01-40 [SECOND READING] [PAGES 122-123]
- e. I move that Richland County establish an Ordinance and/or Ordinance language revision to mirror or replicate that of the City of Columbia to reduce or eliminate the public safety concerns particularly with regard to those businesses that have had shootings on their business premises... [MANNING and KENNEDY] [FIRST READING] [PAGES 124-127]
- f. Public Works: Medium Bulldozer procurement [PAGES 128-129]
- g. Public Works: Asphalt Patch Truck procurement [PAGES 130-132]
- h. Utilities: Award of contract for SCADA System Upgrade [PAGES 133-138]
- i. Alvin S. Glenn Detention Center: Award of Contract for Inmate Healthcare [PAGES 139-142]

15. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [PAGES 143-147]

16. SECOND READING ITEMS

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund [PAGES 148-150]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [FIRST READING] [PAGES 151-210]
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County and Project ES, including a negotiated fee in lieu of ad valorem tax and special source revenue credits arrangement; identifying the project; and other matters related thereto [PAGES 211-213]

18. REPORT OF RULES & APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Hospitality Tax - Three (3) Vacancies (Two applicants must be from the Restaurant Industry)
 - a. Debora D. Lloyd [PAGES 214-215]
- b. Accommodations Tax - One (2) Vacancy (applicant must have a background in the Cultural Industry)
 - a. Anthony Lewis [PAGES 216-217]
- c. Employee Grievance - Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates)
 - a. Jeffrey Walker [PAGES 218-220]
 - b. Susan Haurston-Hunt [PAGES 221-222]

19. TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Trenholm Acres/Newcastle Neighborhood Improvement Project [PAGES 223-241]
- b. Shop Road Extension Phase 2 [PAGES 242-245]

- c. Blythewood Area Improvements (McNulty Street Improvements) [PAGES 246-251]
- d. Approval of Percival Road Sidewalk Service Modification [PAGES 252-259]
- e. Approval of Decker Blvd/Woodfield Park Neighborhood Improvement Project landscaped medians and driveway closures [PAGES 260-262]
- f. Approval of Blythewood Road Widening Shared Use Path Maintenance Agreement with SCDOT [PAGES 263-264]
- g. Approval of Blythewood Area Improvements: Town of Blythewood Priorities Resolution [PAGES 265-279]
- h. Approval of Atlas Road Widening SCE&G Utility Agreement [PAGES 280-284]
- i. Approval of Shop Road Widening Termini Change from South Beltline to Mauning Drive [PAGES 285-288]
- j. Approval of Service Order: Clemson/Sparkleberry Intersection [PAGES 289-312]
- k. Approval of Service Order: Broad River Road Widening [PAGES 313-322]
- l. Approval of Award Letter Recommending to Award Bid: Broad River Neighborhood Improvement Project [PAGES 323-325]
- m. Approval of Award Letter Recommending to Award Bid: Dirt Road Package I [PAGES 326-328]
- n. Approval of Award Letter Recommending to Award Bid: Southeastern Neighborhood Improvement Program [PAGES 329-331]
- o. Approval of Calhoun Road Diet Executive Summary and recommendations [PAGES 332-360]
- p. Approval of Jushi Letter Request for Extension [PAGE 361]

20. OTHER ITEMS

- a. A Resolution to appoint and commission Ashley Amber Rose Crawford as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County {ANIMAL CARE} [PAGE 362]

21. EXECUTIVE SESSION

22. MOTION PERIOD

a. I move to direct the County Administrator to solicit proposals for a survey to residents of Richland County. The purpose of the survey will be to help the County strategically plan for the future as they continue to grow and meet new challenges. The survey will also assist elected officials, as well as County administrators, in making critical decisions about prioritizing resources and helping set the direction for the future of the County. The survey will gather and analyze input and data from residents on service quality, priorities and overall performance and satisfaction with County services.

The Honorable Joe Walker

b. Motion: Investing in Richland County Citizens through Workforce Development and Equal Employment Opportunities - I move that Richland County Administration and its Office of Economic Development work in collaboration with Midlands Technical College to explore the implementation of a Richland County Workforce Development & Employment Initiation (WDEI). The initiative should include a Summer Youth Employment Program and will address employment and other economic development opportunities for disadvantaged and underserved communities of Richland County. The WDEI would address employability skills, support services, on the job training and job placement for unemployed and underemployed adults and youth residing in Richland County. The WDEI should also involve other county, state, public and private entities located in Richland County to maximize employment opportunities and a better quality of life for all of Richland County citizens.

The Honorable Yvonne McBride

c. I Move that Richland County remove the salary history question on employment applications in an effort to ensure fair hiring practices. The mandated change should apply to employment applications in print and online and the salary history question should also be removed from verbal interviews and employment screenings.

The Honorable Allison Terracio

d. I move that Richland County Council secure the services of a public relations firm to, among other things, assist Council as a whole and its individual members in informing the media and general public of the body's collective work and activities and community engagements of individual members. A public relations contractor will complement the work of the Clerk's Office, as well as the Public Information Office, which promotes activities of the entire County organization; while a public relations firm will focus solely on Council

The Honorable Joyce Dickerson

and its members. The assistance of a contractor will ensure Council abides by state law in its interactions with staff, as the nature of public relations assistance can involve individual requests or directives to staff, which falls outside the authority of individual members.

23. 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
February 5, 2019 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker III

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Nathaniel Miller, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Michael Niemeier, Janet Claggett, Quinton Epps, Edward Gomeau, Shahid Khan, Ismail Ozbek, Geo Price, Michelle Rosenthal, Cheryl Cook, Bryant Davis, Christine Keefer, Dale Welch, Jeff Ruble, Nancy Stone-Collum, Jeff Kososki and Tommy DeLage

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Yvonne McBride
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Yvonne McBride
- POINT OF PERSONAL PRIVILEGE** – Ms. Kennedy expressed her gratitude to everyone for their support following the death of her brother.
4. **PRESENTATION OF RESOLUTIONS**
 - a. **Resolution honoring Ms. Margaret DuBard’s service to Richland County and the Conservation Commission [DICKERSON]** – Ms. Dickerson presented Ms. DuBard with a resolution in recognition of her service on the Conservation Commission. Ms. Dickerson also introduced Mr. Tim McSwain, Ms. DuBard’s replacement on the Conservation Commission.
 - b. **Resolution Honoring Columbia-Richland Fire Chief Aubrey Jenkins on his 40th Anniversary with the Columbia-Richland Fire Service [LIVINGSTON]** – Mr. Livingston presented Chief Jenkins with a resolution and photograph in recognition of his 40th Anniversary with the Columbia-Richland Fire Service.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson expressed his appreciation for the way Chief Jenkins has handled himself during the Allen Benedict Court tragedy. He stated it would have been so easy for individuals, who may be being accused of not doing their job, to retaliate in kind. The way Chief Jenkins handled the negativity that directed at him was in the most professional and positive manner, and never losing sight of the fact that people lost their lives. And, moving forward what could be done to correct that

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and make sure it did not happen again. In areas where he was not personally, nor was his staff, responsible for doing things, they took it upon themselves, going forward, to do it so that this never happens again. Sometimes that gets lost because we debate about who should have done what, and we do not recognize that here is group of individuals that said, "We do not want this to ever happen again to our citizens; therefore, we are going to do whatever is necessary, regardless of whose role it is, or should be. We are going to take upon ourselves to do it."

5. **APPROVAL OF MINUTES**

- a. Regular Session: February 5, 2019 – Ms. Newton moved, seconded by Ms. Myers, to approve the minutes as distributed.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

6. **ADOPTION OF THE AGENDA** – Mr. Jackson moved, seconded by Ms. Myers, to add the Blythewood Industrial Site item, discussed during Council's work session and the Economic Development Committee, to the agenda for action.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. McBride, to remove Item 18(g): *"According to information provided for the 2019 Council Retreat, "On January 31, 2017, former County Administrator Gerald Seals advised the PDT that he could not recommend wage increases because the County did not grant cost of living increases to County personnel for 2016 and had not considered pay increases for County personnel for 2017." I move that Council be provided the answer to the following question: Did the County Transportation Staff get the 2% pay raise last month (January 2019) [MANNING]"* from the agenda.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Mr. Walker moved, seconded by Ms. Myers, to adopt the agenda as amended.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

- a. Personnel Matter: Assistant County Administrators

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- b. Pending Litigation: Richland County vs. City of Columbia – Declaratory Judgment
 - c. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation
 - d. Contractual Matter: Cedar Cove/Stoney Point Sewer Project
 - e. Contractual Matter: Meeting with City of Columbia
 - f. Litigation Update: South Carolina Dept. of Revenue vs. Richland County
8. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – Mr. David Edmond spoke regarding the Richland County Election Commission being compensated for their service, and the County overseeing the Commission instead of the Legislature.

9. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda**

- a. Ms. Valerie Marcil spoke regarding the management of the Penny Greenway projects.
- b. Mr. Rob McCue spoke regarding the proposed massage ordinance amendment.

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

- a. Cedar Cove/Stoney Point Sewer Project – Mr. Gomeau stated we are requesting to start the funding process, which will take 5 weeks. If we hold off until a later time, it is going to delay this project even further. If the County Attorney informs us that we have reached a stalemate, we can stop the process. We have approval from DHEC.

Ms. Myers stated, for the record, this is the budget amendment for \$2.5 million that staff has requested.

Mr. Malinowski moved, seconded by Mr. Jackson, to begin the funding process.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker and Livingston

Opposed: Dickerson

The vote was in favor.

- b. 2019 Budget Calendar – Mr. Livingston stated he was informed by the Clerk of a potential conflict on May 23rd. The committee meetings and Zoning Public Hearing are scheduled on that date, and the budget calendar lists 2nd Reading of the Budget for 6:00 PM. He stated one option is holding 2nd Reading earlier in the day, if we do not want to change the date.

Mr. Malinowski stated another potential conflict is July 9th since there is already a Council meeting scheduled.

Ms. Terracio pointed out that the July 11th Budget Public Hearing is scheduled to take place after 3rd Reading of the Budget. She inquired if the meeting dates can be held this way or if they were out of

order.

Mr. Manning stated that Ms. Terracio is correct that the meetings have been scheduled out of order because we will have 3rd Reading on July 9th, and then the Public Hearing is scheduled 2 days after we have approved the budget.

Mr. Walker moved, seconded by Mr. Malinowski, to defer this item to the March 5th Council meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- c. Restructuring Ordinance – Mr. Gomeau stated, in April 2017, Council gave 3rd Reading approval to the organization restructuring ordinance. We are requesting Administration and Finance take up Phase II of the restructuring. The restructuring is outlined on pp. 47-48.

Mr. Malinowski moved, seconded by Mr. Walker, to approve staff's recommendation.

Mr. Manning inquired, for clarification, why this would not be coming through the recommendation of the Administration and Finance Committee, rather than in the Interim County Administrator.

Mr. Gomeau stated the 2nd Phase has not gone to the A&F Committee yet. The 1st Phase was approved by the Council, at the recommendation by the A&F Committee. We are asking for the 2nd Phase, with the changes that are indicated in the proposed ordinance, which is included in the agenda packet.

Mr. Manning made a substitute motion, seconded by Mr. Manning, to refer Phase II to the Administration and Finance Committee.

Ms. Myers stated, for clarification, that Mr. Manning's motion is to send this item to A&F and then bring the item back to full Council.

Mr. Manning stated his motion is that, if Phase I was vetted through the A&F Committee, and then came as an A&F recommendation to Council, that we would handle Phase II the same way we handled Phase I.

Mr. Walker inquired if there is any time sensitivity to this matter.

Mr. Gomeau stated, if we can get it to the February 26th Administration and Finance Committee, and then on to Council for First Reading on March 5th, Second Reading – March 19th, and Third Reading – April 3rd.

Ms. Newton stated, for clarification, her understanding is, this document was accepted as Phase I, and the request for approval is only for the changes that have been redlined in the document.

Mr. Gomeau responded in the affirmative.

Ms. Newton stated, for clarification, full Council has already reviewed the entire document, with those modifications. Given that this is a document that was previously approved, and we are

essentially being asked to approve minor word changes, that the whole Council has received in its packet, is it required this matter be sent to committee.

Mr. Livingston stated, it may not be required, but he has to take up the motion made by the Council member.

Mr. Malinowski stated, in response to Ms. Newton's question, there is a process that we usually follow, and he believes that is what Mr. Manning has provided us. In addition, there are references to specific sections in these changes, but when you go to the actual sections that were given, there are no changes. When it comes to A&F those changes need to be in those specific sections.

Ms. Terracio stated, regardless of whether or not we vote on this ordinance tonight, or send it to committee, she would respectfully request that we change the gender reference to non-gender specific (i.e. "Councilmember" instead of "Councilman").

In Favor: Malinowski, Jackson, Kennedy, Manning, Livingston and McBride

The vote in favor was unanimous.

- d. Personnel Matter: Assistant County Administrators – *This item was taken up in Executive Session.*
- e. Utilities Rate Study – Mr. Gomeau stated this item was discussed at the Retreat. It is the new rate schedule for the Utilities Division. In order for us to proceed with the budget for next year, we need to have a direction on the rate increase that we are proposing for the FY19-20. Without the rate increase, we are not going to be self-supporting. We are requesting adoption of the rate increase that was presented at the Retreat.

Mr. Walker moved, seconded by Ms. Terracio, to adopt the recommendation, as presented.

Ms. Myers stated, at the Retreat, we discussed some concerns with regard to a couple of years where there are extreme spikes. There was a request that we go back to the consultant to see if there was a way to level that out to protect constituents' ability to pay, and to make sure there were not dramatic spikes. She is favor of implementing the study, but her question is, have we refined it in the way that was discussed at the Retreat. If we have not, is there a mechanism that will allow you to do that over time, so we can provide citizens the assurance that there will not be dramatic peaks in the rates.

Mr. Gomeau stated when you tweak the model to do that you end up with a loss in particular year. You do not have enough revenue to cover it to try to make up for the loss. Subsequently, you are going to have additional increases in the following years, in order to do that. They did ask the Finance Director and Budget Manager to take a look at this to see if there were alternatives. One of the alternatives they came up with has a subsidy effect to it, which distorts the utility program standing on its own.

Ms. Hamm stated they did look at trying to not increase the rate as much, but there is not enough revenue to cover all the expenditures and needs for the system. An alternative they were looking at is a possible credit program, which would not cost the County very much. We could potentially offer a \$10 credit for up to 400 qualified low-income customers. The Lower Richland would only go up \$8/month; and the other ones would only go up \$1/month. Instead of going to \$55, it would go to \$45.

Ms. Myers inquired why would we have some rate payers whose rates would increase even with credit.

Ms. Hamm stated the Lower Richland rates are lower than Broad River, but now that they are combined their rates will go up to \$44 anyway. Legal has been researching the possibility of the County being able to provide this type of credit.

Ms. Myers stated she is very concerned with the spikes, which Mr. Jackson pointed out at the Retreat. She requested, when we look at the program, we make sure the way we draft it, drafts in fairness across the board.

Ms. Hamm stated we will have an application to apply, and we will have to look at all the aspects of it, but we think this would be the best deal. We would still get the revenue that we need to sustain the water and sewer system.

Ms. Myers thanked them for proactively looking at something that would meet the need without having to go back and expend additional money with Willdan.

Mr. Malinowski requested Legal give a detailed explanation because it has been his understanding that you cannot charge 2 rates for the same service. In addition, we are talking about raise prices on thousands of customers throughout Richland County, yet there is nothing in the agenda that shows what those rates will be and how much they will go up. He inquired how the public was able to look at this and know what their rate may be, so they could speak on this matter. He cannot support it because we have not given the public complete information.

Ms. Newton thanked staff for their proactive look into a subsidy. From a process prospective, we have been asked to approve the rate increase, yet there is pending information, in terms of what the subsidy might look like and how the program would work. Would we need an amended motion to get the additional information?

Mr. Gomeau stated for that portion of it, but the rate would not change. You cannot alter the rate. We have combine the systems, and we have the rates going forward. The rates will not change; it will be the subsidy that would offset the impact to a certain number of residents.

Ms. Newton inquired, if we approve the recommendation, as is, when will the rates take place.

Mr. Gomeau stated the new rates will go into effect July 1, 2019. The new budget is calculated, in terms of the anticipated revenues, against the expenditures. It is the first time we have a Waste Management Budget that pays for itself.

Mr. Jackson stated it is commendable the work staff has done, in terms of trying to address a very serious issue, and a very serious problem for a lot of people. For some of us, having a rate increase of that amount would make a minor dent in our household budget. For others it is going to significant. He is not blaming anyone for it because he understands the necessity, in order to be able to do what needs to be done. The only way you can do that is to generate revenue. Having said that, he is still very concerned that in a matter of 3 months there is going to be a drastic spike in the amount homeowners will have to pay for their utilities. He would like to make sure that between now and then that every effort is made to get as much information out as possible. Even though we may not want to enjoy the pain of how people will react to it, he thinks it is only fair to the public to make them aware, now, regularly, and often, between now and July, what they can plan to expect, so

they can start making adjustments in their household finances to accommodate this increase.

Mr. Walker stated, at this point, given the information about the potential subsidies, he would either like to amend the motion, or make a substitute motion, to include the subsidy program.

Mr. Livingston stated, if the subsidy program is not a part of the Administrator's recommendation, we need to amend the motion.

Mr. Gomeau stated the subsidy program is not a part of the recommendation. All they are asking for is approval of the rates. Council can add the subsidy onto it because that money is not coming from the Utilities budget; it is coming from the General Fund. He stated staff agrees with Mr. Jackson to hold 1 – 2 workshops for the public, acknowledging this is Council's decision on the rates, so they would like to have Council with staff when they are doing the public session. As painful as this is, this something we have to do because of what happened in the past. We have not lived up to the obligation of paying for the system. Unknowingly to a lot of taxpayers, the General Fund has paid for this system over the years.

Mr. Smith stated Legal has not finished working out all of the details on the issue related to the subsidy. They are trying to address some of the concerns that Ms. Myers raised about how it is going to be applied, and who it is going to apply to, to make sure there is fairness throughout the system and we do not have a problem. Going back to what Mr. Gomeau said, the question, right now, is just the rate across the system. We can continue to work on refining the issue of the subsidy.

Mr. Livingston inquired if this is a First Reading item.

Mr. Gomeau stated this is the adoption of the rate, so it does not require 3 Readings and a Public Hearing. It is just to put in the budget, so the revenues will equal the expenditures.

Ms. McBride stated, for clarification, this rate study only affects those citizens within Lower Richland.

Mr. Gomeau stated it affects the whole system.

Ms. McBride stated, for clarification, this rate will affect all citizens throughout Richland County.

Mr. Gomeau stated it affects all customers. It is now one utility; therefore, all citizens have the same rate going forward.

Ms. McBride stated she supports having a hearing where we would give the other customers the opportunity to know what is expected.

Ms. Myers inquired as to when the rate study was first presented to Council.

Mr. Khan stated the first presentation was done at a workshop in early 2018. There have been numerous follow-up conversations.

Ms. Myers stated the Willdan Team came down and presented to Council. Subsequently, we had an additional work session and discussed it again at the Council Retreat. At which time, Mr. Jackson made some suggestions regarding publicity, and making sure that people knew. And now after a year and half, we are at the point where we need to implement.

Mr. Manning stated, in response to Ms. McBride's question, will this affect the rates of the East Richland Public Service District customers as well.

Mr. Khan stated, for clarification, all of the customers that are being served by Richland County Utilities will be affected by these rates.

Mr. Malinowski made a substitute motion, seconded by Ms. McBride, to bring this item back at the March 5th Council meeting and include the proposed rate, in order for the public to see the rate.

Mr. Walker inquired if there is a time sensitivity to this issue, that will be affected by this motion.

Mr. Gomeau stated there is only a time sensitivity if we do not do it at the next meeting because we are running out time for the budget. We are not going to have time to recalculate this, and get Council to give us money from the General Fund to subsidize this. This is a vote on the rate. We are going to hold work sessions, which he did not mention earlier, but we cannot change the rate unless you want to say it is going to be subsidized from the General Fund. He does not know if you want to go forward with that understanding. We are running out of time on this, and we do not have any alternatives. We either pay for it now, or you are going to pay for it in the future. It takes money to run a sewer system the right way, and we are trying to do it now. He understands it is public sensitive, but if we do it and get it started, and you put enough pressure on Administration to run it the right way, you are not going to do this again. You will have a system that is running and maintained effectively, and replaced when it should be rather than waiting 30 years.

Mr. Malinowski stated, for clarification, he is not asking that the rate be changed. He is just asking that the public be made aware of the rate we are going to recommend.

Mr. Gomeau stated he did not want to get into the position of making it look like we are going to change it if we get outcries from the public.

Mr. Walker inquired, outside of this meeting, does the public have access to this information. Is it published somewhere where the public could see the current rates?

Mr. Gomeau stated the rates can be put online, with a proviso since the rates have not been approved by Council.

Mr. Khan stated they can also place an Executive Summary on this matter on the next Council agenda.

Ms. Terracio stated, at the Council Retreat, which was videotaped, Council was provided a packet. She believes the packet gave the rates, and was not a part of the Executive Session materials. Those materials could be published.

Mr. Gomeau stated there is no problem with releasing the consultant' report. It is long, so they may want to simplify it.

Ms. Terracio stated she would also strongly advocate for posting the Retreat video.

In Favor: Malinowski and McBride

Opposed: Terracio, Newton, Myers, Manning, Walker, Dickerson and Livingston

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Abstain: Jackson

The substitute motion failed.

Mr. Manning stated, for clarification, at the Council Retreat, in public session, we said what the rate. We have not posted that video yet. We are going to simplify the consultants' report, and post it, but we cannot say tonight what the rate is.

Mr. Walker requested Mr. Gomeau to state what the proposed rate is.

Mr. Khan stated the current rate of \$43.35 will increase to \$55.68 in FY20, \$64.00 in FY21 and \$72.00 in FY22. The recommendation, by the consultant, is that a rate study will take place every 3 – 5 years.

Mr. Malinowski stated, for clarification, he understands what Mr. Khan is reading, and he understands we got it at Council. His question is, is it anywhere in our agenda tonight. Is it correct that the rates are not in the agenda tonight for the public to review?

Mr. Gomeau stated that is correct.

Ms. Myers inquired if the rates been in any previous documents that have been publicly available.

Mr. Gomeau stated they have been available.

Ms. Myers inquired if there have been any changes since January 2018, when it was first presented.

Mr. Khan stated there have been some refinements.

Ms. Myers stated, as she recalls, the prices have been taken down.

Ms. Dickerson stated, for clarification, does that include the voucher staff spoke about earlier.

Mr. Khan responded in the affirmative.

Mr. Gomeau stated, as a reminder, this is one utility system. It has the water system encompassed with it. We can put everything together, and that may affect how we go forward with it. It may make a difference, in terms of the rate increases after 2020.

Mr. Khan stated the consultant did a deliberate attempt to compare the existing rates, and the projected rates. In all cases, our recommended rates are equal or lower than neighboring utilities.

In Favor: Terracio, Newton, Myers, Walker and Dickerson

Opposed: Malinowski, Jackson and Livingston

The vote was in favor.

Ms. Dickerson moved, seconded by Mr. Walker, to reconsider this item.

In Favor: Malinowski, Jackson, Manning, Livingston and McBride

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Opposed: Terracio, Newton, Myers, Walker and Dickerson

The motion for reconsideration failed.

Ms. Myers inquired if staff will have the rebate/subsidy information prepared by the next Council meeting.

- f. Presentation of the FY18 Audit – Mr. Alan Robinson, Cherry Bekaert, presented the FY18 Audit. He stated staff is responsible for preparing the audit. His CPA firm audits it and renders an audit opinion. Their audit opinion says that the financial statements present fairly. Then, they communicate any matters that they are required to communicate. The process was much smoother this year. There will be other information, at a later meeting, about the document itself, which Mr. Gomeau and Ms. Hamm are going to review with Council. In summary, there was a new accounting pronouncement that had to do with retirement benefits that had to be adopted this year. There were no particular difficulties encountered, no disagreements, full cooperation and a clean opinion on the audit.

Mr. Manning inquired if the audit looks at anything related to the Program Development Team, in regards to the Penny Tax.

Mr. Robinson stated it does, but only with respect to the County. This audit does not go over into the Richland PDT entity. The monies that come in, from the Penny Tax, how they are collected, how they are transferred into the Capital Project Penny Tax Fund, including the bond activity.

Ms. Newton stated, in the case of material weaknesses that were cited, we have a management response that says how those items are going to be addressed. From a follow-up perspective, when does Council receive reporting that those items were corrected. Does that occur at the next audit, or is that a report that we get sooner?

Mr. Robinson stated, in this year's audit, there is follow-up reports on the prior year's findings. However, he believes they have already satisfactorily addressed it. There will be follow-up. Each audit has current year findings and follow-up on the prior year's findings.

Ms. Myers stated, on pp. 95, there are 3 recommendations, in one. We have responded to 2 of them, but not to the 3rd. She would like to know as to the last sentence, "...we recommend the County implement a policy to limit the use of budget transfers both in quantity and individual dollar value and to limit the number of employees with access to request budget and/or record budget transfers." if we have implemented something that speaks to their recommendation on that.

Mr. Gomeau responded that we have.

Mr. Hayes stated he submitted a response to Finance, in regards to budget transfers, so he is not sure why it is not in the documentation. He stated the vast majority of our budget transfers are necessary. What they decided to do was to take a more proactive look at some of those transfers that may not be necessary, so as to have staff to limit the number of transfers by being more proactive in looking at what they need to do on down the line. For example, there are several transfers that have been going on that are not necessarily needed because of the small dollar amount, so we have encouraged departments to be more proactive in looking down the road at their needs in order to limit the number of transfers. A lot of departments do small dollar transfers, so we are trying to get them to be more proactive, so as to limit the number of recurring transfers.

Ms. Myers inquired if there is a cap on the amount of a transfer that can be made.

Mr. Hayes responded there is not.

Ms. Myers stated she thinks they are recommending there be such a cap. She inquired if we can consider that, and then respond as to whether or not a cap on an amount of a transfer would be helpful.

Mr. Gomeau stated they can certainly put together a transfer policy recommendation. Rather than dollar amounts, we usually do percentages.

Ms. Myers inquired, as to who can request a budget transfer, or record a budget transfer, have we limited, as Cherry Bekaert recommended, the number of people.

Mr. Hayes stated the Department Director specifies which of their staff members have access to the system to do the transfers.

Ms. Myers inquired if it is a position or does it fluctuate depending on who they choose today.

Mr. Hayes stated it is whoever the Department Director has assigned to handle their day-to-day budget.

Ms. Myers inquired if we can put some policy in place that removes that much discretion from it, so there is a position that is qualified to make these requests. This is a request here for any amount of money. There ought to be positions who are approved with that kind of authority.

Mr. Hayes stated he certainly agrees with what Ms. Myers is saying, but the individuals who do budget transfer go through formal training. We can make sure that Department Directors assign that to a specific position, so that it does not fluctuate.

Mr. Gomeau stated they will have a transfer policy for Council to adopt.

Mr. Malinowski inquired if the other auditors referenced in the PowerPoint are auditors Cherry Bekaert are auditors that have been hired by Cherry Bekaert.

Mr. Robinson responded in the negative.

Mr. Malinowski inquired if we will be getting the results of the other audits, since it is County funds they are receiving.

Mr. Robinson stated they have the information, and use it to prepare the audit. It would be required to be available for each these entities.

Mr. Malinowski inquired why the library and the library foundation are listed separately.

Mr. Robinson stated, he believes, those are 2 separate audits. The Library Foundation is a board that is appointed by the Library Board. There are rules because it is a board appointed by the Library Board, which meets the test of being on this list, which either directly or indirectly is controlled by County Council, we have to collect it into this audit.

Mr. Malinowski inquired if we get results of these other audits that they are within what they should be, or if there are corrective actions needed.

Mr. Robinson stated those audits stand on their own. If there were a finding in there that was alarming, or of concern, and he felt it needed to come before Council, it would also be reflected in the audit report.

Ms. Terracio moved, seconded by Ms. Kennedy, to accept the audit.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- g. Richland Renaissance – Mr. Gomeau stated they are requesting Council to take the 3 items out of deferment so they can either move forward, or decide not to do them. He stated staff is spending a lot of time examining all of these and trying to put them in a proper perspective so they can either move forward or stop in place.

Mr. Livingston inquired, if this is passed tonight, what are the next steps.

Mr. Gomeau stated they are going to develop a program for each one of them by priority and timing, and bring them back one at a time, so they can be considered. The blight would be the first one, and then the 911 moving over to Columbia Place Mall. The Administration building would be the 3rd one. It will take some time to do them because staff needs to work on funding, and other applications. As long as they know they have the authority to move forward with all three, they can tie them in together.

Mr. Jackson stated, regardless of what you call it, these are critical issues. Particularly the part that deals with blight. He stated he had a conversation earlier today with a news reporter about the widespread, rampant increase in blight that is occurring countywide. He would hope that we would not get hung up on the title, and not recognize the critical need. He was glad to hear Mr. Gomeau say that taking up blight and beautification, and cleaning up the County would be the first thing we approach, regardless of what we call the overall operation.

Mr. Malinowski inquired if there is a costs that goes along with the 3 elements.

Mr. Gomeau stated we have to develop the program, and have Council accept the program, then they can put the costs together for each one of them. They do not know the extent of the program that Council will allow them to do. They are looking at the blight and the ordinance, in terms of having a code enforcement section devoted entirely to that. They are working on funding alternatives for the shopping center, in terms of public/private partnerships. He stated we have to accept that these are going to cost money, and we need a commitment, both publicly and financially, that these are Council's priorities. He thinks we can make the public perception of what we are doing a lot better than what we have done in the past.

Mr. Malinowski stated pp. 116 of the agenda addresses the "Critical Care Facility", and it indicates it will require a public-private partnership. He inquired if we have reorganized the Consolidation Prioritization Committee.

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Mr. Livingston stated that committee was on the list of those committees that were to be considered, so Council will have to decide whether or not we want to.

Mr. Malinowski stated he would think, with that statement, that is definitely one that we should re-staff.

Ms. Newton stated, when she was on a different side of the dais, there was a lot of confusion about what exactly the Richland Renaissance was. She wants to take a moment to clarify her understanding, to make sure she understands what she is voting on, as well as for the constituents that are watching and concerned. Voting to move Richland Renaissance forward is affirming that we are prioritizing the handling of our facilities appropriately, addressing some critical needs in the Southeastern part of the County and Lower Richland, and also addressing blight. This would give you the ability to come forward with a plan. However, this plan does not mean that what you present to us is done and delivered. It means that it is a starting point for us to talk about budgeting, process, and involve the community. Voting to prioritize our facilities, parts of Lower Richland, and blight is not the same as committing to a plan that the public will not have input on.

Mr. Gomeau stated the mainstay of this is to get the public input. You can hold your own workshops, or whatever, but we need the public cooperation. The blight program will not work without public cooperation throughout the County. If you accept these things, you will be there with them presenting, getting the public input, and making changes as appropriate. The citizens live there. They know what is going on. They are the best source of information for us to do this.

Mr. Livingston stated he recalled there were 2 properties the County purchased, in relationship to the Renaissance, that are not included in the proposal. He would like for them to at least be considered. One of them was the Haverty's property on Colonial. There was a clear purpose for that one for that community. And, there was the Old Antique Mall in the St. Andrews area.

Ms. Myers stated what we are looking at is empowering staff to engage a revitalization program for this County that would take in blight remediation, providing infrastructure in parts of the County, looking at the properties we have purchased, and engaging the public to get input on uses. The public is unaware, but some of the staff members are 3 to a closet, not an office. Looking at our future needs, and what we will do with the facilities, as well as engaging all of the stakeholders. After that process, coming up with a proposed budget, engaging private companies and committing some form of public investment.

Mr. Gomeau stated we are talking with 1 of the largest P3 companies in the country that has done this all over the country.

Ms. Myers stated this is not meant to be Richland County coming up with \$100 Million to throwing dollar bills across the County.

Mr. Gomeau stated they would not ask that.

Ms. Myers stated that was the last thing out there. The public thought this was Richland County coughing up all of its money out of its coffers. This is meant to be a public-private engagement. We are meant to be looking for partners who can help with the improvements of the County, which will hopefully put us ahead of everybody in the State for the next 10, 20, 30 years.

Mr. Gomeau stated there are companies that do this a lot better than we do, which is why we are

talking to them. They are going to help us move toward that direction.

Ms. Myers stated that includes engaging the Bar, and other stakeholders, to figure out what we do going forward. Staff will be front and center on how we propose to pay for it, and bringing that information forward for another vote. This does not mean we go and encumber funds. It means we go and develop plans.

Ms. McBride thanked Mr. Gomeau and staff for the work they have done, and for bringing this back to Council to make a decision. She stated work has already been done to develop a framework. Now, as Ms. Myers suggested, you are taking this into the development of plan. In certain areas, we know what needs to be done, and work has been put into those areas. We had a Property Management Committee last year, and we vetted a number of different properties and projects for the Columbia Mall area. That was one of the areas that almost anyone you talked to supported. It addressed so many needs of the citizens of Richland County, and staff also. If we look, from your framework and elements, there is probably a priority area in each element that we could immediately begin to move on. We could phase in priorities on all of these programs, notwithstanding what Ms. Myers said, in terms of developing a plan. We are not pulling numbers out of the sky. This is a well-defined plan, and a lot of work has already gone into this already. If we decide there are areas that we may not deal with now, we will have that opportunity once we are given the plan.

Ms. Terracio stated we can all agree that the Richland Renaissance name has been on public relations journey. She would hope that as we reintroduce this program it would have an opportunity to have a new life. She thinks it would be helpful to have a statement from the Administrator, or a staff member, related to why these elements are best addressed on a holistic basis rather than an ad hoc basis. For example, why would we not just do the facilities plan on its own. Why are they all 3 together?

Mr. Gomeau stated they are interrelated in different ways. We are talking about the blight program, or the Revivification Program, which ties into the area that we are looking at where the shopping centers are that we are going to move people out to. There is a lot of common denominators running between all 3 areas. We want to take advantage of that with the public. When we are presenting this, if someone looks at this and says, "This is a good idea because we are going to clean up the semi-trucks that are out there on Two Notch Road, in addition to moving people out there." We are not saying you have to do all 3 at once. We can do individual things as we go along, but he thinks the fact is these are the 3 most important ones.

Mr. Manning thanked Ms. Dickerson for making the motion for us to revisit the Renaissance, and staff for all of their work. In harmony with Ms. Myers, Ms. McBride and Ms. Newton, and the Interim County Administrator, with wording like "public input as a mainstay", "engaging the public", "engaging all the stakeholders", "robust citizen involvement," "public involvement". He in favor of us looking at how we meet the needs of the citizens with meeting those needs based on robust citizen involvement, public input as a mainstay, engaging the public, engaging all of the stakeholders, and public involvement. With his understanding, and his colleagues, that is the mainstay of what we are voting on tonight. To go back and revisit some things that we have looked at long before many of you got here, in terms of there is a need for a new courthouse. He wholeheartedly supports this kind of public involvement and engagement. Again, it was stuck, and it was Ms. Dickerson that made the motion to get this back before us in a revisit at the Council Retreat.

Ms. Myers moved, seconded by Ms. McBride, to adopt the staff's recommendation to bring this matter out of the deferment, with the 3 priorities areas being revisited.

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Mr. Livingston stated he had mentioned a couple of other properties (i.e. Haverty's and Old Antique Mall).

Ms. Myers restated the motion to adopt the staff's recommendation, and to include those Richland County properties identified by Mr. Livingston that need a resolution, as to use and implementation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Ms. Dickerson thanked her colleagues for thinking about this. She hates that it took us so long to get back on track.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Engage Richland: Making Government Work for You, February 21, 6:00 – 7:30 PM, Decker Center/Sheriff's Annex – Ms. Roberts reminded Council of the upcoming "Engage Richland" event schedule to be held at the Decker Center/Sheriff's Annex.
- b. Upcoming Penny Tax Project Public Meetings: – Ms. Roberts reminded Council of the upcoming Penny Tax Project Public Meetings.
 1. Smith/Rocky Branch Greenway, February 21, 5:00 – 7:00 PM, Earlewood Community Center, 1113 Recreation Drive
 2. Lower Richland Boulevard Widening, February 28, 5:00 – 7:00 PM, Lower Richland High School Sheriff's Substation, 2615 Lower Richland Boulevard
 3. Broad River Corridor Neighborhood Improvements, March 7, 5:00 – 7:00 PM, Virginia Wingard United Methodist Church, 1500 Broad River Road
- c. SCAC Mid-Year Conference (February 20) and Institute of Government Classes (February 21). Embassy Suites – Columbia – Ms. Roberts reminded Council of the upcoming Mid-Year Conference and Institute of Government Classes.

12. **REPORT OF THE CHAIR**

- a. Contractual Matter: Meeting with the City of Columbia – *This item was taken up in Executive Session.*
- b. Personnel Matter: Interim County Administrator – *This item was taken up in Executive Session.*
- c. Administrator Search Update – *This item was taken up in Executive Session.*

Blythewood Industrial Site – Mr. Jackson moved, seconded by Mr. Manning, to authorize staff to proceed with the purchase process of the property described as the Blythewood Industrial Site, which was discussed in an earlier work session, by extending the purchase contract for 3 months and depositing the

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required \$25,000 earnest money for this extension. Also, to allow staff to continue work on securing additional commitments from other partners to assist with this purchase. And, finally, to finalize the financing recommendations and bring them back to Council for approval on March 19th Council meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson and Livingston

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson and Livingston

The motion for reconsideration failed.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-046MA, Kenyatte Jones, GC to RM-MD (.4 Acres), 5406 Monticello Road, TMS # R09310-04-14 (Portion of) [THIRD READING]
- b. 18-047MA, Inga Black, RS-HD to GC (1.21 Acres), Bluff Road and Harlem Street, TMS # R13509-02-07, 42 & 43 [THIRD READING]
- c. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund [SECOND READING]
- d. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance [SECOND READING]

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

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- 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 – Ms. Terracio moved, seconded by Ms. Newton, to approved as presented.

Mr. Malinowski stated again that on pp. 139 of the agenda, 2(a)(vi) & (vii), states that “Any noise resulting from activities sponsored or co-sponsored by the county”; “Noise created by any

government-sponsored events or privately organized sports, recreation, or athletic events” are exempt from this ordinance. He does not believe the government should be above the taxpayer in these matters. If there is an event being held, he does not care who sponsors it, if you have a noise regulation then everyone should come under that regulation.

Ms. Dickerson inquired if we are talking about football stadiums vs. communities. To her that would have a significant difference. She would not think it would have the same relevance. If she is at a football game, or a designated area for noise...she thinks this is referencing noise that is relevant to communities.

Mr. Farrar stated it is a policy issue, and not a legal issue.

Ms. Myers stated she thinks the proposed language on pp. 139 is exactly what Ms. Dickerson said, and speaks to Mr. Malinowski’s concerns as well. It says, “...within the limits of the unincorporated area of the county, except where the activity generating the noise is permitted by lawful authority (e.g. a permitted event).” So, that would be a private event that follows the regulations to allow noise above normal levels, which would include Ms. Dickerson’s example, as well as not exempting the government differently than private citizens.

Mr. Malinowski stated, for clarification, (vii) states, “Noise created by any government-sponsored events or privately organized sports, recreation, or athletic events.” It does not say it is a government one. It says it is privately organized, so he can get a group of people together and say we want to play a basketball game, and at midnight we are still playing the game, the radio is playing, and there is screaming and yelling. It is a privately organized sporting event. That is exempt and he does not believe it should be.

In Favor: Terracio, Jackson Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Opposed: Malinowski

The vote was in favor.

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

I. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS COMMITTEE

- a. Move that the Rules and 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] – Ms. Newton stated the committee recommended approving the following proposed language: “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.”

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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- 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] – Ms. Newton stated the committee recommended forwarding this item to the D&S Committee for vetting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myer, Kennedy, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

16. **OTHER ITEMS**

- a. I move that the Magistrate’s Office on Wilson Blvd. be constructed with brick siding and not metal [KENNEDY] – Mr. Niermeier stated staff was asked to identify funding for brick options for the building, as well as, to find economies across the projects. He stated they did not have all of the data prior to this meeting. According to the memo in the agenda packet, he is proposing 2 options. Both are thin brick options. One is a full thin-brick on the magistrate, with a wainscot 48” wall running across the remainder of the building, except for the warehouse portion. The second option, which allows us to do more with less, would be to put the wainscot across the sides of the magistrate and the 2nd portion of building, except for the warehouse. This would also allow them to install a storefront on the 2nd portion of the building with an awning to make them congruent, which will make it look like a planned out building. He did get an estimate from the General Contractor, but he does not know if it is appropriate to give those figures publicly.

Ms. McBride inquired if Mr. Niermeier has had an opportunity to meet with Judge Edmond.

Mr. Niermeier stated he met with Judge Edmond onsite Friday.

Ms. McBride inquired if Mr. Niermeier had an opportunity to meet with Ms. Kennedy.

Mr. Niermeier stated he has not seen Ms. Kennedy.

Ms. McBride moved, seconded by Mr. Malinowski, to defer this item until the March 5th Council meeting.

Ms. Kennedy stated she was told that the Sheriff was not moving into the Magistrate’s Office and Animal Care was, which will not be. She stated that she and the Judge have conferred on this, they have agreed and spoken with the community and Sheriff about it. They are looking forward to having the Sheriff there, and he is welcome.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- b. A Resolution to appoint and commission James E. Bostic and Maurice A. Hudson as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County {Solid Waste & Recycling Division} – Ms. Dickerson moved, seconded by Ms. Terracio, to approve this item.

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In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- c. FY19 – District 7 Hospitality Tax Allocation – Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

Ms. Terracio inquired, for clarification, if the funds will go directly to the facility, and the facility will be holding an event there. She stated she would like some additional information on what the funds are being allocated for.

Mr. Livingston stated this is a recommendation from District 7. Ms. Kennedy or Mr. Hayes can provide additional information.

Mr. Hayes stated he could only answer in the generic sense. Typically, the group will complete an online application in Zoom Grants stating what they are going to use the funds for. The Budget staff compares that to the H-Tax guidelines to make sure that it does comply with the guidelines. Then, an award agreement is submitted to them. The group can then submit a request for up to 75% of the funding upfront.

Ms. Terracio inquired if backup documentation would be available to Council or the general public. For example, if she filled out a form and requested H-Tax funds, would Council members or the public have access to those requests.

Mr. Hayes stated they do not typically post the requests online, but it is available with a FOIA request.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Abstain: Terracio

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

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

Opposed: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

17. **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: Assistant County Administrators
- b. Pending Litigation: Richland County vs. City of Columbia – Declaratory Judgment
- c. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation
- d. Contractual Matter: Cedar Cove/Stoney Point Sewer Project
- e. Contractual Matter: Meeting with City of Columbia

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- f. Litigation Update: South Carolina Dept. of Revenue vs. Richland County
- g. Personnel Matter: Interim County Administrator
- h. Administrator Search Update

Ms. Myers moved, seconded by Ms. Terracio, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Livingston and McBride

The vote in favor was unanimous.

Council went into Executive Session at approximately 8:14 PM and came out at approximately 10:20 PM.

Mr. Malinowski moved, seconded by Mr. Walker, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Livingston and McBride

The vote in favor was unanimous.

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

- a. Personnel Matter: Assistant County Administrators – Ms. Myers moved, seconded by Mr. Walker, to approve the recommendation of the Interim County Administrator as to the salaries.

Mr. Manning made a substitute motion, seconded by Ms. Terracio, with regard to these positions and what was advertised, to do equal pay for equal work.

Ms. Myers stated she is in favor of equal pay for equal work, but by definition that also means you are looking at 2 people that are equally the same.

Mr. Jackson requested Mr. Manning to restate his motion.

Mr. Manning stated, based on what was advertised for the Assistant County Administrator positions, his motion was equal pay for equal work.

Ms. Newton stated she is concerned about the wording of this. The wording of the motion does not allow her to vote on this, and she is not sure what her parliamentary options are. She will vote all day for equal pay for equal work, but she will not vote that people with different qualifications who are doing different things be paid the same.

In Favor: Terracio and Manning

Opposed: Malinowski, Dickerson and Livingston

Abstain: Jackson, Myers and McBride

The substitute motion failed.

Ms. Myers restated her motion as follows: to take the recommendation of the Interim County Administrator that we equally, and fairly, pay the Assistant County Administrators.

**Regular Session
February 19, 2019**

-20-

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to accept the Interim Administrator's recommendation.

In Favor: Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Abstain: Terracio

The vote in favor of the substitute motion was unanimous with Ms. Terracio abstaining from the vote.

- b. Pending Litigation: Richland County vs. City of Columbia – Declaratory Judgment – *Received as information; no action taken.*
- c. Legal Update: Richland County vs. Program Development Team (PDT) – Mediation – Mr. Jackson moved, seconded by Mr. Walker, to authorize the County Attorney to mediate only those issues originally agreed upon for the mediation, and not to expand the mediation to additional requested by the PDT's counsel.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Opposed: Manning

The vote was in favor.

- d. Contractual Matter: Cedar Cove/Stoney Point Sewer Project – *Received as information; no action taken.*
- e. Contractual Matter: Meeting with City of Columbia – *Received as information; no action taken.*
- f. Litigation Update: South Carolina Dept. of Revenue vs. Richland County – Mr. Malinowski moved, seconded by Mr. Walker, to direct the Legal Department to go forward and enter into a formal negotiation with the Dept. of Revenue and return to Council with a written, proposed agreement.

In Favor: Malinowski, Jackson, Newton, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- g. Personnel Matter: Interim County Administrator – Mr. Walker moved, seconded by Ms. Myers, to extend the offer of the contract extension, as discussed and presented in Executive Session, to the current Interim Administrator.

In Favor: Terracio, Newton, Myers, Kennedy, Walker, Livingston and McBride

Opposed: Malinowski, Jackson, Manning and Dickerson

The vote was in favor.

- h. Administrator Search Update – *Received as information; no action taken.*

18. **MOTION PERIOD**

- a. Resolution Recognizing March as Bleeding Disorders Awareness Month [LIVINGSTON] – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the resolution recognizing March as Bleeding Disorders Awareness Month.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

Opposed: Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. With regard to Section 5 in the Richland County 2019 Council Retreat and the presentation on Reintroducing and Revisiting the Renaissance Plan, specifically Page 5-11, reference is made under Element III: Revivify Richland to Blight Remediation. I move that Blight Remediation be removed from the Richland Renaissance and staff be directed to initiate code enforcement and ordinances immediately and Council provide the necessary resources to carry out the enforcement of Richland County Codes and Ordinances that address blight remediation [MANNING] – Mr. Manning moved to remove this item from the agenda.

In Favor: Terracio, Malinowski, Jackson, Newton, Kennedy, Manning, Walker, Livingston and McBride

The vote in favor was unanimous.

- c. Resolution Recognizing February as Black History Month [MYERS] – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the resolution recognizing February as Black History Month.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- d. Resolution Honoring the 30th Anniversary of the Harambee Festival [McBRIDE] – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the resolution recognizing February as Black History Month.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- e. I move to amend Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations by adding Section 16-23, Health Massage, Bodywork Therapists and Massage Establishments [MANNING] – This item was referred to the D&S Committee.
- f. I move that Council be informed in regard to the attached figure provided by Richland County Administrator on February 13, 2019 whether 1 or 2 Assistant County Administrator position vacancy(s) were advertised [MANNING] – This item was referred to the A&F Committee.
- g. According to information provided for the 2019 Council Retreat, “On January 31, 2017, former County Administrator Gerald Seals advised the PDT that he could not recommend wage increases because the County did not grant cost of living increases to County personnel for 2016 and had not considered pay increases for County personnel for 2017.” I move that Council be provided the answer to the following question: Did the County Transportation Staff get the 2% pay raise last month (January 2019) [MANNING] – *This motion was removed during the Adoption of the Agenda.*

19. **ADJOURN** – The meeting adjourned at approximately 10:35 PM.



Richland County Council

ZONING PUBLIC HEARING
February 26, 2019 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice Chair; Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Joe Walker and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Ashley Powell, Kimberly Williams-Roberts, and Brian Crooks

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Ms. Powell stated there were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Livingston and McBride

The vote in favor was unanimous.

4. **MAP AMENDMENTS (No Public Hearing)**

- a. 18-042MA
Cynthia Watson
RS-HD to MH (1.5 Acres)
Bluff Road
TMS# R16103-05-03 [FIRST READING]

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

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

5. **MAP AMENDMENTS**

- a. 18-048MA
James A. Kassler
RU to NC (1 acre)
3970 Leesburg Road
TMS # R25000-01-40 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. James Kassler spoke in favor.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- b. 18-049MA
Ki O. Kwon
RU to GC (4.61 Acres)
4026 Hard Scrabble Road
TMS # R20100-02-46 [FIRST READING]

Ms. Dickerson moved, seconded by Ms. Myers, to accept the applicant's withdrawal.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- c. 18-050MA
Margaret Chichester
RU to GC (2.2 Acres)
Congaree Road
TMS # R32404-01-01 (Portion)

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Melvin Singletary, Ms. Beverly Sims Morris, Mr. Rodney Morris, Mr. Robert Garrick and Mr. John Lloyd spoke in favor of this item.

Ms. Myers moved, seconded by Ms. Dickerson, to defer this item until the March Zoning Public Hearing.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

- 6. **LAND DEVELOPMENT CODE REWRITE – UPDATE** – Mr. Tim Richards with Clarion Associates gave a brief overview of Module 1 of the LDC Rewrite. The will be a Council work session scheduled at a later date to discuss the plan in more detail.
- 7. **ADJOURNMENT** – The meeting adjourned at approximately 8:11 PM.

Richland County FY2018 Audit Summary



Comprehensive Annual Financial Report (CAFR)

RICHLAND COUNTY SOUTH CAROLINA

About Richland County Careers News Events Contact Us

Residents Businesses Government Visitors Online Services

CAFR Reports

The Comprehensive Annual Financial Reports are available for viewing and you'll need the free adobe acrobat reader to view these files.

Year	Report
2017	View
2016	View
2015	View
2014	View
2013	View
2012	View
2011	View
2010	View
2009	View
2008	View
2007	View
2006	View
2005	View
2004	View
2003	View
2002	View

Have a question or concern?

Contact the Ombudsman
One-Call Response Center

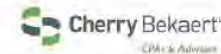
Call: (803) 929-6000
Email: ombudsman

Government

- Advisory Councils
- Boards
- Commissions
- Committees
- County Council
- Courts and Judicial System
- Departments
- Department Directory**
- Animal Care
- Building Codes & Inspections**
- Business Operations**
- Central Services
- Finance
- Accounts Payable Check Register
- Reporting
- CAFR Reports**
- Annual Budget Reports
- Financial Transparency Reporting

Unqualified Opinion issued

- The auditors used the term 'clean' in prior presentation.
- Issuance of \$175M bond anticipation note (BAN)
- Highest short term rating from Moody's / S&P



Report of Independent Auditor

The Honorable Chairman and Members of County Council
Richland County, South Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Richland County, South Carolina (the "County") as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the discretely presented component units, which represent 100 percent of the component units' assets, net position, and revenues in the accompanying financial statements. Those financial statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as they relate to the amounts included for the discretely presented component units, are based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Government Finance Officers Association (GFOA)



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Richland County
South Carolina**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2017

Christopher P. Morill

Executive Director/CEO

General Fund

- Revenue increased 2.0% from prior year.
- Expenditures increased 7.5% from prior year.
- Transfers out increased \$6M from prior year. (Economic Development \$3.5, Vehicles, computers, Airport and Victim Assistance \$2.5)
- Fund balance decreased 5.2% (\$3.2M) from prior year.
- Unassigned fund balance as a percentage of prior year expenditures is 25.6%.



Transportation Funds

- Transportation penny revenue was \$65,171,286.
- Transportation penny capital outlays were \$86,505,898.
- Transportation penny fund balances totaled \$274,602,902.



Enterprise Funds

- Solid waste realized a net loss from operations for the past 5 years due to increases in hauler's rates.
- Resulting in a negative net position of <\$5,764,589>



Questions

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



October 16, 2018	Biennium Budget Memo sent to Departments communicating Council Priorities and Budget Parameters
November & December 2018	5 Year expenditure and revenue analysis of General Fund, Special Revenue Funds, and Enterprise Funds
December 3, 2018	Grant Application Period Opens
December 17, 2019	Departmental Budget Requests Due
January 15, 2019	Outside Agencies Transportation Budget Requests Due
January 15-March 1, 2019	Budget Requests reviewed & scored by Budget Committee
February 4, 2019	Discretionary, Hospitality, Accommodation and Contractual & Statutory Grant requests due to Budget Office. Application Period closes
TBD	Grants Committee meets
March 22, 2019	Grant Committee Recommendations Due
April 1, 2019	Recommended Budget Presentation, Administration Review
April 25, 2019	Recommended Budget Finalized and Recommended Budget II Book provided to County Council
April 29, 2019	Council Budget Work Session 4-6 pm: Presentation of Recommended Biennium Budget II by County Administrator (General Fund and Grants)
May 3, 2019	Millage Agency Budget Requests are due to RC Budget Office
May 7, 2019	First Reading of Biennium Budget II (FY 2020 and FY 2021 concurrently) and Millage ordinances (title only)
May 9, 2019	Council Budget Work Session 4-6 pm (Special Revenue, Enterprise, and Millage Agencies)
May 16, 2019	Public Hearing for Fiscal Year 2020 at 6 pm
May 23, 2019	Special Called Meeting – 2 nd reading of Biennium Budget II (FY 2020 and FY 2021 concurrently) and Millage Ordinance (Grants and Non Grant items) – 3 pm



May 30, 2019	Special Called Meeting – 3 rd reading of Biennium Budget II Ordinance (FY 2020 only) 6 pm
July 1, 2019	Biennium Budget II Begins with Council Appropriated Budget
July 16, 2019	Public Hearing for Fiscal Year 2021 – 6 pm
July 18, 2019	Special Called Meeting – 3 rd reading of Biennium Budget II Ordinance (FY 2021 only) – 6 pm



Briefing Document

Agenda Item

Brick Options for the Upper Township Magistrate Project at 7615 Wilson Blvd

Background

In October 2018, there were discussions regarding the desire for a brick building for the Upper Township Magistrate instead of the approved metal siding design. The Capital Projects Program Manager requested and received a cost estimate from the contractor for the replacement of siding for the front and side of the Upper Township Magistrate facility with brick.

Issues

Presently, the building is not designed for full size brick. The two options presented provide a solution that has minimal to no impact on the structural integrity and seismic load of the building according to a structural engineer. Further, the Office of Budget and Grants Management has identified funds for associated costs.

Fiscal Impact

Below is a list of potential funding sources:

General Obligation Bond 2016A – prior year interest	\$114,000
Public Works Vehicle fund	\$197,000
Operational Services Facility Acquisition Fund	\$189,000
Total	\$500,00

Note: The RCSD has \$500,000 in their Capital Improvement Plan for an Upper Township Sheriff's sub-station. If County Council approves the CIP during the budget process, this amount would be available in the approved bi-annual budget for 2020 and 2021.

Past Legislative Actions

At the November 13, 2018 Council meeting, Ms. Gwendolyn Kennedy made the following motions:

1. I move that the Magistrate's Office on Wilson Blvd. be constructed with brick siding and not metal
2. 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.

At its February 5, 2019 regular session meeting, County Council directed staff to return with real costs and options for Council's consideration. Information was not available for the February 19 meeting.

Alternatives/Solutions

1. **Option 1-** Install full thin-brick façade on the magistrate portion of the building (two sides). Frame and install a new storefront and awning on the portion of the space for use by the Richland County Sheriff as a sub-station. Install thin-Brick 44" Wainscot along the RCSD portion of the building. Add sidewalk and additional parking. (See rendering Option 1)

Design and Construction Cost: \$327,650

2. **Option 2-** Install thin-Brick 44" Wainscot on the magistrate and center portion of the building. Frame and install a new storefront and awning on the portion of the building for use by the Richland County Sheriff as a sub-station. Add sidewalk and additional parking. (See rendering Option 2)

Design and Construction Cost: \$243,800

Staff Recommendation

Both options require changes by the builder for materials and labor. The difference in cost between the two options is \$83,850 with Option 1 being the most expensive. Staff will implement the option approved by Council.

Attachments

1. Option 1 estimate and rendering
2. Option 2 estimate and rendering

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations - Brick Veneer Options

Option 1 - Full-Height Thin-Brick & Thin-Brick Wainscot

Conceptual Budget Estimate

February 18, 2019

Thin-Brick Veneer Construction Costs:	\$216,545
Second Entry Storefront & Canopy Construction Costs:	\$45,095
Additional Sitework Construction Costs:	\$24,830
Construction Costs Sub-Total:	<u>\$286,470</u>
Design Fees (7%), Construction Documents:	\$20,055
Study Reimbursement Costs:	\$5,800
Design/Construction Contingency (5%):	\$15,325
Design & Construction Costs:	<u><u>\$327,650</u></u>

NOTES:

Perimeter Thin-Brick Wainscot to be 3'-8" high.

Secondary Entry and Canopy to match Magistrate Entry and Canopy.

Extend Sidewalk and Parking Spaces (5 ea.) at front of building.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations – Brick Veneer Options

Option 1 – Full-Height Thin-Brick & Thin-Brick Wainscot

Project Design Narrative

February 18, 2019

Thin-Brick Veneer:

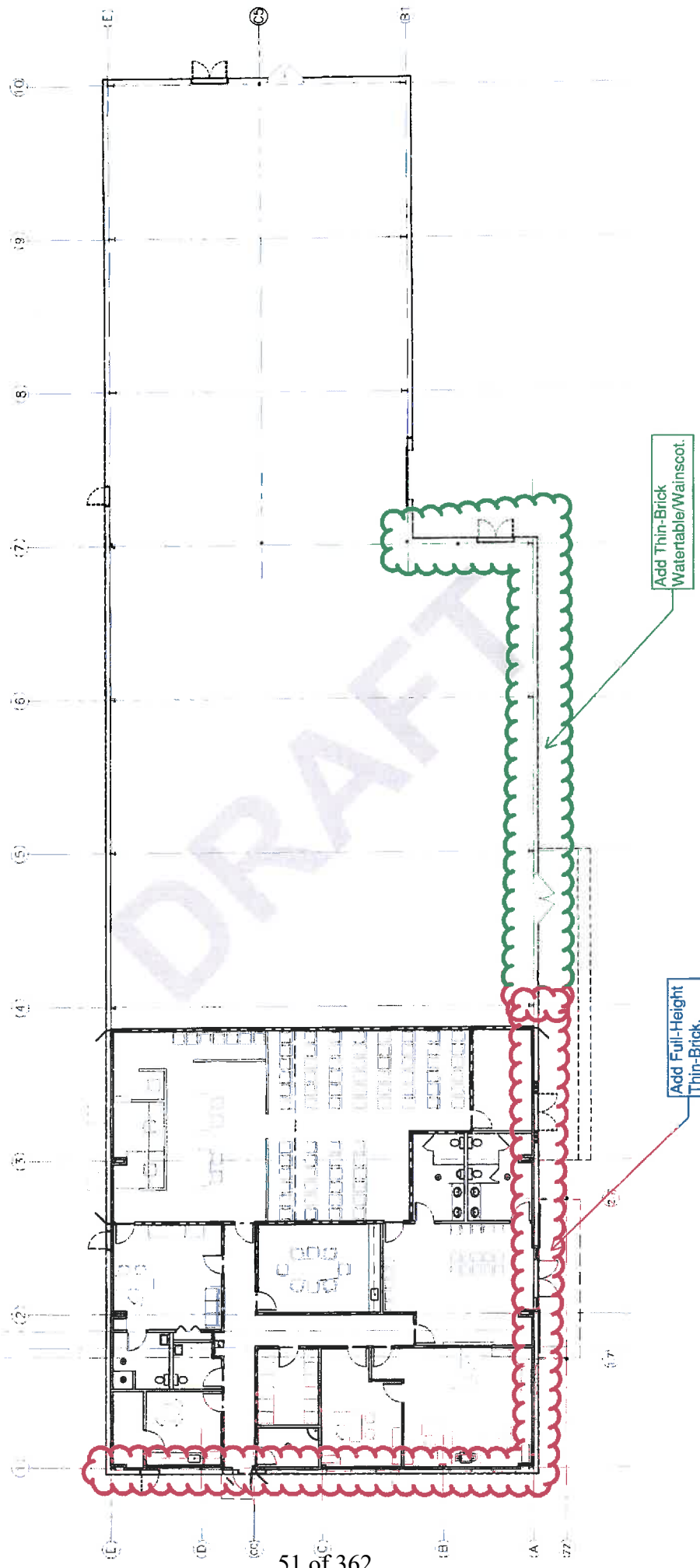
The Magistrate portion of the building will have full-height Thin-Brick Veneer to replace the existing metal wall panels on the building. To facilitate the addition of the thin-brick veneer, the exterior metal wall panels and metal building type insulation will be removed. The existing metal gutters, downspouts, and rake trim must be removed/salvaged/reinstalled in order to remove the exterior metal wall panels. New full-height Exterior Wall Construction consisting of Metal Studs, Exterior Sheathing Board, Exterior Moisture Barrier, and Exterior Wall Insulation will be installed to support the new Thin-Brick Veneer System. The existing exterior doors, windows, and storefront systems will be removed/salvaged/reinstalled to coordinate with the new Thin-Brick Veneer System.

The remainder of the large building will have Thin-Brick Veneer Wainscot to 3'-8" high installed to accent the existing metal wall panels. To facilitate the addition of the thin-brick veneer wainscot, the exterior metal wall panels and metal building type insulation will be removed and salvaged. The existing metal wall panels will be modified to the proper length and reinstalled above the thin-brick wainscot. The existing metal gutters, downspouts, and rake trim must be removed/salvaged/ reinstalled in order to remove the exterior metal wall panels. New Exterior Wall Construction consisting of Metal Studs, Exterior Sheathing Board, Exterior Moisture Barrier, and Exterior Wall Insulation will be installed from the bottom of the metal building wall girt to the floor slab to support the new Thin-Brick Veneer System.

Second Main Entry Storefront & Canopy:

A second main building entry will be created, including Aluminum Storefront System and Entry Doors, Entry Canopy, and Wood Veneer Accent to match the existing Magistrate main entry.

Richland County Magistrates
Wilson Blvd Facility
Exterior Thin-Brick - Option 1
February 18, 2019





Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations - Brick Veneer Options

Option 2 - Perimeter Thin-Brick Wainscot

Conceptual Budget Estimate

February 18, 2019

Thin-Brick Veneer Construction Costs:	\$141,910
Second Entry Storefront & Canopy Construction Costs:	\$45,095
Additional Sitework Construction Costs:	\$24,830
Construction Costs Sub-Total:	<u>\$211,835</u>
Design Fees (7%), Construction Documents:	\$14,830
Study Reimbursement Costs:	\$5,800
Design/Construction Contingency (5%):	\$11,335
Design & Construction Costs:	<u><u>\$243,800</u></u>

NOTES:

Perimeter Thin-Brick Wainscot to be 3'-8" high.

Secondary Entry and Canopy to match Magistrate Entry and Canopy.

Extend Sidewalk and Parking Spaces (5 ea.) at front of building.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations – Brick Veneer Options

Option 1 – Full-Height Thin-Brick & Thin-Brick Wainscot

Project Design Narrative

February 18, 2019

Thin-Brick Veneer:

The entire large building will have Thin-Brick Veneer Wainscot to 3'-8" high installed to accent the existing metal wall panels. To facilitate the addition of the thin-brick veneer wainscot, the exterior metal wall panels and metal building type insulation will be removed and salvaged. The existing metal wall panels will be modified to the proper length and reinstalled above the thin-brick wainscot. The existing metal gutters, downspouts, and rake trim must be removed/salvaged/reinstalled in order to remove the exterior metal wall panels. New Exterior Wall Construction consisting of Metal Studs, Exterior Sheathing Board, Exterior Moisture Barrier, and Exterior Wall Insulation will be installed from the bottom of the metal building wall girt to the floor slab to support the new Thin-Brick Veneer System.

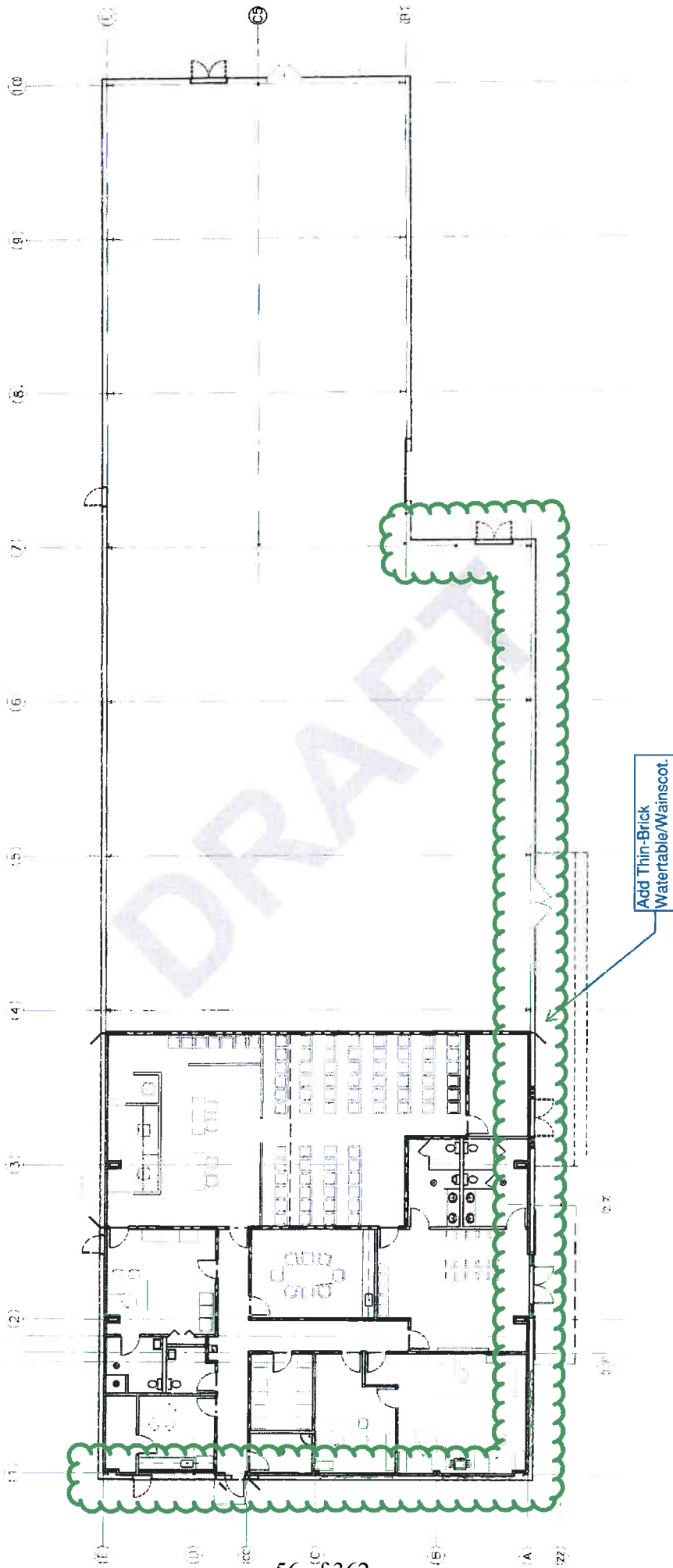
Second Main Entry Storefront & Canopy:

A second main building entry will be created, including Aluminum Storefront System and Entry Doors, Entry Canopy, and Wood Veneer Accent to match the existing Magistrate main entry.

Additional Sitework:

Extend the contract sidewalk and curb and gutter to the corner of the large building for additional access. Provide additional parking spaces (approx. 5 ea.) to the corner of the large building.

Richland County Magistrates
Wilson Blvd Facility
Exterior Thin-Brick - Option 2
February 18, 2019







Briefing Document

Agenda Item

Solid Waste – SCDHEC Waste Tire Grant

Background

Staff requests County Council's approval to accept a Waste Tire Grant from the South Carolina Department of Health and Environmental Control (SCDHEC) to clean up a large pile of waste tires known as the Emmanuel Griffin, Jr waste tire site, located at 111 Sam Dubard Road in Richland County.

A large pile of between 8,000 and 10,000 waste tires is located at 111 Sam Dubard Road in Richland County. Waste tires dumped at the location has been an ongoing problem for nearly eight years. SCDHEC and the State Attorney General's Office have taken enforcement action against the property owner in an effort to have the waste tires removed; however, he does not have the financial means to pay for their removal. Therefore, the State Attorney General's Office requested that SCDHEC fund the cleanup of the site through a Waste Tire Grant to the affected local government (Richland County).

SCDHEC will reimburse Richland County for the cleanup of the site. The Richland County Procurement Department published a Request for Bids (RFB) for cleanup of the site on October 5, 2018 ; a pre-bid conference and site visit were held on October 25th. Bids were due November 7th. Only one company, Farmers Mulch & Rock, submitted a bid. Cost for removal of the tires will be \$398.49 per ton. Based on the estimated 200 tons of tires on the site, the cost bid price is \$79,698.00.

Following receipt of the bid, the Solid Waste & Recycling Division (SWR) submitted a request on January 24, 2019 for a waste tire grant to SCDHEC to cover the cost of the waste tire cleanup. SCDHEC notified the County on February 6, 2019 the requested grant was approved.

Issues

Before a contract for mitigation of the tire pile can be executed, Richland County Council must accept the waste tire grant.

Fiscal Impact

The estimated cost of tires removal from the site and transport to a waste tire processor is \$79,698.00. Richland County will pay for the removal of the waste tires; SCDHEC will fully reimburse the County through the referenced grant. There will be no net cost to the County.

Past Legislative Actions

Richland County receives a waste tire grant each year for the purpose of management of tires in the waste stream. This grant is related but as a separate special project.

Alternatives/Solutions

1. Accept the SCDHEC Grant and proceed with the tire pile mitigation, or
2. Do not accept the SCDHEC Grant.

Staff Recommendation

Staff recommends County Council accepts the Waste Tire Grant from SCDHEC so cleanup of the waste tire pile may commence.

Motion Requested

I move to accept the SCDHEC agreement for the waste tire site mitigation, and to enter into and execute a contract related thereto.

Attachment

1. Grant transmittal and agreement

Submitted by

Department of Public Works – Solid Waste & Recycling Division





February 6, 2019

Alan Huffstetler
Richland County
1070 Caughman Road
Columbia, SC 29203

RECEIVED
2019 FEB - 8 AM 10: 41
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

Dear Mr. Huffstetler,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Richland County has been awarded a FY2019 Stockpile Waste Tire Grant. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver



**WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING
GRANT AGREEMENT**

Section 44-96-170, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Richland County PO Box 192 Columbia, SC 29201
Grant Number:	40SP19
Grant Execution Date:	Date of the final signature on this grant agreement
Grant Ending Date:	June 30, 2019
Grant Amount:	\$79,698.00
Authorized Representative:	Edward Gomeau
Phone Number:	(803) 576-2050
FAX Number:	(803) 576-2137
Contact Person:	Alan Huffstetler 1070 Caughman Road North Columbia, SC 29203
Phone Number:	(803) 576-2391
FAX Number:	(803) 576-2495
Financial Officer:	Stacey Hamm PO Box 192 Columbia, SC 29201
Phone Number:	(803) 576-2103
FAX Number:	(803) 576-2051

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for waste tire recycling projects approved for expenditure of funds under the Waste Tire Recycling Grant Program. The Waste Tire Recycling Grant Program is mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Richland County submitted to the Office on about January 24, 2109 an application for Waste Tire recycling funds.

A maximum of \$79,698.00 inclusive of all costs will be granted for this project to the government of Richland County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for the removal of a waste tire stockpile at 111 Sam Dubard Road, tax map#: R10000-02-44.

All waste tires, including tires on rims, shreds and parts of tires, shall be removed from the site. All tires shall be transported by a DHEC registered waste tire hauler. All tires shall be delivered to a DHEC permitted waste tire processing facility or to a DHEC approved waste tire recycling facility. Tires may not be processed on-site and no tires may be brought from off-site to the location.

Total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is the date of the final signature through June 30, 2019. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2018 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
3	Start Date – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE:<http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within 45 days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.
4. Reimbursements for contractor costs associated with the recycling of waste tires will be made on a per tire or per ton basis. Reimbursement requests must include verification of tonnage received by the approved tire recycling facility.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Waste Tire Grant must be fulfilled before any reimbursements are made on a new Waste Tire Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantee will ensure tires are accepted and fees assessed/waived in accordance with local policy and with the requirements of the S.C Solid Waste Policy and Management Act of 1991.
10. Counties and local governments must contract only with department-permitted and/or department-approved waste tire processing or recycling facilities, and must hire only waste tire haulers who are registered with the Department of Health and Environmental Control. Counties and local governments that haul or process waste tires must obtain the appropriate DHEC permits and/or registration.
11. Contract terms must be defined completely. Grantees using grant funds to pay for recycling of waste tires are responsible for obtaining documentation from the contractor regarding the final disposition of those tires.

II. STANDARD TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
1. Either party may terminate the grant by providing thirty (30) days written notice of termination to the other party.
 2. DHEC funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage

and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF CARE:** The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement.
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- N. **DISPUTES:** All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.
- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was place when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.

- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Richland County
Edward Gomeau
PO Box 192
Columbia, SC 29201
(803) 576-2057

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.
- U. **SEVERABILITY:** The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

- V. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.
- W. **PLACE OF CONTRACTING.** This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- X. **ATTACHMENTS/ENTIRE AGREEMENT:** Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
- Y. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. **OTHER REPRESENTATIONS OF GRANTEE:** The Grantee represents and warrants:
- (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit _____.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.

AA. **EQUIPMENT:**

- 1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
- 2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
- 3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

- BB. **LICENSE/ACCREDITATION:** The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in gold standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. **RECORDS RETENTION:**

- 1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
- 2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - 1) Using his official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels, or
 - 5) Affecting adversely the confidence of the public in the Integrity of the State government or the program.


FF. REIMBURSEMENTS TO DHEC: In the event Grantee fails to perform the services described herein and has previously received financial assistance from DHEC, Grantee shall reimburse DHEC to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from DHEC, Grantee shall proportionally reimburse DHEC for payments made.

GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional

compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

- II. OPEN TRADE REPRESENTATION: The Grantee represents that the Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
- JJ. OPEN TRADE: During the agreement term, including any renewals or extensions, the Grantee will not engage in the boycott of a person or an entity based in doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
- KK. OFFER AND ACCEPTANCE
The State of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of Richland County for all allowable costs incurred up to and not exceeding \$79,698.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):

 _____	<u>2/4/19</u> _____
Myra Reece Director of Environmental Affairs	Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

_____ Signature of Authorized Representative	_____ Date
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_____ Signature of Contact Person	_____ Date
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_____ Signature of Financial Officer	_____ Date
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Briefing Document

Agenda Item

Allen-Benedict Court Resident Assistance

Background

During its February 5, 2019 meeting, County Council voted unanimously to approve \$150,000 to enhance the efforts of social service agencies to aid the displaced residents of Allen Benedict Court Apartments. Council directed staff to coordinate with the City of Columbia and various community agencies “to support the provision of direct access to laundry services, support for day-to-day necessities (like medicine and personal care items), and after school care/homework assistance for the children of those residents.”

Following Council’s motion, staff engaged the Richland County Public Library, the COMET, the Richland County Recreation Commission as well as the Columbia Housing Authority.

- **Richland County Public Library** will assist with case management through its social workers as well as organize and provide information to residents. To date, the Library has engaged 22 families totaling 29 people to include children. Social workers have completed three applications, provided 14 referrals, held in person meetings on 11 occasions, and have made 17 phone calls or emails to community agencies on the residents’ behalf. The Library’s suggested aid provision of three to six months includes immediate assistance to residents as highlighted above as well as considers future aid needs and seeks to mirror the transition period provided by the Columbia Housing Authority.
- **Richland County Recreation Commission** has committed to after-school activities at six locations.
- **The COMET** provided the Housing Authority with over 200 bus passes and will continue to provide transportation assistance to the affected residents. Though many temporary housing locations are outside of its service area, charter services may be provided via potential partnership with Phoenix Mobility. Grant funds will be used to provide additional passes to residents to meet transportation needs.

Staff also identified four (4) critical needs areas:

- **Relocation Assistance** to include moving residents into permanent housing as well as security deposits and initial utility service payments
- **Transportation Assistance** for residents in temporary housing as well as those in permanent housing
- **Laundry Assistance** to help residents, especially school-aged children, have clean clothing
- **Food Distribution** to those residents who lack reliable food sources

To address the critical needs areas as outlined above, staff identified three (3) community groups:

- **United Way of the Midlands** (relocation assistance; laundry assistance) – With the help of the Salvation Army, the organization will provide financial assistance as residents find permanent housing. Additionally, the United Way has contracted local laundromat merchant Phillip Wadell to provide laundry services.
- **Harvest Hope Food Bank** (day-to-day necessities) – The organization will provide paper products, baby products, cleaning supplies, as well as coordinate short-term and long-term food needs.
- **Christ Central Ministries** (support) – The organization will provide support to the United Way, Harvest Hope, or any other governmental entity. It has also offered its facilities, such as Hope Plaza, for use.

Issues

Public transparency and accountability for the use of the appropriated funds is necessary to ensure the displaced residents are the direct beneficiaries as intended by County Council. As such, staff created the “Disaster Relief Grant Agreement.” Grantees will receive funding in amounts ranging from \$10,000 to the maximum of \$25,000. Per the Agreement, funds are to be used to directly assist the residents of Allen-Benedict Court and cannot be used to offset grantees’ pre-existing expenditures, operating expenses, and/or fund balances.

Modeled after the County’s Discretionary Grant agreement, grantees must submit a signed grant agreement as well as a scope of services and budget. Additionally, expenditures must be documented appropriately to receive funds. Grantees are subject to site audits by the Office of Budget and Grants Management.

Fiscal Impact

Council has approved \$150,000.

Past Legislative Actions

None.

Alternatives/Solutions

1. Allow staff to proceed as outlined.
2. Do not allow staff to proceed as outlined.

Staff Recommendation

Staff recommends approval of the plan of implementation to assist the former residents of Allen-Benedict Court while working with our partner groups to help the residents return to their daily normal routine.

Motion Requested

“I move to approve the Allen-Benedict Court Relief effort plan of implementation as recommended by staff.”

Attachment

1. Richland Library Proposal
2. Harvest Hope Food Bank Proposal
3. United Way Laundry Services Proposal
4. United Way Relocation Assistance Proposal

5. Draft Grant Agreement

Submitted by

James Hayes, Director of Budget and Grants Management

February 15, 2019

Social Work Services at Richland Library

"Libraries aren't amenities; we're necessities. And we will continue to move our communities forward, making sure our residents are prepared for the future. We will be places where the community can come together and discuss issues that are important to them. We are ensuring people have spaces to learn, create and share. And we need to break down barriers, provide access to information and connect local residents directly to the experts."

Melanie Huggins, Executive Director

In 2013, Richland Library became one of five libraries across the country to employ the expertise of a Masters level social worker to lead a two-year grant from the Knight Foundation to educate the community and navigate options through the Affordable Care Act. The overwhelming level of success unveiled the community's trust and reliance on the library to offer social service resources with compassion and integrity.

In 2015, the library employed a part-time social worker to implement a two-year grant to serve detainees at Alvin S. Glenn Detention Center and pre/post trial youth at the Department of Juvenile Justice. Both projects were proven to increase life and job skills, and most importantly, inspired hope for their future.

In October 2017, the United Way of the Midlands (UWM) awarded the library \$75,000 to pilot "New Hope Project" to empower 30 individuals experiencing homelessness with the skills and resources to mitigate barriers to employment and increase stability. The library's social work department offered intensive case management and financial assistance to increase their income, assets, and hope for a brighter tomorrow. Of the 49 participants, 90% accessed new benefits, 73% made progress on care plans, 63% increased income through employment and 55% secured stable housing. Last July, UWM awarded the library \$85,000 in grant funding to continue this proven approach to increasing stability for individuals experiencing homelessness. In the past 20 months, New Hope Project has supported 88 individuals meeting the eligibility guidelines for participation.

One of the strongest advocates for New Hope participants is a seasoned social worker with strong community connections to mitigate housing barriers for individuals with credit and background issues.

In 2018, this proven approach and exceeding proposed outcomes garnered an increase of funding to continue the project this year. Recognized by the community they serve, Richland Library Social Workers were honored with the "A-Team" award during the annual meeting of the Midlands Consortium of the Homeless. The social work department will utilize the

partnerships and experiences gained through this project to support the former Allen Benedict Court residents with intensive case management and resource navigation with compassion and tenacity.

Program Design

Richland Library will partner with the Salvation Army and the Columbia Housing Authority to serve as an ombudsman for the former residents of Allen-Benedict Court (ABC). The library has a dedicated phone line (803-391-5704) already advertised as one of the two referral sites UWM selected for the financial assistance offered through Salvation Army.

Deploying the expertise and experience of social workers dedicated to intensive case management, resource navigation and, with Richland County funding, the financial assistance to bridge the gap from promise to provision.

Proposed Case Management Efforts:

- ✓ Serve as one of two referral sites for the financial assistance offered through the Salvation Army with a dedicated phone line.
- ✓ Offer the compassionate expertise of social workers 7 days a week either in-person, via email or phone.
- ✓ Be responsive to offer registration assistance for other government benefits, including but not limited to, the Supplemental Nutrition Assistance Program (SNAP or Food Stamps), Medicaid, and free income tax assistance.
- ✓ Care coordination with the caseworkers at the Columbia Housing Authority to obtain transportation vouchers and gift cards for the residents that are unable to secure it on their own.
- ✓ Continued care monitoring after the residents obtain housing to identify unmet needs, additional referrals, and communicate gaps in service to the Columbia Housing Authority.
- ✓ Residents will have an opportunity to be considered for participation in New Hope.

Proposed Navigation Efforts:

- ✓ Provide residents a one-sheet resource as a quick listing of agencies and resources mobilized to assist them.
- ✓ Negotiate assistance with utility companies – including help with past due bills from previous rental units, understanding credit/background reports, leases and deposit requirements.
- ✓ Financial assistance, through Richland County funding, to meet unanticipated needs, such as medications, application fees, furniture and household needs, clothing for employment, children's needs, identification cards, birth certificates, etc.
- ✓ Convene key partners to identify gaps in services, coordinate resources and disseminate information.
- ✓ Deploy the Learn Freely mobile library to area hotels where residents are residing and Richland County Parks and Recreation sites to provide engaging programming to children and parents, as well as access to social work services.

Proposed Exclusions:

- ✓ Richland Library will avoid duplication of services provided by community partners.
- ✓ The library will not use Richland County funds to pay for first month’s rent, deposits, relocation expenses, or utility needs – as other agencies are covering these services.

Capacity

Richland Library employs three experienced full-time Masters level social workers, one part-time Masters level social worker, funded by the New Hope grant, with proven success in negotiating with landlords to expanding housing options for tenants with credit and background issues, and one part-time social worker dedicated to the Outreach Department. The Social Work Department also supervises four graduate students from the University of South Carolina, each student is required to volunteer 16 hours per week. This amazing team of compassionate, responsive social workers are committed to lead these clients on a path of stability.

The library is committed to adding a new social work position to provide social work coverage 7-days a week to support and empower former Allen-Benedict Court residents. In response to the need for quick referrals and social services, the library has provided a dedicated mobile phone assigned to a social work staff member and already publicized by UWM.

Budget

Richland County funding will employ a part-time staff person dedicated to responding to the needs of former ABC residents.

	Total requested from County	<i>% of request</i>	Total from Richland Library	<i>% of total</i>
Salaries				
Part-Time Admin	\$6,821.10	27%	\$32,996.00	56%
MSW Social Worker			\$14,998.00	
MSW Social Worker			\$7,998.00	
MSW Social Work Mgr			\$10,000.00	
Dedicated Cell Phone			\$1,089.00	2%
Financial Assistance	\$18,178.90	73%		
TOTAL	\$25,000.00	42%	\$34,085.00	58%
PROJECT TOTAL	\$59,085.00			

Outcomes

- ✓ Expand the library's capacity to strengthen community cohesion by connecting community resources and serve as a responsive referral site during a crisis.
- ✓ Serve as a catalyst to help break the cycle of poverty by mitigating barriers and providing experienced social services navigation.
- ✓ After securing stable housing, provide ABC residents continued support and case management.
- ✓ Support ongoing mental health of residents by providing space conducive for counseling and crisis intervention sessions provided by the Association of Black Social Workers.

Organization Information

Legal Name and EIN# Richland County Public Library, 57-6000396

Executive Director Melanie Huggins

Contact Information 803.929.3422, mhuggins@richlandlibrary.com,

Project Lead Lee Patterson, Social Work Manager

Contact Information 803.231.6383, lpatterson@richlandlibrary.com



Harvest Hope Food Bank 2019 Richland County Allen-Benedict Court Food Bank Support Proposal

Contact Information

Contact: Mary Louise Resch
Government Relations, Grants, and Disaster Manager
Telephone: 803.254.4432 ext. 1114 or 803.361.2731 (c)
Fax: 803.254.6011
E-Mail Address: mlresch@harvesthope.org

Organization Information

Legal Name Harvest Hope Food Bank
EIN: 57-0725560
Address: 2220 Shop Road
City: Columbia
State: South Carolina
Zip: 29201
Telephone: 803.254.4432
Fax: 803.254.6011
E-Mail Address: kferrell@harvesthope.org Boyce K. (Keith) Ferrell, Interim CEO
Website Address: www.harvesthope.org
Year Founded: 1981

Mission Statement: The mission of Harvest Hope Food Bank is to provide for the needs of hungry people by gathering and sharing quality food with dignity, compassion and education. We accomplish this goal by collecting, storing and distributing food and related items to almost 600 qualified, non-profit agencies engaged in feeding the needy, elderly, disabled, and seriously ill families and children throughout counties in the Upstate, Midlands, and Pee Dee areas of South Carolina. Today, Harvest Hope Food Bank serves 20 South Carolina counties: Calhoun, Chester, Chesterfield, Clarendon, Darlington, Dillon, Fairfield, Florence, Greenville, Kershaw, Laurens, Lee, Lexington, Marion, Marlboro, Newberry, Orangeburg, Richland, Saluda and Sumter. **Funding from this grant will be restricted to use in support of recovery and relocation efforts of the residents of Allen-Benedict Court.**



Organization Detail

Organization Type: Health and Human Services (Food Bank)

Organization Executive Director: Boyce K. (Keith) Ferrell

Current Annual Operating Budget: \$7,493,265

Latest IRS determination Letter: Attached

Most Recent Audited Financial Statement and IRS 990: Attached. 2017-18 audit is currently being conducted.

Request Information

Project Title: Food Bank Logistical and Service Support to the Displaced Residents of Allen-Benedict Court

Meeting Community Need: According to various news outlets, between 300 – 400 individuals have been evacuated from Allen-Benedict Court housing neighborhood due to unsafe living conditions. Many of these evacuees have been relocated to local hotels until permanent housing can be found. Harvest Hope Food Bank, as SC Emergency Management Division's primary food donations coordinating agency, has almost 38 years of experience in dealing with natural and man-made disaster, providing food, water, cleaning and baby supplies, etc. to individuals affected by these events. Since 2015, Harvest Hope Food Bank has provided \$14,478,867.06 in disaster response and recovery efforts, including the 1,000 year flood; Hurricanes Matthew, Irma, and Florence; and the most recent Government shutdown.

Proposal Detail:

As part of South Carolina's State Emergency Response Team (SERT), focusing on feeding initiatives and donated goods and services, Harvest Hope is positioned to provide both direct and secondary support to the individuals affected by the evacuation of Allen-Benedict Court. The following is a summary of the steps to be taken by Harvest Hope Food Bank in serving this crisis:

1. Establish initial contact with representatives of Allen-Benedict Court and the Columbia Housing Authority (CHA). **Completed 2/8/19.**
2. Meet with CHA staff and tour current distribution center located at the Cecil Tillis Center. (Scheduled for 2/11/19).
3. Meet with other key community partners (efforts led by Richland County) to identify where Harvest Hope services are needed. (Scheduled for 2/12/19)
4. Provide inventory control and food safety technical assistance to CHA and other community partners.

5. Identify unmet needs in the Allen-Benedict community.
6. Mobilize other members of the SERT Mass Care Team (Red Cross, Salvation Army, SCDSS, Baptist Convention, United Methodist Disaster Relief, etc.) through SC Emergency Management when needed.
7. Collaborate with local and national donors to provide resources for the unmet needs.
8. Provide shelf-stable disaster boxes, flash frozen meals, and other food supplies to Allen-Benedict residents who have been evacuated.
9. Provide fresh produce and lean meat (when available) through Mobile Pantries and on-site distribution at the Tillis Center.
10. Provide cleaning supplies, paper products, baby supplies, and other resources to Allen-Benedict residents.
11. Conduct on-going reassessment of need and evolve services to meet these unmet needs.
12. Complete monthly reports on the progress of this initiative and submit reports to CHA, Richland County, Harvest Hope Board of Directors and other key community leaders.

Project Outcomes:

1. Ensure that individuals and families affected by the Allen-Benedict evacuation are receiving coordinated feeding services, both short- and long-term.
2. Reduce stress on evacuees by providing needed supplies, including paper products, baby supplies, cleaning supplies and others identified in coordination with the Columbia Housing Authority and other disaster partners.

Project Objectives:

Objective 1.1. Provide approximately 140,000 meals to evacuees of Allen-Benedict Court during the grant period.

Measurements (Total Project):

- # of individuals served (target = 3,360 individuals [duplicated count])
- # of pounds provided (target = 168,000)
- # of meals provided (target = 140,000)

Measurements (Richland County Portion):

- # of individuals served (target = 289 individuals [duplicated count])
- # of pounds provided (target = 14,448)
- # of meals provided (target = 17,376)

Budget

Line Item	Richland County Funding	Other Funding	TOTALS
Mobile Food Pantry Coordinator (@ 2% of Grant Award)	\$500.00	\$1,085.60	\$1,585.60
Food – Donated and Purchased	\$23,500.00	\$264,554.40	\$288,054.40
Transportation Costs	\$1,000.00	\$0.00	\$1,000.00
TOTALS	\$25,000.00	265,640.00	\$290,640.00

Additional Project Description

Requested Cash Amount: \$25,000.00

Project/Program or Campaign Start Date: As soon as possible.

Project/Program or Campaign End Date: TDB

Projected Total Campaign or Project/Program Cost: \$290,640 (168,000 pounds of supplies x \$1.73 [current value per pound distributed]). This figure equals a total distribution of approximately 140,000 meals during the disaster period.

List of Other Sources of Financial Support:

- WIS-TV Phone Bank (\$7,100) Received
- Other Donors (\$2,661.81) Received
- In-Kind Donations (286 pounds worth \$494.78)
- Amazon Wish List (TBD)
- Retail Donors (Food and Other Supplies)
- Additional Foundation and Other Grant Resources (Pending)
- Churches and Other Faith-Based Organizations
- Local Civic Organizations, Including Rotary and Lions Clubs

Allen Benedict Laundry Service Proposal

Background and Summary

In January 2019, residents of the Columbia Housing Authority Allen Benedict Court apartments were faced with mandatory evacuation due to gas leaks resulting in the death of two people. United Way of the Midlands (UWM), in partnership with Woodberry Ventures, will provide weekly laundry service to displaced residents temporarily living in eight hotels in the region. UWM will provide services to the maximum \$25,000 total proposed budget. A \$25,000 grant would allow UWM to provide weekly laundry services 333 people for six weeks or 230 people for eight weeks. Neither UWM nor Woodberry Ventures shall be responsible for services exceeding the contracted amount. Neither UWM nor Woodberry Ventures will be liable for damages to clothing.

ABC Laundry Service Program

UWM requests \$25,000 for the laundry service program for displaced residents of Allen Benedict Court Apartments. UWM is prepared to begin services within a week of grant award. The term will end when there is no longer a need or when the funds are exhausted, whichever comes first.

Type of Assistance Provided

- Weekly laundry service for qualified displaced residents of Allen-Benedict Court Apartments.
- Clients will be provided laundry bags for tagging and identification.
- Laundry will be picked up weekly according to the Monday-Thursday schedule specifying days for each motel (below).
- Laundry will be returned to the motel the following day in the designated location.
- Folded, wrapped and bagged clothing will be returned to the same hotel the following day.
- The service will include the cost of supplies, mileage and taxes.

Program details and limits

- Bags must be in the lobby or an agreed upon location at the hotel by the specified pick up time.
- Eligible items include personal clothing. No linens (sheets, towels) will be included in the service.
- Client's laundry will be processed individually and will not be co-mingled with another client's laundry.
- Each client's laundry will be returned in bag provided by the subcontractor to each family unit by hotel. Finished and folded laundry will be returned wrapped in clear plastic wrap to ensure containment and accuracy.
- Neither UWM nor contractor will be responsible for checking special care instructions or checking laundry for items in pockets or otherwise in the laundry and will not be responsible for damage caused by items left in clothing pockets or damage due to clothing or items that are not machine washable.

Columbia Housing Authority (CHA) Roles and Responsibilities

- Identify primary contact person and provide contact information for key staff.
- Ensure laundry bag tags are completed as instructed and distributed to households.
- Identify pick-up and drop off points for each hotel.

- Provide personnel to monitor drop off and pick-up locations including verification of pick-up and drop off accuracy.
- Communicate all relevant issues to UWM and subcontractor and work with UWM and subcontractor to achieve resolution of any issues.
- Verify eligibility of clients before issuing laundry bag and tag. Notify Contractor of changes in resident's location or eligibility.
- Communicate to residents the requirements of the program and ensure residents comply with requirements including:
 - Placing all laundry in correctly labeled bag provided by subcontractor.
 - Ensure that bagged laundry is at predetermined pick-up point prior to assigned pick-up time and date.
 - Verify that all laundry placed in bags is washable and that all pockets are empty.
 - Pick up completed laundry from designated location during assigned time.

Role of UWM

- Manage the Richland County grant including financial management, reporting and record keeping.
- Manage contract with subcontractor, Woodberry Ventures including financial accounting and monitoring services provided weekly and payments to subcontractor.
- Communicate with CHA as needed to ensure service delivery.

Budget Request

UWM requests funding not to exceed \$25,000 to provide weekly laundry service to ABC residents in hotels. Services will be provided until no longer needed or resources are exhausted, whichever comes first. UWM will reimburse Woodberry Ventures at a rate of \$1.25/ pound of laundry. The \$1.25/pound rate includes costs for supplies, staff, delivery and pick-up. The \$25,000 budget includes 8% sales tax rate. UWM projects that a \$25,000 grant would allow UWM to provide weekly laundry services to 333 people for six weeks or 230 people for eight weeks.

Budget Assumptions

- The need for services will diminish over time but it is impossible to project the rate at which residents will exit hotels into permanent housing. Children tend to produce more laundry so household composition will also affect the projected timeline.
- UWM will reimburse subcontractor for services provided weekly.
- Neither UWM nor Woodberry Ventures shall be responsible for services exceeding the contracted amount or contracted term.
- UWM and Woodberry Ventures will work closely with CHA to for real time (weekly) data on number and composition of households.

Pick-up and Drop Off Schedule

<i>Hotel Name</i>	<i>#</i>	<i>Pick-Up</i>	<i>Drop-off</i>
Extended Stay 180 Stoneridge Rd	1	Tuesday	Wednesday
Extended Stay 450 Gracern Rd	2	Monday	Tuesday
Quality Inn 2210 Bush River Rd	3	Tuesday	Wednesday
Regency Inn 1335 Garner Ln	4	Wednesday	Thursday
Candlewood Suites 921 Atlas Rd	5	Wednesday	Thursday
Fairfield Inn 320 Columbiana	6	Wednesday	Thursday
Best Western Inn 1720 Bush River Rd	7	Tuesday	Wednesday
Gallus Stadium Park 621 S. Assembly St	8	Wednesday	Thursday

Qualifications

United Way of the Midlands

Founded in 1925, United Way of the Midlands' mission is to unite people and resources to improve the quality of life in the Midlands. UWM serves six counties in South Carolina including Fairfield, Newberry, Lexington, Richland, Calhoun, and Orangeburg. Today, UWM is a \$10 million organization with 50 full time employees and over 70 partner agencies. UWM engages over 200 volunteers annually to raise resources, determine priorities and develop and implement strategies to improve community conditions. Every year, UWM raises over \$10 million from 40,000 donors in 400 workplace campaigns. UWM serves 32,000 individuals annually through initiatives and partnerships. Current foci are:

- Education: early literacy, family engagement, Early Head Start, mentoring, after-school and youth development programs;
- Health: dental care for adults and children, access to health care, senior programs and
- Financial Stability: shelter and other basic needs, homeless and vulnerable youth, affordable housing, Volunteer Income Tax Assistance and benefit assistance programs.

In addition to focus areas, UWM responds to unanticipated community disasters such as the 1,000-year flood of 2015.

UWM manages federal and local government grants and contracts as well as foundation grants. Our 990, audited financial reports and annual report are available at <https://www.uway.org/reports/annual-reports-990> or by request.

Woodberry Ventures

Woodberry Ventures LLC was registered with the state of South Carolina in 2006. Phil Waddell has served as the chief operating officer and principal manager since that date. Woodberry Ventures has operated self-service laundromats in the Columbia area since 2006. In 2007, it began operating commercial and



United Way
of the Midlands

individual Fluff & Fold services. Woodberry Ventures has provided commercial laundry services over the last 12 years including the City of Columbia Winter Shelter for the homeless for three winter seasons and commercial fluff and fold service for the City of Blythewood, Columbia Conference Center and numerous churches, caterers, event venues and visiting sports teams.

Allen Benedict Court Relocation Assistance Proposal

Background

January 2019, residents of the Columbia Housing Authority Allen Benedict Court apartments were faced with mandatory evacuation due to gas leaks resulting in the death of two people. United Way of the Midlands (UWM), in partnership with community providers, will provide financial assistance for unmet relocation costs to assist residents to get into safe, stable housing.

Relocation Assistance Details

UWM requests \$20,000 for a relocation assistance fund for displaced residents of Allen Benedict Court Apartments.

UWM will partner with Salvation Army of the Midlands to distribute funds to assist with unmet relocation costs of residents moving into private housing. Partners have developed the following eligibility criteria for assistance:

Type of Assistance Provided

- Payments to assist with relocation gaps such as utility or rental deposits or other needs that prevent new account opening
- Assistance payments will be made directly to landlords or utility vendors

Assistance Not Eligible

- Basic needs such as food, clothing, or furniture
- Cash payments directly to residents
- Payments assisting people not on the lease at the time of the evacuation
- Payments for needs already met with other funding sources including first month's rent which is covered by Section 8 voucher support

Verifications Needed for Assistance

- Lease holding Allen Benedict Court residents at the time of the evacuation
- Section 8 voucher has been issued
- Amount of relocation assistance offered by Columbia Housing Authority
- Remaining gap in financial needs including copy of lease and verification of amount needed from landlord or utility company

Process for Obtaining Assistance

After a new unit has been identified and documentation is available to demonstrate gaps, a referral for assistance can be made. Salvation Army will accept written referrals using the 'ABC Request Form' from authorized Columbia Housing Authority staff or Richland County Public Library Main Branch Social Work staff. Referrals should be sent electronically and include documentation detailed in the 'Verification' section. Salvation Army will contact the resident to set-up an appointment for intake. Walk-ins at Salvation Army or United Way of the Midlands will be referred to an approved community partner for a referral.

Reporting and Record Keeping

Salvation Army will submit to UWM client name, amount of assistance, and address. Detailed client files will be maintained at Salvation Army's main office in a secure location. UWM will submit reports to the County of the numbers served, amount of assistance provided, and recap of other expenses such as case management costs.

Budget Request		
ABC Relocation Budget	Amount	Description
February -June 30, 2019		
Expenses		
Direct Assistance	33,941	Direct client financial assistance
Case Management	613	Case management of clients
Administrative	5,446	Includes Accounting and Reporting
	40,000	
Revenue		
Richland County Grant	20,000	
BCBSSC contribution*	20,000	
Total	40,000	

*UWM will promote a social media campaign to raise funds to match a portion of private funds donated. They will be used for the same purposes outline above using the same ratios in the proposed budget.

Qualifications

Founded in 1925, United Way of the Midlands' mission is to unite people and resources to improve the quality of life in the Midlands. UWM serves six counties in South Carolina including Fairfield, Newberry, Lexington, Richland, Calhoun, and Orangeburg. Today, UWM is a \$10 million organization with 50 full time employees and over 70 partner agencies. UWM engages over 200 volunteers annually to raise resources, determine priorities and develop and implement strategies to improve community conditions. Every year, UWM raises over \$10 million from 40,000 donors in 400 workplace campaigns. UWM serves 32,000 individuals annually through initiatives and partnerships. Current foci are:

- Education: early literacy, family engagement, Early Head Start, mentoring, after-school and youth development programs;
- Health: dental care for adults and children, access to health care, senior programs and



United Way
of the Midlands

- Financial Stability: shelter and other basic needs, homeless and vulnerable youth, affordable housing, Volunteer Income Tax Assistance and benefit assistance programs.

In addition to focus areas, UWM responds to unanticipated community disasters such as the 1,000-year flood of 2015.

UWM manages federal and local government grants and contracts as well as foundation grants. Our 990, audited financial reports and annual report are available at <https://www.uway.org/reports/annual-reports-990> or by request.

UWM is pleased to partner with Richland County to respond to unanticipated relocation needs of the displaced residents of Allen Benedict Court.



Disaster Relief Grant Agreement FY2019

Date of Agreement:

Grantee: Christ

Project Name: Allen Benedict Court Disaster Assistance

Total Amount of Grant: \$

Grant Period: July 1, 2018 – June 30, 2019

This grant is awarded by Richland County for FY19.

This grant award is subject to the following terms and conditions:

1. All Disaster grant funding provided by Richland County to outside agencies shall be recognized as program operating funds as outlined in the organizations application(proposal) budget. It should be applied toward ongoing operational funding to provide relief assistance to the residents of Allen Benedict Court and cannot be used for pre-existing or any future operating expenditures outside of the scope of this approved program and should not be in part or full used to cover debt payments for past or future program expenditures.

2. **Grant Acceptance**

Upon grant application acceptance and funding award, applicant agrees that financial records, supporting documents, statistical records and all other records pertinent to the Disaster funding shall be retained for a period of three (3) years. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by Richland County upon request.

3. **Disaster Fund Program Criteria**

The Disaster Relief Grant is provided by County Council to sanction funds to support projects that address an important Public Emergency issue in the County, in which funding is required to assist Richland County citizens as a result of some type of Disaster that has created hardships for members of our community. Eligible projects must fall with the criteria of assisting residents either through food distribution, medical necessities such as access to prescription drugs, transportation needs or other day to day necessities that have been hampered by the disaster as well as relocation assistance

These services or items will only be allowed if they are of fair, normal, reasonable cost values. Excess or extreme cost will be denied.

The activity meets service-type activities outlined in the organization's mission, long-range plans, goals and objectives.

The activity, in whole or in part, provides opportunities for underserved populations in Richland County.

The activity provides solutions by way of systems or approaches that can prevent, mitigate, or resolve individual, family, or community problems.

4. Project Revisions

If your project changes in any way from what was proposed in the grant application, contact the Grants Office as soon as possible by phone at 803-576-5459 or email grantsmgmt@rcgov.us.

Changes to your project as proposed may require additional review and/or Richland County Council approval.

5. Grant Expenditures

All grant funds must be expended within the grant period by June 30, 2019.

Re-granting and/or sub-granting of Disaster Grant funds are not allowed.

a. Eligible Expenditures

- Expenditures must be consistent with the application budget. Must Fall within the realm of assisting with Relocation, Transportation, Food Distribution, or Laundry Care and other day to day needs that have been hindered due to the Disaster
- Project or event vendors will not be paid directly by Richland County. All vendors paid through grant funds must be licensed by the appropriate authoritative bodies (e.g., Richland County, City of Columbia, and State of SC).
- The budget should reflect in financial terms the actual costs of achieving the objectives of the project(s) you propose in your application.

b. Expenditures that are not Eligible

- Invoices outside the funding year
- Fundraising Projects
- Debt Reduction
- Endowment Development
- Medical Research
- Conference Travel (e.g., mileage reimbursement, lodging, meal expenses)
- Conference Underwriting or Sponsorship

- Awards and Prizes
- Cash Payments

Note: This list is not all-inclusive. Grantees should contact the Grants Manager, regarding any questions related to the eligibility of expenditures prior to the expenditure of funds.

6. Payments

Grant Payments may be requested by submitting a completed Disaster Grant Payment Request Form to the following mailing address:

Grants Manager, Richland County Administration
P.O. Box 192
Columbia, SC 29202

Per Richland County Policy, up to 75% of the allocated funding will be provided upfront with supporting documentation.

The remaining 25% or the balance of the allocation will be provided once funds advanced have been exhausted and remaining funds are needed.

Organizations that are requesting the allocated funding upfront must include price quotes for the planned expenditures. All invoices, quotes and proofs of payment must equate to the amount being requested and approved upon review of the Grants Manager.

Payments will not be processed until all required information is submitted to the Grants Office. Required information includes the completed payment request form, a W-9 form, a detailed list of expenditures and a current balance sheet for the organization.

The processing of payments may take up to two (2) weeks or more.

7. Final Report

The Final Report will be due no later than July 31, 2019. Grantees must submit copies of all invoices and proof of payment for all funds expended through this grant from January 1 – June 30, 2019.

With this report, attach all relative marketing samples that include acknowledgement of Richland County support.

8. Grant Payments to Vendors

All payments using Disaster Grant funds must be paid to vendors that are appropriately licensed to do business in Richland County.

Cash payments to vendors are not permitted using grant funds. The use of cash payments to vendors is viewed as being noncompliant with the terms and conditions of this agreement.

Richland County Grant Noncompliance Procedures are attached.

9. Expenditure Documentation

All grant related expenditures must have adequate documentation (e.g., copies of checks, detailed invoices, itemized receipts, copies of cashier checks).

All receipts and invoices submitted must originate from the vendor and shall include the vendor's contact information and an itemized list of services rendered.

The acceptance of documentation of expenditures is at the discretion of the Grants Manager.

10. Required Grant Forms

All required grant forms can be downloaded from the County's website at www.rcgov.us/Government/Departments/Grants.

11. Accountability

The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others.

12. Discrimination

No person, on the basis of handicap, age, race, color, religion, sex, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Disaster Grant funds.

Employment made by or resulting from Disaster Grant funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin.

13. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under Disaster Grant funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

14. Fiscal Agents

Agencies using a fiscal agent when receiving Disaster Grant funds can only do so for one fiscal year. For subsequent years, they must obtain a 501c3 status as a nonprofit organization to receive county funding.

Agencies serving as fiscal agents are not permitted to use Disaster Grant funds to pay an Administrative Fee.

The agency awarded the grant funds, not the fiscal agent, is responsible for submitting the required programmatic reports.

15. Liability Insurance and Workers Compensation

Organizations must provide a copy of liability insurance and Workers Compensation insurance if the funded festival(s) or event(s) are taking place on property owned by Richland County.

16. Use of Richland County Seal

Grantees must acknowledge the receipt of County Disaster Grant funding by including the official Richland County Government seal or listing “Richland County Government” on program/project advertising, marketing and promotional materials. Copies of printed materials must be included in the Final Report.

Organizations may request a digital copy of the County seal by emailing the Richland County Grants Manager at Grantsmgmt@richlandcountysc.gov or downloading the County seal (color and black-and-white versions available) from the county website: <http://www.richlandcountysc.gov/Government/Departments/Grants/Disaster-Grants>. A style guide detailing how the seal should be used can be found on the same page. Richland County may be able to promote your event in the County’s weekly electronic newsletter that is distributed to the media and members of the public. Please email your event details to the Public Information Office at PIO@richlandcountysc.gov.

17. Non-Compliance Policy

Failure to comply with grant required tasks/activities as outlined in this grant agreement, the Richland County Promotions Disaster Grant Fund Guidelines or as outlined in Disaster Grant FY19 grant application will result in the grantee becoming noncompliant.

18. Internal Audit from the Budget & Grant Management Department

All agencies receiving grant monies from Richland County funds are subject to review by the Office of Budget and Grants Management.

Grantee's signature below will constitute its agreement to the terms and conditions set forth above.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of Richland County's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Authorized Grantee Signature: _____

Printed Name: _____

Title: _____

Date: _____

James Hayes, Director of Budget and Grants Management

Date

February 26, 2019

The Members of City Council
Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina

This engagement letter between Richland County (hereafter referred to as the "County" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed upon objectives of the County.

SUMMARY OF SERVICES

We will provide the following services to the County as of and for the year ended June 30, 2019:

Audit and attestation services

1. We will audit the basic financial statements of the County as of and for the year ended June 30, 2019 including the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund and the remaining fund information.
2. We will audit the supplementary information other than RSI, including the schedule of expenditures of federal awards. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
3. We will apply limited procedures to the required supplementary information (e.g., pension plan information or County's management's discussion and analysis (MD&A)) which will consist of inquiries of County's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Nonattest accounting and other services

We will provide the following additional services:

1. Assist in the preparation of the financial statements and footnotes.
2. Complete the appropriate sections of and sign the Data Collection Form.

YOUR EXPECTATIONS

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or

exceed the County's expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County recognizes that our professional standards require that we be independent from the County in our audit of the County's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the County should not expect that we will act only with due regard to the County's interest in the performance of this audit and the County should not impose on us special confidence that we will conduct this audit with only the County's interest in mind. Because of our obligation to be independent of the County, no fiduciary relationship will be created by this engagement or audit of the County's financial statements.

The engagement will be led by Alan Robinson, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT AND ATTESTATION SERVICES

The objective of our audit is the expression of opinions as to whether the County's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The report on internal control and compliance will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the County is subject to an audit requirement that is not encompassed in the terms of the engagement, we will communicate to County's management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures as deemed necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the County's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

NONATTEST ACCOUNTING AND OTHER SERVICES

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming County's management responsibilities.

Accounting services

We will advise County's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the County's financial statements. The County's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the County's financial statements. If, while reviewing the journal entries, the County's management determines that a journal entry is inappropriate, it will be the County's management's responsibility to contact us to correct it.

Financial statement preparation

We will assist in the preparation of the County's financial statements and related notes, based on information provided by the County. However, the responsibility for the County's financial statements and notes remains with the County's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

Data Collection Form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County; however, it is the County's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

County's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management

decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, the County's management will need to sign a representation letter acknowledging its responsibility for the results of these services.

COUNTY'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT

The County's management is responsible for designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that the County's management and financial information is reliable and properly reported. The County's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The County's management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) the County's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is the County's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of

noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The County's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) the County has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The County's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The County's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing County's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all the County's management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably

from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The Firm will rely on the County's management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because we will be relying on Management's representations, you agree that the County will indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the County regardless of whether such officer or employee was acting in the County's interest, and *even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation*. This indemnification will survive termination of this letter.

FEES

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If the County's management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

The following summarizes the fees for the services described above:

<u>Description of Services</u>	<u>Estimated Fee</u>
Audit services	
Audit of the financial statements	\$ 99,500
Special audit procedures related to the Uniform Guidance	Included Above
Accounting services	
Completion of appropriate sections of the Data Collection Form	Included Above
Additional assistance with drafting the CAFR and other accounting assistance-estimated range	20,000 – 40,000
Total	<u>\$ 119,500 - \$ 139,500</u>

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month. Not included in the above fee quote are any direct out-of-pocket expenses we may incur on your behalf. Such amounts will be billed separately and in addition to the fees for services.

Richland County, South Carolina

February 26, 2019

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If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Alan Robinson at (864) 240-5148.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

Richland County

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AUDIT REPORT

Should the County wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the County will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

LIMITATIONS OF THE AUDIT PROCESS

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the County's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree that the County will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the County's consolidated financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the

appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the County's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by the County's management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of the County's management of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from the County's attorneys as part of the engagement, and they may bill the County for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the County and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the County's management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

NONATTEST SERVICES (IF APPLICABLE)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the County's designated individual will assume all the County's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for-

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the County's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the County's designated individual. Such advice and guidance shall be limited as permitted under the Code of Professional Conduct.

COMMUNICATIONS

At the conclusion of the audit engagement, we may provide the County's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the County make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the County. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the County; (4) the process used by County's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the County's

management concerning a financial accounting, reporting or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of the County's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the County's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the County's management related to the performance of the audit.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the County may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the County, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the County, and other third party providers utilized by either party in connection with the engagement.

Use of third-party providers

The Firm may from time to time, and depending on the circumstances, use third-party service providers ("service providers") in serving the County's account. We may share confidential information about the County with these service providers, but remain committed to maintaining the confidentiality and security of the County's information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the County's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the County's confidential information to others. In the event that we are unable to

secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of the County's confidential information with the service provider.

In the event we intend to utilize service providers, we will notify you in a separate letter that includes their contact information prior to us providing the County's information to them.

Subpoenas

In the event we are requested or authorized by the County, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Waiver of Trial by Jury

In the event the parties are unable to successfully mediate any dispute, controversy or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent Contractor

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.

No Third-Party Beneficiaries

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the County's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the County will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the County with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the County will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new auditing or accounting standards that impact the County for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the County concerning the scope of the additional procedures and the estimated fees.

The County agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the County will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

System Review Report

January 10, 2017

To the Partners of Cherry Bekaert LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm), applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cherry Bekaert LLP has received a peer review rating of *pass*.

EisnerAmper LLP
EisnerAmper LLP
Iselin, NJ

January 13, 2017

Howard Joseph Kies
Cherry Bekaert LLP
200 S 10th St Ste 900
Richmond, VA 23219

Dear Mr. Kies:

It is my pleasure to notify you that on January 12, 2017 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Marc T. Fogarty; Raymond R Quintin

Firm Number: 10011816

Review Number 451036

Letter ID: 1139057A

February 26, 2019

The Members of County Council
Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Richland County for the year ended June 30, 2019. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated February 26, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis and pension related disclosures, as required by the Governmental Accounting Standards Board Statement No. 38, *Accounting and Financial Reporting for Pensions*, which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the combining and individual fund statements and schedules and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on introductory, statistical and compliance sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

In planning and performing our audit, we will consider the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the county's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the County's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the County's compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we will consider the internal control of the County. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope, Timing of the Audit, and Other


An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately September 1, 2019 and issue our report on approximately December 31, 2019. Alan Robinson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of Richland County Council and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Cherry Bekaert LLP
Greenville, South Carolina

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA



To be considered by Council for consolidation/removal/name change:

Blue Ribbon Ad Hoc Committee
Innovista Ad Hoc Committee
Consolidation and Privatization Committee
International Ad Hoc Committee
Caughman Pond/Pinewood Lake Ad Hoc Committee
Courthouse Ad Hoc Committee
Budget Ad Hoc Committee
Employee Evaluation and Oversight Ad Hoc Committee
Property Distribution Management Ad Hoc Committee
Richland Renaissance Oversight Ad Hoc Committee

****If any Council member would like to add a committee to this list for consideration, please feel free to do so****

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund

Notes:

December 18, 2018 – The Committee recommended Council move forward with funding the 11 positions, in the current budget cycle, and taking up the 2nd half of the question in the upcoming budget cycle.

First Reading: February 5, 2019

Second Reading: February 19, 2019

Third Reading: March 5, 2019 {Tentative}

Public Hearing: March 5, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-19HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 FIRE SERVICE FUND ANNUAL BUDGET BY \$368,410 TO COVER THE PERSONNEL EXPENSES FOR THE 11 POSITIONS UNDER THE SAFER GRANT FROM JANUARY 1 TO JUNE 30, 2019 WITH FUNDS FROM FUND BALANCE IN THE FIRE SERVICES FUND.

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

SECTION I. That the amount of Three Hundred Sixty Eight Thousand Four Hundred Ten Dollars (\$368,410) be appropriated to cover cost of 11 fire fighters positions under the SAFER Grant from January 1, 2019 to June 30, 2019 with funds from the Fire Services Fund Balance. Therefore, the Fiscal Year 2018-2019 Fire Service Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated as of July 1, 2018 as approved:	\$26,757,330
Increase appropriation:	\$368,410
Total Amended Revenue Budget	\$27,125,740

EXPENDITURES

Expenditures appropriated as of July 1, 2018 as approved:	\$26,757,330
Increased Expenditures:	\$368,410
Total Amended Expenditures Budget	\$27,125,740

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THE _____ DAY OF _____, 2019

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance

Notes:

December 18, 2018 – The committee recommended Council approve funding the Corrective Action Plan and the reimbursement resolution.

First Reading: February 5, 2019

Second Reading: February 19, 2019

Third Reading: March 5, 2019 {Tentative}

Public Hearing: March 5, 2019 {Tentative}

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BROAD RIVER UTILITY SYSTEM FUND ANNUAL BUDGET TO FUND A CORRECTIVE ACTION PLAN IN THE AMOUNT OF \$3,103,000 INCIDENT TO A SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ADMINISTRATIVE PROCESS RESPONDED TO BY THE DEPARTMENT OF UTILITIES WITH FUNDS FROM THE UNASSIGNED FUNDS FROM GENERAL FUND FUND BALANCE

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

SECTION I. That the amount of Three Million One Hundred Three Thousand Dollars (\$3,103,000) be appropriated to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Consent Order. Therefore, the Fiscal Year 2018-2019 Broad River Sewer Enterprise Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2018 as approved:	\$7,211,038
Unassigned General Fund Fund Balance	<u>\$3,103,000</u>
Total Broad River Sewer Revenue as Amended:	\$10,314,038

EXPENDITURES

Expenditures appropriated July 1, 2018 as approved:	\$7,211,038
Increase in Budgeted Expenditures	<u>\$3,103,000</u>
Total Broad River Sewer Expenditures as Amended:	\$10,314,038

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THE _____ DAY OF _____, 2019

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

18-042MA
Cynthia Watson
RS-HD to MH
Bluff Road
TMS # R16103-05-03

Notes:

First Reading: February 26, 2019
Second Reading: March 5, 2019 {Tentative}
Third Reading: March 19, 2019 {Tentative}
Public Hearing: February 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R16103-05-03 FROM RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD) TO MANUFACTURED HOME RESIDENTIAL DISTRICT (MH); 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 # R16103-05-03 from Residential Single-Family High Density District (RS-HD) to Manufactured Home Residential District (MH).

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 _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

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: December 18, 2018
First Reading: February 26, 2018
Second Reading: March 5, 2019
Third Reading: March 19, 2019

Richland County Council Request for Action

Subject:

18-048MA
James A. Kassler
RU to NC (1 acre)
3970 Leesburg Road
TMS # R25000-01-40

Notes:

First Reading: February 26, 2019
Second Reading: March 5, 2019 {Tentative}
Third Reading: March 19, 2019 {Tentative}
Public Hearing: February 26, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-19HR

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 # R25000-01-40 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 # R25000-01-40 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 _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2019

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: February 26, 2018
First Reading: February 26, 2018
Second Reading: March 5, 2019
Third Reading: March 19, 2019

Richland County Council Request for Action

Subject:

I move that Richland County establish an Ordinance and/or Ordinance language revision to mirror or replicate that of the City of Columbia to reduce or eliminate the public safety concerns particularly with regard to those businesses that have had shootings on their business premises...[MANNING and KENNEDY]

Notes:

February 26, 2019 – The committee recommended Council adopt the nuisance ordinance in its proposed form, with any amendments Council may desire.



Briefing Document

Agenda Item

During its February 05, 2019 County Council meeting, Councilmember Jim Manning and Councilmember Gwendolyn Kennedy made the following motion:

“I move that Richland County establish an Ordinance and/or Ordinance language revision to mirror or replicate that of the City of Columbia to reduce or eliminated the public safety concerns particularly with regard to those businesses that have had shootings on their business premises...”

Background

Nuisance establishments and the deleterious secondary effects associated with them create a blight on the community, raising public safety concerns that not only endanger lives and property, but put a strain on County resources. State law and County ordinances have some enforcement value, but neither directly confronts the negative impact these establishments have on the community.

Issues

Enhancing local government enforcement of measures intended to promote public safety, protect lives and property and eliminate or reduce blight in Richland County.

Fiscal Impact

Adopting the ordinance will have no automatic fiscal impact. Resources that may be devoted to enforcing the ordinance may have an unknown fiscal impact in terms of staffing. However, that may be offset by an also unknown public benefit realized through the elimination or mitigation of blight in the community, enhancing the County's livability.

Past Legislative Actions

New proposal.

Alternatives/Solutions

1. Adopt the nuisance ordinance in its proposed form, with any amendments Council may desire.
2. Do not adopt the ordinance.

Staff Recommendation

This is a Council initiated request with concurrence among County public safety and law enforcement entities.

Attachments

- 1) Proposed ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO: _____

Nuisances offending public decency, peace and order.

The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, absence or failure of security measures.

1. Any structure, whether commercial or residential, where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by applicable law;
2. Any structure, whether commercial or residential, operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity in violation of federal, state or local law;
3. Any structure, whether commercial or residential, where intoxicating liquors are manufactured, sold, bartered or given away in violation of federal, state or local law, or where intoxicating liquors kept for sale, barter or distribution in violation of federal, state or local law, and all liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required safety plans are not in place, or where persistent violations of law occur under a failed or ineffective safety plan;
4. Any structure, whether commercial or residential, where acts of sale, manufacture, possession or distribution of controlled substances occur in violation of federal, state and local law;
5. Any structure, whether a commercial operation or a residential use, where violations against the federal, state or county laws occur with disproportionate frequency or intensity that they require an excessive public safety response cost. "Excessive public safety response" means:
 - a. The reasonable deployment of five or more law enforcement officers to an emergency scene at any one time, or the reoccurring need for public safety or code personnel or emergency vehicles at the location when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated structures;
 - b. There have been more than two situations of unsafe traffic or crowd control issues which result in the request of emergency assistance or the need for law enforcement assistance from an emergency situation; provided, however, this does not include when traffic control or crowd control is requested in advance of a scheduled event pursuant to an issued permit or prior discussions with law enforcement.
 - c. There have been more than six incident reports, citations, or search warrants executed, or a combination thereof, at that structure for any of the following behaviors during any 12-month period:
 - i. Violation of any state or local alcohol law;
 - ii. Violation of any federal, state or local narcotics law;
 - iii. Violation of any state or local gun law;
 - iv. Assaults; and/or
 - v. Crimes of violence against another person(s).

6. Any overgrown, uninhabited, undeveloped or vacant land, lot or property not licensed or zoned for camping that has been identified by law enforcement as an area used by persons other than the owner as an area to inhabit or camp, or any overgrown, uninhabited, undeveloped or vacant land, lot or property used by persons as an area to flee or evade police upon approach, or used to avoid detection or investigation by law enforcement without regard to the time of day or night regarding such conduct, as identified by a citizen or police reported incident level of more than two times in a 60-day period.
7. Reentry upon a specified public place, after being ejected and excluded from a public place as a result of conduct that placed themselves or others in potentially dangerous situations on public places by disobedience to safety rules, disorderly conduct or breaches of the peace.

Then in another code section:

Authority of the County Sheriff. When the County Sheriff determines, upon investigation, that a business licensee has engaged in an unlawful activity or nuisance related to the business, or the business is operating without proper licensure s/he may shutter the business and suspend the business license. The business shall remain closed and all licenses are suspended pending a hearing before the proper County authority(s) for the purpose of determining whether the license should be revoked.

Richland County Council Request for Action

Subject:

Public Works: Medium Bulldozer procurement

Notes:

February 26, 2019 – The committee recommended Council approve the requested acquisition through the Sourcewell (formerly NJPA) cooperative purchasing contract.



Briefing Document

Agenda Item

County Council is requested to approve replacement acquisition of a Medium Bulldozer for the Department of Public Works (DPW), Solid Waste & Recycling Division (SWR).

Background

Currently, a 1997 Caterpillar D6 Bulldozer is used for daily operations of the Richland County Construction & Demolition (C&D) Landfill, including grading and upkeep of the debris grinding area to ensure compliance with SCDHEC regulations.

Funds were provided in the capital portion of the Biennium Budget for the replacement of this equipment item.

Issues

Because of the age and condition of the current unit as well the extreme usage typical in the landfill environment, the equipment is subject to frequent breakdowns. The standard recommended lifecycle of this equipment, in landfill operations, is eight-years. The unit recently broke down; repairs are estimated to cost of almost \$9,000. Additionally, we have also spent over \$20,000 in repair and maintenance costs in the last 18-months. The age of the unit makes it difficult to obtain replacement parts.

The replacement equipment item is proposed for purchase through the Sourcewell (formerly National Joint Powers Alliance – NJPA) cooperative purchasing contract. The replacement will be a John Deere 750 K Crawler Bulldozer, manufactured in the United States and outfitted for landfill use. It is to be purchased from Flint Equipment, located in West Columbia, South Carolina. The price and specifications of this available unit are reasonable based on comparison with other units.

Fiscal Impact

The total cost of the unit will be \$276,540.17. The funds are available in the Fiscal Year 2019 (FY-19) budget (2101365004.531400). Significant savings in non-contract repair costs are anticipated.

Past Legislative Actions

None; this is a routine fleet equipment replacement request.

Alternatives/Solutions

1. Approve the requested acquisition through the Sourcewell (formerly NJPA) cooperative purchasing contract.
2. Do not approve the requested acquisition.

Staff Recommendation

Staff recommends that Council approve the requested acquisition of a replacement bulldozer through the Sourcewell cooperative purchasing contract.

Submitted by: Department of Public Works – Solid Waste & Recycling Division

Richland County Council Request for Action

Subject:

Public Works: Asphalt Patch Truck procurement

Notes:

February 26, 2019 – The committee recommended Council approve the requested acquisition through the North Carolina Sheriff's Association.



Briefing Document

Agenda Item

County Council is requested to approve replacement acquisition of an asphalt patching truck for the Department of Public Works (DPW) Roads & Drainage Maintenance Division (RDM).

Background

The current asphalt pothole patching truck is a 2004 Ford F750. As a result of age and heavy use, the unit is regularly in need of repairs, particularly of the electric heating / burner and sprayer systems. Replacement parts are increasingly difficult to find, creating extra downtime during which the unit is out of service and unavailable to support the maintenance of the 590 miles of paved roads in the County Road Maintenance System.

In short, the current patch truck is unreliable and beyond economic repair. Among the persistent deficiencies are:

- Tack wand broken
- Release agent wand broken
- Right Burner broken
- Idle button in the truck not functioning properly
- Asphalt chute need to be replaced
- Truck Smoking
- Engine floods while the truck is at Idle
- Driver seat needs to be replaced
- Air Compressor does not work
- Plate tamp rack needs to be welded or replaced
- Needs new auger

Funds were provided in the capital portion of the Biennium Budget for the replacement of this equipment item.

Issues

Because of the specialty nature of this equipment item, it is typically an eight-month lead time from placement of the order until delivery. This is in addition to the time for advertisement, bidding, and award.

Through the North Carolina Sheriffs' Association (<https://ncsheriffs.org/>) Equipment Procurement Program (a cooperative procurement program similar in some regards to a State Procurement Contract), a replacement unit is available for almost immediate delivery of Public Works Equipment.

The price and specifications of this available unit are reasonable based on comparison with other units.

Fiscal Impact

The total cost of the unit will be \$181,030.52.

Past Legislative Actions

None; this is a routine fleet equipment replacement request.

Alternatives/Solutions

1. Approve the requested acquisition through the North Carolina Sheriffs' Association.
2. Do not approve the requested acquisition.

Staff Recommendation

Staff recommends that Council approve the requested acquisition of a replacement asphalt patching truck through the North Carolina Sheriffs' Association.

Submitted by: Department of Public Works - Roads & Drainage Maintenance Division

Richland County Council Request for Action

Subject:

Utilities: Award of contract for SCADA System Upgrade

Notes:

February 26, 2019 – The committee recommended Council approve the upgrade of Process Control system to SCADA system.



Briefing Document

Agenda Item

Requesting approval from County Council to upgrade the process control systems of the wastewater systems to Supervisory Control and Data Acquisition (SCADA) Systems.

Background

Richland County Utilities operates and maintains 48 lift/pump stations and two waste water treatment plants within the County. The lift/pump stations move wastewater from lower areas to higher areas then to a gravity line. Six (6) of these lift/pump stations are major stations which contain multiple pumps and motors. These major lift/pump stations contain Programmable Logic Controllers (PLC) to assist with the automation of the stations, while other lift/pump stations contain a simple logic controller.

The current system's automated process works in isolation and is disconnected from the other processes in the system due to custom designed algorithms to a control a self-contained process. A Supervisory Control and Data Acquisition (SCADA) system enables the system to run remotely, locate processes, access equipment to make adjustments, and quickly respond to situations and take corrective actions. SCADA is a mandatory aspect of a system and provides resilience, efficiency of controls and greatly reducing the potential sewer overflows violation to the DHEC regulation.

A Request for Proposal was issued and there were three responses. A team was appointed based on their experience and qualifications to conduct evaluations on the submittals. Based on their consolidated scoring, Data Flow Systems is the highest ranked Offeror.

Issues

The existing systems are almost obsolete, and parts are not available from the distributors, resulting in delays and costly repairs. Also, the Allen-Bradley manufacturer is no longer supporting the system and is requiring users to upgrade.

Below are some of the main issues with current system:

- Failing components are causing the motors and pumps to run longer, resulting in over- heating and malfunction,
- No communication between equipment causing to be manual mode,
- No remote reset capability and limited visibility to alarms and issues,
- Faulty alarms causing unnecessary trips to the PS tying up manpower and vehicles

Fiscal Impact

The Utilities Department has planned the upgrades in three (3) phases. Funds have been budgeted for Phase 1 of the project in the amount of \$95,000. Phases 2 and 3 will be depended upon the approval of the Capital Improvement Plan and approval of the Council.

There may be an indirect fiscal impact associated with SCDHEC penalties if violations were to result from failed lift/pump stations.

Past Legislative Actions

None

Alternatives/Solutions

1. Approve the upgrade of Process Control system to SCADA system, or
2. Do not approve the upgrade and increase of the budget for increase expense on repairs and replacements of equipment in addition to the higher possibility of Sanitary Sewer Overflows (SSOs) and related violations/penalties.

Staff Recommendation

Staff recommends that Council approve the request to upgrade the process control system with newer technology.

Attachments

- 1) Consolidated evaluation score sheet

<u>Site Location</u>	<u>City</u>	<u>Zip Code</u>	<u>Phase</u>
Ballentine Shopping Center	Irmo	29063	1
Chestnut Hills (has generator on site)	Columbia	29223	1
Fox Port Off Site (has generator on site)	Chapin	29036	1
Hollingshead Creek (has generator on site)	Irmo	29063	1
Irmo Business Park (has generator on site)	Irmo	29063	1
Shady Grove (has generator on site)	Irmo	29063	1
New- Salem Church Road	Chapin	29063	1
Ascot Estates (has generator on site)	Irmo	29063	2
Broad River WWTP (has generator on site)	Irmo	29063	2
Bearing Dist. (has generator on site)	Irmo	29063	2
Cedar Plaza	Ballentine	29002	2
Chestnut Woods	Columbia	29223	2
Deli	Irmo	29063	2
Eagles Rest (has generator on site)	Chapin	29036	2
Heatherstone	Irmo	29063	2
Hidden Cove	Irmo	29063	2
Hwy 76	Chapin	29036	2
Johnson Marina Road	White Rock	29036	2
Marina Bay Apts. (has generator on site)	Irmo	29063	2
Lakeside at Ballentine (has generator on site)	Ballentine	29002	2
Light House Marina	Chapin	29036	2
Marina Road	Ballentine	29063	2
Milford Park (has generator on site)	Ballentine	29063	2
Murray Point	White Rock	29177	2

<i>Osprey (has generator on site) Site Location</i>	<i>Chapin City</i>	<i>29036 Zip Code</i>	<i>2 Phase</i>
Overing Point	White Rock	29117	2
Shell Station (Pantry)	Irmo	29063	2
Spring Hill (has generator on site)	Chapin	29036	2
St. Johns	Irmo	29063	2
Sunset Point	Ballentine	29002	2
Tapp Point	White Rock	29036	2
320 P.S. Eagles Rest (has generator on site)	Chapin	29036	2
The Bluff	Columbia	29223	2
Villages at Hilton (has generator on site)	Chapin	29036	2
Whales Tail	Irmo	29063	2
Eastover WWTP (has generator on site)	Eastover	29201	2
Portrait Hill (has generator on site)	Chapin	29036	2
PDQ	Chapin	29036	2
Huron (has generator on site)	Eastover	29201	3
Eastover Town PS (has generator on site)	Eastover	29201	3
Hopkins WT	Hopkins	29061	3
Pond Drive Water	Eastover	29044	3

Consolidated Evaluations				
Evaluation Criteria RC-086-P-2018 SCADA System Upgrade	Maximum Percentage	Company C	Company B	Company A
Technical Performance	50			
Evaluator 1		25	38	44
Evaluator 2		35	39	44
Evaluator 3		20	45	50
Evaluator 4		35	33	45
	200	115	155	183
Experience and Qualifications	25			
Evaluator 1		22	20	25
Evaluator 2		22	20	24
Evaluator 3		20	18	22
Evaluator 4		20	21	23
	100	84	79	94
References	15			
Evaluator 1		15	15	15
Evaluator 2		15	15	15
Evaluator 3		15	15	15
Evaluator 4		15	15	15
	60	60	60	60
Cost Proposal	10			
Evaluator 1		7	8	10
Evaluator 2		7	8	10
Evaluator 3		7	8	10
Evaluator 4		7	8	10
	40	28	32	40
GRANDTOTAL	400	287	326	377

Richland County Council Request for Action

Subject:

Alvin S. Glenn Detention Center: Award of Contract for Inmate Healthcare

Notes:

February 26, 2019 – The committee recommended Council award the contract to the highest ranked offeror: Correct Care Solutions, LLC.



Briefing Document

Agenda Item

Approval of the recommendation of Inmate Health Care and Medical Services for the Alvin S. Glenn Detention Center (ASGDC)

Background

Since 2001, the ASGDC has had a privatized medical contract. In August 2018, Richland County issued an RFP for medical services. Services of the awarded provider include all staff labor, materials, and equipment necessary to establish and operate a Medical Services Section for inmate health care for the medical program at the ASGDC.

The Provider is responsible for medical care of an inmate which commences with the booking and physical placement of the inmate into the Facility. The provider shall provide health care services for all persons committed to the custody of the Facility, except work release and those identified as inmates outside of the facility.

A Request for Proposal was issued, and there were two responses. A team was appointed based on their experience and qualifications to conduct evaluations on the submittals. Based on their consolidated scoring, Correct Care Solutions, LLC is the highest ranked Offeror.

Issues

The Detention Center has an average daily population of approximately 820 inmates. Because the Detention Center is a microcosm of Richland County, the facility has to provide the same medical and mental health service as one would receive if not incarcerated. To ensure a detainee receives the proper medical care, ASGDC must have a competent medical provider at the facility 24 hours a day, 365 days a year.

Fiscal Impact

The funds for a medical contract provider were budgeted in the FY19 budget. The annual cost is \$4,216,612.00.

Past Legislative Actions

Minimum Standards for Local Detention Facilities in South Carolina outline requirement for medical and mental services.

The United States Supreme Court ruled in *Estelle v Gamble*, 429 U.S. 97, 97 S. Ct. 285 (1976) that prison inmates had a "constitutional right" to health care access.

Alternatives/Solutions

1. Award the contract to the highest ranked offeror: Correct Care Solutions, LLC, or
2. Do Not award the contract to provide health care and medical services to detainees

Staff Recommendation

ASGDC recommends that Council award the Inmate Health Care and Medical Services contract to Correct Care Solutions, LLC.

Attachments

- 1) Consolidated evaluation score sheet

Appendix A

1. Female detainees currently comprise of approximately 10% -12% of the ADP, and male detainees comprise of 90% of the ADP. Juvenile is a separate facility by state law and it is not included in adults ADP. However, the percentage is consistent with the adult population. The average daily population is for the first six months of 2018 is 826 inmates per day.

2. The admissions for 2015 - 2017

Year	Admissions	Males	Females	Juveniles	Total Processed
2015	15041	11691	3350	208	15249
2016	12732	9919	2813	180	12912
2017	12642	9556	2986	143	12685

3. ADP

Year	Males	Females	Total
2015	778	67	845
2016	747	64	811
2017	767	64	831

4. The total number of admissions for 2017 (Total monthly breakdown)

2017	Admission	Males	Females	Juveniles
Jan	843	773	233	11
Feb	1031	779	252	8
Mar	1189	854	235	11
Apr	1108	844	267	14
May	1122	860	262	12
Jun	1103	891	272	17
Jul	1033	793	240	13
Aug	988	763	225	8
Sep	1108	840	268	8
Oct	1142	845	297	15
Nov	904	691	213	13
Dec	945	723	222	13
Total	12642	9656	2986	143

5. The current ADP for 2018
754 Males 72 Females Total 826
6. The status of the majority of the inmates are pre-trial.

Consolidated Evaluations			
RD 109.R 2010 Inmate Health Care and Medical Services	Maximum Points	Company B	Company A
a. FUNCTIONAL REQUIREMENTS:	25		
Evaluator 1		20	25
Evaluator 2		26	26
Evaluator 3		20	25
Evaluator 4		20	23
Evaluator 5		23	23
		108	121
b. PROFILE (previous experiences, references)	20		
Evaluator 1		20	20
Evaluator 2		15	19
Evaluator 3		9	20
Evaluator 4		10	18
Evaluator 5		18	18
		72	96
c. MANDATORY REQUIREMENTS AND SCOPE OF SERVICES	15		
Evaluator 1		10	15
Evaluator 2		7	15
Evaluator 3		15	15
Evaluator 4		13	13
Evaluator 5		13	14
		68	72
d. INSURANCE AND BONDS	10		
Evaluator 1		10	10
Evaluator 2		10	10
Evaluator 3		10	10
Evaluator 4		10	10
Evaluator 5		8	8
		48	48
QUALITY, CONTINGENCY	10		
Evaluator 1		10	10
Evaluator 2		10	10
Evaluator 3		10	10
Evaluator 4		7	9
Evaluator 5		8	8
		45	47
f. EMERGENCY, AND DISASTER CONTROL PLAN	10		
Evaluator 1		5	10
Evaluator 2		10	10
Evaluator 3		10	10
Evaluator 4		9	7
Evaluator 5		8	7
		42	44
g. ELECTRONIC MEDICAL RECORDS INTERGRATION	5		
Evaluator 1		5	5
Evaluator 2		5	5
Evaluator 3		5	5
Evaluator 4		4	5
Evaluator 5		4	4
		23	24
h. TECHNICAL PROPOSAL PREPARATION AND RESPONSE	5		
Evaluator 1		2	5
Evaluator 2		5	5
Evaluator 3		1	5
Evaluator 4		4	4
Evaluator 5		3	4
		16	23
GRANDTOTAL	100	411	474

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 subject thereto

Notes:

First Reading: December 4, 2018
Second Reading: December 11, 2018
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 or scooters, by any source of artificial power (i.e., not propelled by human effort), excluding trains.~~

~~and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.~~

(23) *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.

(34) *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).

(45) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County," as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are ~~one~~ (1) ~~acre~~ ~~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 the vehicle owner's or operator's ~~the~~ 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. An operator (“Commercial Operator”) of a truck tractor, semi-trailer or trailer for commercial purposes [i.e., one or more of these vehicles is regularly used in the operator’s present employment, and not his or her former or speculative future professional employment, or, put differently, the operator is legitimately employed in a capacity that requires the use of one or more of these vehicles] shall be permitted to park such vehicles at the operator’s residence in between use of the truck tractor, semi-trailer or trailer in the operator’s professional employment, including overnight parking. For purposes of this subsection, “regularly used in the operator’s present employment” does not mean that the truck tractor, semi-trailer or trailer may be allowed to be parked at the operator’s residence or at any other residence subject to this ordinance if parked and remaining idle for a period of _____ days.

(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 one (1) acre~~three (3) acres~~ or greater in the (RU) Rural zoning district, are required to be kept in a garage or, carport located at the owner’s or the operator’s residence, 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 ~~one (1) acre~~~~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 ~~or~~ 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 from the provisions of this subsection.

(h) *Penalties:* ~~Anyone violating the provisions of this section~~~~Upon a finding by a deputy sheriff of a violation, any offender~~ shall have an opportunity to cure the violation within _____ days of having been issued a written notice of violation. ~~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 ~~within the period~~, ~~in the~~ prescribed ~~herein~~ 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 any offense prescribed in of this section, enforcement action may commence without an additional notice to cure as set forth above. be taken immediately without the requirement of an opportunity to cure the violation.~~

(i) *Administration and enforcement:* The Sheriff of Richland County, and Deputy Sheriff of Richland County, and any Richland County Code Enforcement Officer commissioned pursuant to S.C.Code Ann. Section 4-9-145 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 Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund

Notes:

First Reading: February 19, 2019

Second Reading: March 5, 2019 {Tentative}

Third Reading: March 19, 2019 {Tentative}

Public Hearing: March 19, 2019

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BROAD RIVER UTILITY SYSTEM FUND ANNUAL BUDGET TO FUND THE UPGRADE THE CEDAR COVE AND STONEY POINT COMMUNITIES LOW ENERGY TREATMENT (LET) SANITARY SEWER SYSTEM IN THE AMOUNT OF \$2,500,000 WITH FUNDS FROM THE FUND BALANCE OF THE BROAD RIVER UTILITY SYSTEM PROPRIETARY FUND.

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

SECTION I. That the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) be appropriated to fund the upgrade the Cedar Cove and Stoney Point communities low energy treatment sanitary sewer system. Therefore, the Fiscal Year 2018-2019 Broad River Sewer Enterprise Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2018 as approved:	\$7,211,038
Broad River Utility System Proprietary Fund Balance	<u>\$2,500,000</u>
Total Broad River Sewer Revenue as Amended:	\$9,711,038

EXPENDITURES

Expenditures appropriated July 1, 2018 as approved:	\$7,211,038
Increase in Budgeted Expenditures	\$2,500,000
Total Broad River Sewer Expenditures as Amended:	\$9,711,038

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

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

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THE _____ DAY OF _____, 2019

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto

Notes:

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

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

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AMCOR RIGID PLASTICS USA, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND AMCOR RIGID PLASTICS USA, LLC UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

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 ("*FILOT Act*"), Code of Laws of South Carolina, 1976, as amended ("*Code*"), 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, Amcor Rigid Plastics USA, LLC (as the successor to Schmalbach Lubeca Plastic Containers USA, Inc.), a limited liability company organized and existing under the laws of the State of Delaware ("*Sponsor*"), together with a developer partner ("*Developer*"), has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 ("*Old FILOT Act*") of the Code, the Sponsor entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County ("*1999 Sponsor FILOT Agreement*") concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC ("*Quatro*") also entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County ("*1999 Developer FILOT Agreement*") concerning certain real property, which two Developer Agreements, as the result of a subsequent assignment by Quatro and a subsequent "conversion" Agreement, have been replaced by a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC and the County ("*2011 Developer FILOT Agreement*") (collectively, the Agreements referenced in this paragraph are referred to herein as the "*Prior Agreements*" and the property subject to the 1999 Sponsor FILOT Agreement is referred to herein as the "*Original Project*");

WHEREAS, the Sponsor has leased, and continues to lease, a manufacturing facility from the Developer in the County;

WHEREAS, to date, the Sponsor and the Developer have exceeded the \$80 million investment target and the 40 job employment target set forth in the Prior Agreements, and have invested a total of approximately \$99 million in the County and currently employ approximately 114 people in the County;

WHEREAS, the Sponsor desires to expand its investment at the manufacturing facility in the County (the “**Expansion Project**”), which Expansion Project will consist of Sponsor’s taxable investment in personal property and possibly real property, and is anticipated to be an investment of up to \$19 million over a five-year period;

WHEREAS, (i) the 1999 Sponsor FILOT Agreement and the 1999 Developer FILOT Agreement (as “converted” by the 2011 Developer FILOT Agreement) each provide for a 20-year term (“**Exemption Period**”) during which property placed in service under each of those Agreements will receive the fee-in-lieu of tax benefits provided thereunder; and (ii) by a Resolution adopted on December 4, 2018 (“**Resolution**”), County Council granted a 10-year extension of the Exemption Periods under each of those Agreements, for a total Exemption Period under each such Agreement of 30 years;

WHEREAS, by its December 4, 2018 Resolution, County Council also agreed to enter into a new FILOT Agreement (“**New FILOT Agreement**”) with the Sponsor with respect to the Sponsor’s future investments in the County, the form of which proposed New FILOT Agreement is attached hereto as Exhibit A;

WHEREAS, the Sponsor desires to utilize the provisions of the FILOT Act to continue to receive fee-in-lieu of tax benefits with respect to the Original Project without the County having title to any portion thereof;

WHEREAS, the FILOT Act provides, at Section 12-44-170 (the “**Conversion Provision**”) that an entity with property subject to a FILOT arrangement under the Old FILOT Act, in connection with which title is held by the County, may elect with the consent of the County to convert from such Old FILOT Act arrangement to an arrangement under the FILOT Act in which title is held by such entity, and such property will automatically be considered “economic development property” for purposes of the FILOT Act;

WHEREAS, the County desires, pursuant to the Conversion Provision, to enter into a “conversion” FILOT Agreement with the Sponsor (the “**Conversion FILOT Agreement**”) with respect to the Original Project and, in connection therewith, to convey to the Sponsor the County’s right, title, and interest in and to the Original Project; and

WHEREAS, the proposed form of the Conversion FILOT Agreement, which is attached hereto as Exhibit B, relating to the Original Project has been prepared and presented to the County in order (i) to satisfy the requirements of the Conversion Provision, (ii) to make certain amendments to update the terms of the 1999 Sponsor FILOT Agreement as necessary or appropriate, and (iii) to reflect the extension of the term of that Agreement, as converted, by 10 years as approved by the Resolution.

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 Expansion Project based on relevant criteria including, the purposes the Expansion Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Expansion 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 Expansion 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 Expansion Project are proper governmental and public purposes and the benefits of the Expansion Project to the public are greater than the costs.

(d) The execution of the New FILOT Agreement and the Conversion FILOT Agreements (collectively, the “***FILOT Agreements***”) will provide a substantial public benefit by supporting and encouraging the Sponsor to maintain its investments and related employment in the County and to make additional investments.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver FILOT Agreements and Related Documents.*

(a) The incentives as described in this Ordinance (“***Ordinance***”) and as more particularly set forth in the FILOT Agreements are hereby approved. The form, terms and provisions of the FILOT Agreements that are before this meeting are approved and all of the FILOT Agreements’ terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“***Chair***”) is authorized and directed to execute the FILOT Agreements 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 FILOT Agreements and to deliver the FILOT Agreements to the Sponsor.

(b) With respect to the Original Project, the County, pursuant to the FILOT Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes (i) the conversion of the Sponsor’s arrangement under the Old FILOT Act to an arrangement under the FILOT Act; and (ii) the transfer of title to the Original Project back to the Sponsor and to the cancellation of the 1999 Sponsor FILOT Agreement and the related October 5, 1999 Inducement and Millage Rate Agreement (to the extent said agreements are not cancelled by operation of law) without further payment to the County thereunder.

Section 3. *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 FILOT Agreements.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: March 5, 2019
Second Reading: _____, 2019
Public Hearing: _____, 2019
Third Reading: _____, 2019

EXHIBIT A
FORM OF NEW FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

AMCOR RIGID PLASTICS USA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

_____, 2019

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Amtcor Rigid Plastics USA, LLC	§1.1
Project Location	1080 Jenkins Brothers Road	Exhibit A
Tax Map No.	See Exhibit A	Exhibit A
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$5 million	§1.1 and §5.1
• Investment Period	10 years	§1.1
• Assessment Ratio	6%	§4.1
• Millage Rate	574.6	§4.1
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1
• Claw Back Information	See Section 5.1	§5.1
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is partner county)	§1.1
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 _____, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor (originally Schmalbach-Lubeca Plastic Containers USA, Inc., with respect to which Amcor Rigid Plastics USA, LLC is the successor in interest), together with a developer partner (“*Developer*”), has made significant prior investments in the County, and in connection therewith, the Sponsor entered into a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Sponsor FILOT Agreement*”) concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC (“*Quatro*”) also entered into a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County concerning certain real property (“*1999 Developer FILOT Agreement*”), which latter Agreement, as the result of a subsequent assignment by Quatro and a subsequent “conversion” FILOT Agreement, has been replaced with a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC (“*Exeter 1080*”) and the County (“*2011 Developer FILOT Agreement*”) (collectively, these three FILOT Agreements are referred to herein as the “*Prior Fee Agreements*”);

(c) To date, the Sponsor and the Developer have exceeded the \$80 million investment target and the 40 job employment target set forth in the Prior Fee Agreements, and have invested a total of approximately \$99 million in the County and currently employ approximately 114 people in the County;

(d) The Sponsor has leased, and continues to lease, a manufacturing facility from the Developer in the County;

(e) The Sponsor and the Developer have satisfied the investment, job, and other requirements set forth in the Prior Fee Agreements;

(f) The Sponsor has committed to expand its investment at the Developer’s facility (“*Facility*”) in the County, which investment will consist of taxable investment anticipated to be approximately \$19 million over the period July 1, 2018 to June 30, 2024;

(g) The Sponsor wishes to enter into a FILOT Agreement with the County with respect to future investments in the County;

(h) By a Resolution adopted on December 4, 2018, County Council agreed to enter into a FILOT Agreement with the Sponsor with respect to the Sponsor’s future investments in the County;

(i) By an ordinance enacted on _____, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“**Act**” means Title 12, Chapter 44 of the Code, as the same may be amended from time to time, and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be June 30, 2019.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$5 million.

“**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 6.1 of this Fee Agreement.

“Facility” has the meaning set forth in the Recitals hereto.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is June 30, 2054, the Final Termination Date is expected to be January 15, 2056, 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.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and (based on the five-year extension being provided by the County pursuant to Section 12-44-30(13) of the Act) ending ten years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period is expected to end on June 30, 2029.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“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 Amcor Rigid Plastics USA, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 8.1 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 December 4, 2018 by adopting an Inducement Resolution, as defined in the Act, on that date.

(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 previously located the Facility in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the twelve-month period ending June 30, 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 on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and of Fairfield County, the County's partner in the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
CLAW BACK**

Section 5.1. Claw Back. If the Company does not meet the Contract Minimum Investment between July 1, 2018 and June 30, 2024, then the Project shall revert retroactively to *ad valorem* taxation and this Fee Agreement shall terminate, and the Company shall, by December 31, 2024, make payment to the County of the difference between the FILOT Payments actually made and the total retroactive amount referred to in this Section.

**ARTICLE VI
DEFAULT**

Section 6.1. *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 (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility 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 material 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 material 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 6.2. *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 6.3. 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 6.4. 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 VII PARTICULAR RIGHTS AND COVENANTS

Section 7.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), 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 7.2. 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 to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

Section 7.3. 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 7.4. 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 7.5. 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 7.6. 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 7.7. 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 7.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$8,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County (the “*Conversion Fee Agreement*”), and (C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters. It is here noted that there is a counterpart “Administration Expenses” provision located at Section 7.8 of the Conversion Fee Agreement (as defined in clause (i)(B) of this paragraph) that mirrors this Section 7.8 and a counterpart definition of “Administration Expenses” in the Conversion Fee Agreement that mirrors the definition of Administration Expenses in this Fee Agreement. Such counterpart Section 7.8 provision also provides for an \$8,000 cap on the obligation of the Sponsor to reimburse the County for Administration Expenses related to the Conversion Fee Agreement, this Fee Agreement, and related matters. The total aggregate obligation of the Sponsor to reimburse the County for Administration Expenses under the Conversion Fee Agreement and this Fee Agreement, combined, is \$8,000. In short, there is not a separate obligation by the Sponsor to reimburse the County for up to \$8,000 in Administration Expenses under each of the two fee agreements; rather, the Sponsor’s total maximum reimbursement obligation under this Section 7.8 and the counterpart Section 7.8, combined, is \$8,000.

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 VIII SPONSOR AFFILIATES

Section 8.1. 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 8.2. 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 XI MISCELLANEOUS

Section 9.1. 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:

Amcors Rigid Plastics USA, LLC
Attn: Director of Real Estate
935 Technology Drive
Ann Arbor, MI 48108

WITH A COPY TO (does not constitute notice):

Amcors Rigid Plastics USA, LLC
Attn: Vice President and General Counsel
935 Technology Drive
Ann Arbor, MI 48108

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 9.2. 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 9.3. 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 9.4. 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 9.5. 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 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. 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 9.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 9.9. 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 9.10. 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 9.11. 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 9.12. 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 9.13. 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 9.14. 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]

AMCOR RIGID PLASTICS USA, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

1080 Jenkins Brothers Road

Tax Map Nos. 17600-01-03, 17600-01-21, 17600-01-28, and 17600-02-38.

EXHIBIT B (see Section 8.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Amcor Rigid Plastics USA, 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 9.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY DECEMBER 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE 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 B
FORM OF CONVERSION FEE AGREEMENT

~#4847-6352-4978 v.3~

**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT
EFFECTING A CONVERSION OF THAT CERTAIN
FEE-IN-LIEU OF TAXES LEASE AGREEMENT**

DATED AS OF _____

BETWEEN

AMCOR RIGID PLASTICS USA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

_____, 2019

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Amtcor Rigid Plastics USA, LLC	§1.1
Project Location	1080 Jenkins Brothers Road	Exhibit A
Tax Map No.	See Exhibit A	Exhibit A
FILOT		
• Phase Exemption Period	30 years	
• Investment Period	5 years	§1.1
• Assessment Ratio	6%	§5.1
• Millage Rate	291.3	§5.1
• Fixed or Five-Year Adjustable Millage	Fixed	§5.1
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is partner county)	§1.1
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 _____, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Amcor Rigid Plastics USA, LLC (the successor in interest to Schmalbach-Lubeca Plastic Containers USA, Inc.), a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor (originally Schmalbach-Lubeca Plastic Containers USA, Inc., with respect to which Amcor Rigid Plastics USA, LLC is the successor in interest), together with a developer partner (“*Developer*”), has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 of the Code (the “*Old Act*”), the Sponsor entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County (“*1999 Sponsor Inducement Agreement*”) and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Sponsor FILOT Agreement*”) concerning certain personal property, and the original Developer, Quatro Mid-Atlantic Resources III, LLC (“*Quatro*”) also entered into an October 5, 1999 Inducement and Millage Rate Agreement with the County and a December 2, 1999 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1999 Developer FILOT Agreement*”) concerning certain real property, which latter two Agreements, as the result of a subsequent assignment by Quatro and a subsequent “conversion” agreement, have been replaced with a June 23, 2011 FILOT Agreement between a new Developer, Exeter 1080 Jenkins Brothers, LLC (“*Exeter 1080*”) and the County (“*2011 Developer FILOT Agreement*”) (collectively, the agreements referenced in this paragraph are referred to herein as the “*Prior Agreements*”);

(c) The Sponsor has leased, and continues to lease, a manufacturing facility from the Developer (“*Facility*”) in the County;

(d) Pursuant to the 1999 Sponsor FILOT Agreement, the Sponsor transferred title to the property subject to that Agreement (the “*Original Project*”) to the County and leased the Original Project back from the County;

(e) The Sponsor desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to any portion thereof;

(f) Section 12-44-170 (“*Conversion Provision*”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

(g) The Sponsor and the Developer have satisfied the investment, job and other requirements set forth in the Prior Agreements;

(h) The County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Sponsor its right, title and interest in and to the Original Project;

(i) In order (i) to satisfy the requirements of the Conversion Provision, (ii) to reflect the extension of the term of the 1999 Sponsor FILOT Agreement by 10 years pursuant to a Resolution adopted by County Council on December 4, 2018, and (iii) to make certain amendments to update the terms of the 1999 Sponsor FILOT Agreement as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

(j) The County has determined that this Fee Agreement meets the applicable requirements of the Act;

(k) The County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof; and

(l) By an ordinance enacted on _____, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof.

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.

“1999 Sponsor FILOT Agreement” means the 1999 FILOT Lease Agreement between the County and the Sponsor, dated as of December 2, 1999.

“1999 Sponsor Inducement Agreement” means the Inducement and Millage Rate Agreement between the Sponsor and the County dated October 5, 1999, in which the County and the Sponsor agreed, among other things, to a payment-in-lieu of taxes arrangement for the Original Project.

“Act” means Title 12, Chapter 44 of the Code, as the same may be amended from time to time, and all future acts successor or supplemental thereto.

“Act Minimum Investment Requirement” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“Code” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means December 31, 1999, which was the last day of the property tax year during which Economic Development Property was first placed in service.

“Conversion Provision” means Section 12-44-170 of the Act.

“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 5.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 5.3 of this Fee Agreement; (ii) a casualty as described in Section 5.4 of this Fee Agreement; or (iii) a condemnation as described in Section 5.5 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 6.1 of this Fee Agreement.

“Exeter 1080” has the meaning set forth in the Recitals hereto.

“Facility” has the meaning set forth in the Recitals hereto.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 5.1.

“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 June 30, 2034, the Final Termination Date is expected to be January 15, 2037, 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.

“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 ended on December 31, 2004.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“Original Project” means the property subject to the 1999 Sponsor FILOT Agreement.

“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.

“Prior Documents” means the 1999 Sponsor FILOT Agreement and the 1999 Sponsor Inducement Agreement.

“Project” means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. For purposes of this Fee Agreement, the parties agree that Project property shall consist of such property so identified by the Sponsor in connection with its annual filing with the Department of a Department Form PT-300, or such comparable form, and with such schedules as the Department may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Project. Although the parties hereto contemplate that all of the property subject to the 1999 Sponsor FILOT Agreement on the date of this Fee Agreement is personal property, the parties are nevertheless including a reference to Real Property and Improvements under this Fee Agreement in the event that now or in the future, there is any property subject to this Fee Agreement that might be considered Real Property or Improvements.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 3.2(b) describes, and consists of the land identified on Exhibit A of this Fee Agreement. On the effective date of this Fee Agreement, such land and improvements thereon are leased by the Sponsor from Exeter 1080.

“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 5.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 5.4(c) or Section 5.5(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 Amcor Rigid Plastics USA, LLC (the successor in interest to Schmalbach-Lubeca Plastic Containers 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 at the Project and, following receipt of the County’s approval pursuant to Section 8.1 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 CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE

Section 2.1. Election to Convert. Pursuant to the Conversion Provision, the Sponsor hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Sponsor’s election to convert as required by the Act.

Section 2.2. Replacement of Lease and Related Documents. The Sponsor and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyance of the assets described in Section 2.3, the Prior Documents are terminated. The parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Sponsor under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 1.1 hereof, the Fee Term hereunder shall be based on a 30 year Phase Termination Date.

Section 2.3. Conveyance on Conversion. Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Sponsor or its designee all assets comprising the Original Project that are currently titled in the County pursuant to the terms of the 1999 Sponsor FILOT Agreement. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Sponsor or its designee to evidence or confirm such conveyance.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1. *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 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.

(d) The County has located the Facility in the Multicounty Park.

Section 3.2. *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 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.

(e) 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 IV THE PROJECT

Section 4.1. *The Project.* The Sponsor has constructed and/or acquired the Project.

Section 4.2 *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 4.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and of Fairfield County, the County's partner in 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 V FILOT PAYMENTS

Section 5.1. *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, if any, 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 291.3, which is the applicable millage rate under the 1999 Sponsor FILOT Agreement.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 5.7.

Section 5.2. 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 5.1, 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 5.3. 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 5.4. 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 5.5. 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 5.6. 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 5.1(a)(i) of this Fee Agreement.

Section 5.7. 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 5.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE VI
DEFAULT**

Section 6.1. 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 (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility 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 material 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 material 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 6.2. 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 6.3. 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 6.4. 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 VII PARTICULAR RIGHTS AND COVENANTS

Section 7.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), 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 7.2. 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 to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

Section 7.3. 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 7.4. 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 7.5. 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 7.6. 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 7.7. 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 7.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$8,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County (the "*New Fee Agreement*"), and

(C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters. It is here noted that there is a counterpart “Administration Expenses” provision located at Section 7.8 of the New Fee Agreement (as defined in clause (i)(B) of this paragraph) that mirrors this Section 7.8 and a counterpart definition of “Administration Expenses” in the New Fee Agreement that mirrors the definition of Administration Expenses in this Fee Agreement. Such counterpart Section 7.8 provision also provides for an \$8,000 cap on the obligation of the Sponsor to reimburse the County for Administration Expenses related to the New Fee Agreement, this Fee Agreement, and related matters. The total aggregate obligation of the Sponsor to reimburse the County for Administration Expenses under the New Fee Agreement and this Fee Agreement, combined, is \$8,000. In short, there is not a separate obligation by the Sponsor to reimburse the County for up to \$8,000 in Administration Expenses under each of the two fee agreements; rather, the Sponsor’s total maximum reimbursement obligation under this Section 7.8 and the counterpart Section 7.8, combined, is \$8,000.

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 VIII SPONSOR AFFILIATES

Section 8.1. *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 8.2. *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 IX MISCELLANEOUS

Section 9.1. *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:

Ancor Rigid Plastics USA, LLC
Attn: Director of Real Estate
935 Technology Drive
Ann Arbor, MI 48108

WITH A COPY TO (does not constitute notice):

Ancor Rigid Plastics USA, LLC
Attn: Vice President and General Counsel
935 Technology Drive
Ann Arbor, MI 48108

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 9.2. 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 9.3. 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 9.4. 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 9.5. 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 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. 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 9.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 9.9. 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 9.10. 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 9.11. *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 9.12. *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 9.13. *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 9.14. *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]

AMCOR RIGID PLASTICS USA, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

1080 Jenkins Brothers Road

Tax Map Nos. 17600-01-03, 17600-01-21, 17600-01-28, and 17600-02-38.

EXHIBIT B (see Section 8.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Amcor Rigid Plastics USA, 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 9.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY DECEMBER 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County and Project ES, including a negotiated fee in lieu of ad valorem tax and special source revenue credits arrangement; identifying the project; and other matters related thereto

Notes:

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT ES, INCLUDING A NEGOTIATED FEE IN LIEU OF AD VALOREM TAX AND SPECIAL SOURCE REVENUE CREDITS ARRANGEMENT; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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”) and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park 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 and the claiming of special source revenue credits against such FILOT Payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with certain infrastructure and other qualifying property related to a project;

WHEREAS, Project ES, an entity whose name cannot be publicly disclosed at this time, acting on behalf of itself, one or more affiliates, and/or other project sponsors (collectively “Sponsor”), desires to invest capital in the County in order to establish and/or expand certain facilities to be located in the County (collectively, “Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$77,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the FILOT Act, as well as certain Special Source Credits to be applied against such FILOT Payments pursuant to the Multi-County Park Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the FILOT Act.

Section 2. As contemplated by Section 12-44-40(I) of the FILOT Act, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; and (f) the benefits of the Project are greater than the costs.

Section 3. County Council commits to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project, which constitutes economic development property and certain Special Source Credits to be applied against such FILOT Payments. The further details of the FILOT Payments, Special Source Credits, and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before and after the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the FILOT Act.

Section 5. This Resolution is effective after its approval by the County Council.

RESOLVED: MARCH 5, 2019

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: DEBORA D. LLOYD

Home Address: 229 Windsor Point Rd, Unit 5C

Telephone: (home) 803-736-0098 (work) 803-764-2973

Office Address: 10-B CLUSTERS Court Columbia, SC 29210

Email Address: dlloyd@msn.com

Educational Background: USC - Political Science & Journalism

Professional Background: Insurance Litigation Specialist, Professional Fundraiser

Male [] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: Hospitatory or when needed

Reason for interest: As a person w/ years of community organizing and engagement, it would be an honor to help fund worthy organizations

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Event planner, fund raiser, creating organizations, making budgets, detail oriented organizer, grants writer

Presently serve on any County Committee, Board or Commission? NA

Any other information you wish to give? I welcome the opportunity to serve.

Recommended by Council Member(s): Steven Daiter

Hours willing to commit each month: as needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes X No _____

If so, describe: I served on the Board of the Auntie Kare Foundation, One Columbia, and presently serve on the board of Famously Hot New Year. I volunteer for Auntie Karen's Legends of Concert Series

Deborah D. Lloyd
Applicant's Signature

12/6/18
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>12-11-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes No

If so, describe: _____

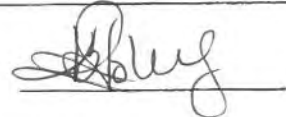

Applicant's Signature

1-25-2019
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-25-19</u>	Received by: 
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Jeffrey Walker
Home Address: 1304 Sander St Apt B
Telephone: (home) 803-569-9926 (work) 803-576-3260
Office Address: 201 John Mark Dail Drive Columbia SC 29209
Email Address: walkerj@rogov.us
Educational Background: Stratford High School of Goose Creek, SC, Some college
Professional Background: 5 years at Alvin S. Glenn Detention Center
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Grievance Committee
Reason for interest: I want to be apart of something to help others.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have great people skills along with the gift of listening.
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? N/A
Recommended by Council Member(s): Norman Jackson
Hours willing to commit each month: at least 30 hours per month

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No JW

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No JW

If so, describe: _____

[Signature] _____ 12-28-18
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>12-31-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

SGT. JEFFREY WALKER

From: Norman Jackson
Sent: Sunday, December 23, 2018 5:00 PM
To: SGT. JEFFREY WALKER
Subject: Re: Grievance Committee

Sgt. Walker,

Thanks for contacting me on your desire to serve on the Grievance Committee. I appreciate your interest and efforts to be a part of the solution and an advocate for equal and fair treatment.

I leave Richland County Council at the end of the year but I will forward your email to my colleagues in support of you serving on the Committee.

I wish you success and applaud you on your interest in doing your civic duty.

Good luck

Norman Jackson
Richland County Council
District 11

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "SGT. JEFFREY WALKER" <WALKER.JEFFREY@richlandcountysc.gov>
Date: 12/23/18 10:01 AM (GMT-05:00)
To: Norman Jackson <Jackson.Norman@richlandcountysc.gov>
Subject: Grievance Committee

Morning Mr. Jackson,

I am interested in joining the Grievance Committee. I want to do my part and ensure that employees of Richland County are being treated fairly during their disciplinary process. I have been a proud employee of Alvin S. Glenn Detention, Richland County for 5 years and counting.

The purpose of this email, I am asking you for your recommendation. Like I stated before my interest in the Grievance Committee is very high. I would greatly appreciate your help in this matter.

Thanks,

Jeffrey Walker

Sergeant
Richland County Government
Alvin S. Glenn Detention Center
Security Division
WALKERJ@rcgov.us

P 803-576-3260 F 803-576-3298



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Susan Hairston-Hunt
Home Address: 88 Hamptonwood Way Columbia SC 29209
Telephone: (home) 803 783-9116 (work) 803 576-2387
Office Address: 400 Powell Rd Columbia SC 29203
Email Address: susandhairston@gmail.com / Hairston-HuntS@rcgov.us
Educational Background: BS Legal Studies
Professional Background: _____
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Employee Grievance Committee
Reason for interest: I believe getting involved can make a difference and its starts with self.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
21 years military service, a sense of fairness, current Richland County Employee
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: 30

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

Susan Lawton-Hunt
Applicant's Signature

1/7/19
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-7-19</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2

EXECUTIVE SUMMARY

Date: January 3, 2019

To: Dr. John Thompson
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Trenholm Acres/ New Castle NIP – Public Meeting Summary with Recommendations

The Trenholm Acres/ New Castle Neighborhood Improvement Project (Trenholm Acres/ New Castle NIP) is one of seven Neighborhood Improvement Projects included in the 2012 Referendum, with a total budgeted amount of \$5.39 million. The Richland County Transportation Program conducted one public meeting for the Trenholm Acres/ New Castle NIP, and completed conceptual studies. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

November 15, 2018 Public Meeting

The Richland County Transportation Program held a public meeting for the Trenholm Acres/ New Castle NIP on Thursday, November 15, 2018 from 5:00 to 7:00 p.m. at the Trenholm Acres New Castle Community Center, located at 5819 Shakespeare Rd. The meeting was an informal, open house format with project displays and Richland County Transportation Program representatives present to answer questions. As people entered the meeting, staff provided a handout and a comment card, and encouraged the public to provide comments and rank the proposed improvements in the neighborhood plan, after they reviewed the displays and asked questions they may have. In addition to staff, 43 people attended the meeting.

The project displays provided an aerial overview map and typical sections of the proposed the neighborhood improvements included in Appendix A. The proposed improvements include sidewalks on Shakespeare Rd, Claudia Dr, Warner Dr, Westmore Dr, Sprott St, and Nancy Ave; and Streetscapes on Two Notch Rd, Fontaine Rd, and Parklane Rd. The major streetscapes include sidewalk repairs and planted medians.

During the comment period, staff received 37 comment cards and emails. The following lists the improvements in order of preference based on the numerical value that the public ranked projects with a lower score being a more desired project:

1. Shakespeare Road Sidewalk- 3.56
2. Claudia Drive Sidewalk- 3.94
3. Warner Drive Sidewalk- 4.69
4. Westmore Drive Sidewalk- 4.81
5. Humphrey Drive Sidewalk- 5.24
6. Two Notch Road Streetscape- 5.69
7. Fontaine Road Streetscape- 5.8
8. Sprott Street Sidewalk- 6.69
9. Nancy Avenue Sidewalk- 6.75
10. Parklane Streetscape- 6.8

Of the comments received in favor of sidewalks, 14 did not properly rank the projects, so their rankings were not incorporated into the overall rankings but were considered in the final recommendations. Three comments received concerned children's safety and the need for sidewalks to help keep children safe. Three comments asked for speed bumps on Claudia drive. Appendix B contains a summary of all public comments and preferences.

Recommendations

As a result of the comments received from the public meeting and coordination with project stakeholders, as well as safety considerations, project impacts, and available funding, the following projects are recommended for further design studies. Although the Two Notch and Fontaine Road Streetscapes were ranked marginally higher than the Sprott Street and Nancy Avenue Sidewalks, these two are not recommended for further study due to the minimal opportunity for landscaping the medians due to traffic/access issues, long-term maintenance by Richland County, and also due to the fact they each currently provide sidewalk accommodations. Additionally, conceptual cost estimates find these projects to total approximately to the project budget:

1. Shakespeare Road Sidewalk
2. Claudia Drive Sidewalk
3. Warner Drive Sidewalk
4. Westmore Drive Sidewalk
5. Humphrey Drive Sidewalk
6. Sprott Street Sidewalk
7. Nancy Avenue Sidewalk

Appendix A: November, 15, 2018 Public Meeting Information

Appendix B: Public Comments

TRENHOLM ACRES & NEWCASTLE

NEIGHBORHOOD IMPROVEMENTS
PUBLIC INFORMATION MEETING
NOVEMBER 15, 2018

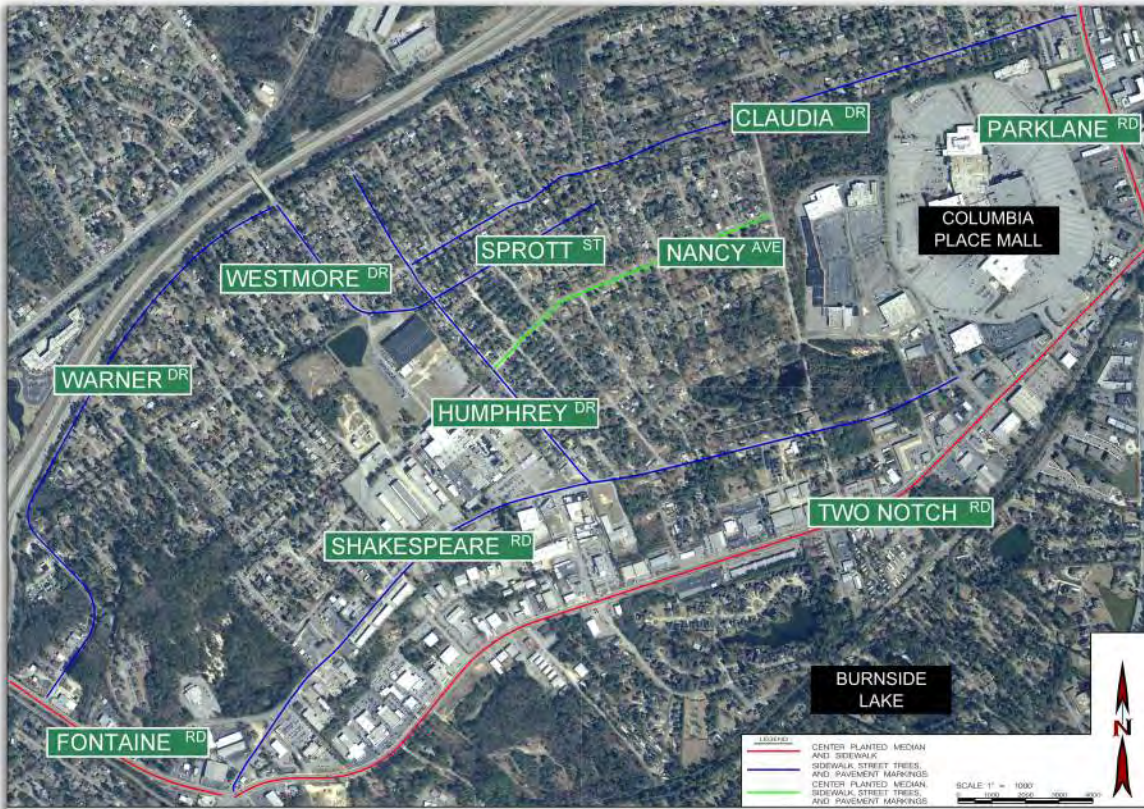


Mead & Hunt





TRENHOLM ACRES & NEWCASTLE NEIGHBORHOOD IMPROVEMENTS PUBLIC INFORMATION MEETING NOVEMBER 15, 2018



CONCEPT DESIGN

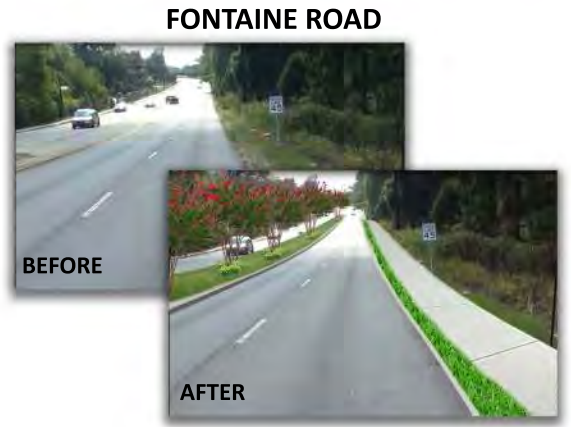
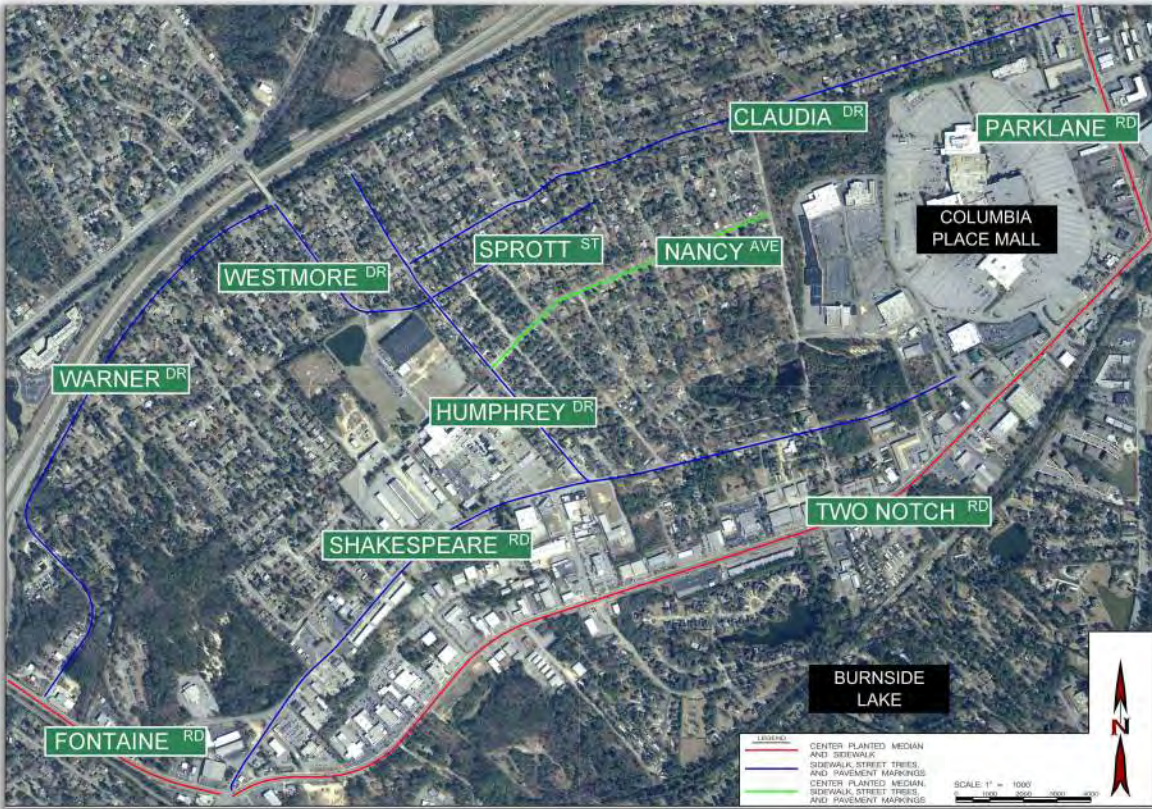
CLAUDIA DRIVE, HUMPHREY DRIVE, SHAKESPEARE ROAD,
SPROTT STREET, WARNER DRIVE, AND WESTMORE DRIVE



SCOPE: SIDEWALK, STREET TREES, AND PAVEMENT MARKINGS

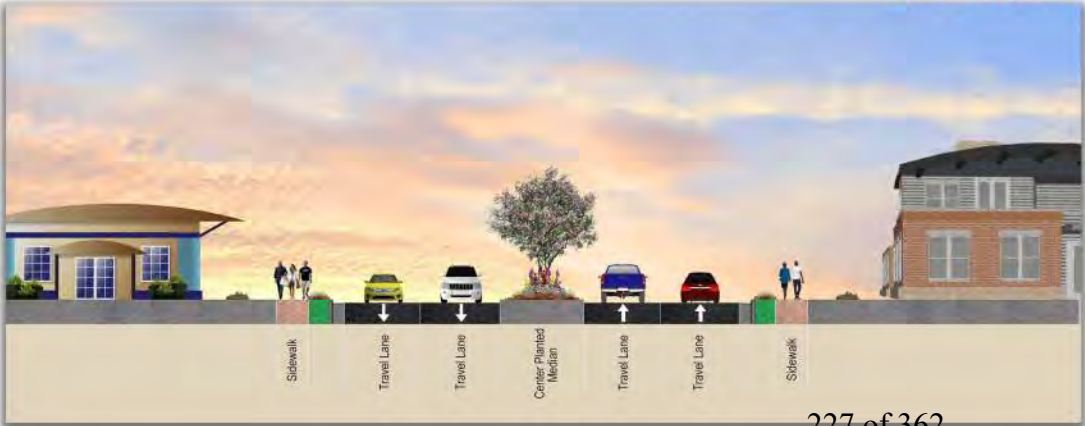


TRENHOLM ACRES & NEWCASTLE NEIGHBORHOOD IMPROVEMENTS PUBLIC INFORMATION MEETING NOVEMBER 15, 2018



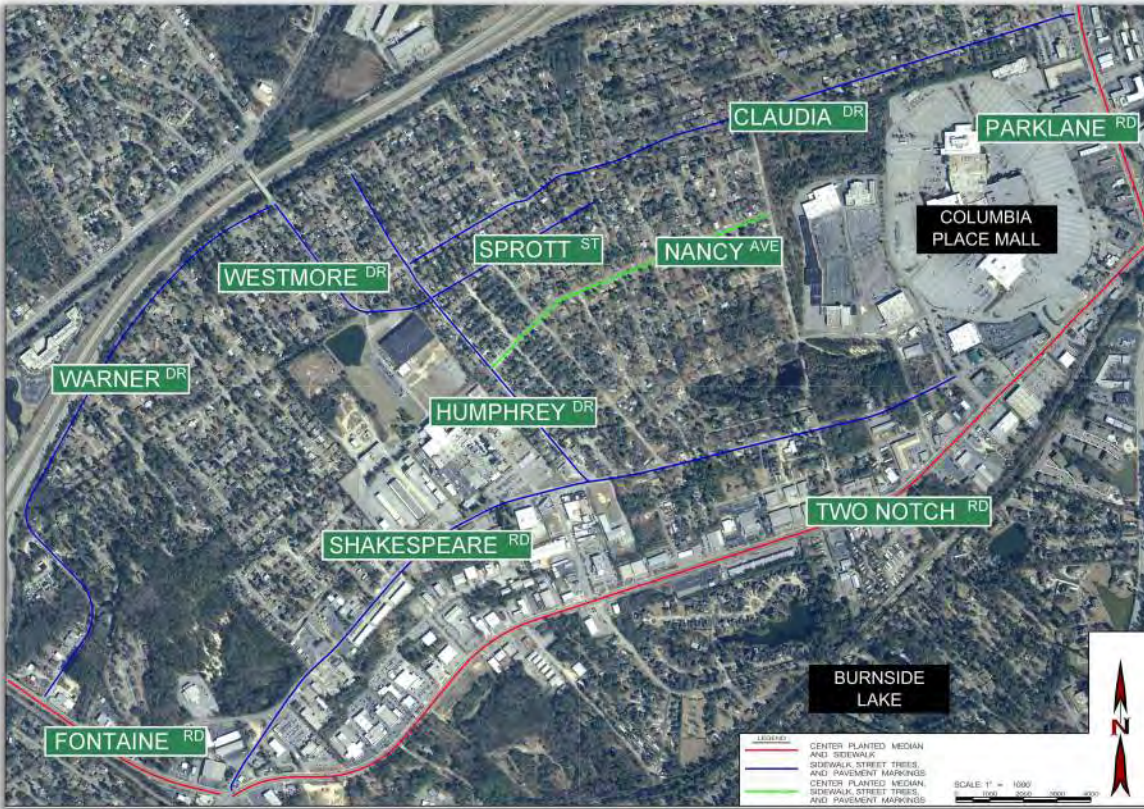
CONCEPT DESIGN

FONTAINE ROAD, TWO NOTCH ROAD, AND PARKLANE ROAD





TRENHOLM ACRES & NEWCASTLE NEIGHBORHOOD IMPROVEMENTS PUBLIC INFORMATION MEETING NOVEMBER 15, 2018



NANCY AVENUE



BEFORE



AFTER

CONCEPT DESIGN

NANCY AVENUE



SCOPE:

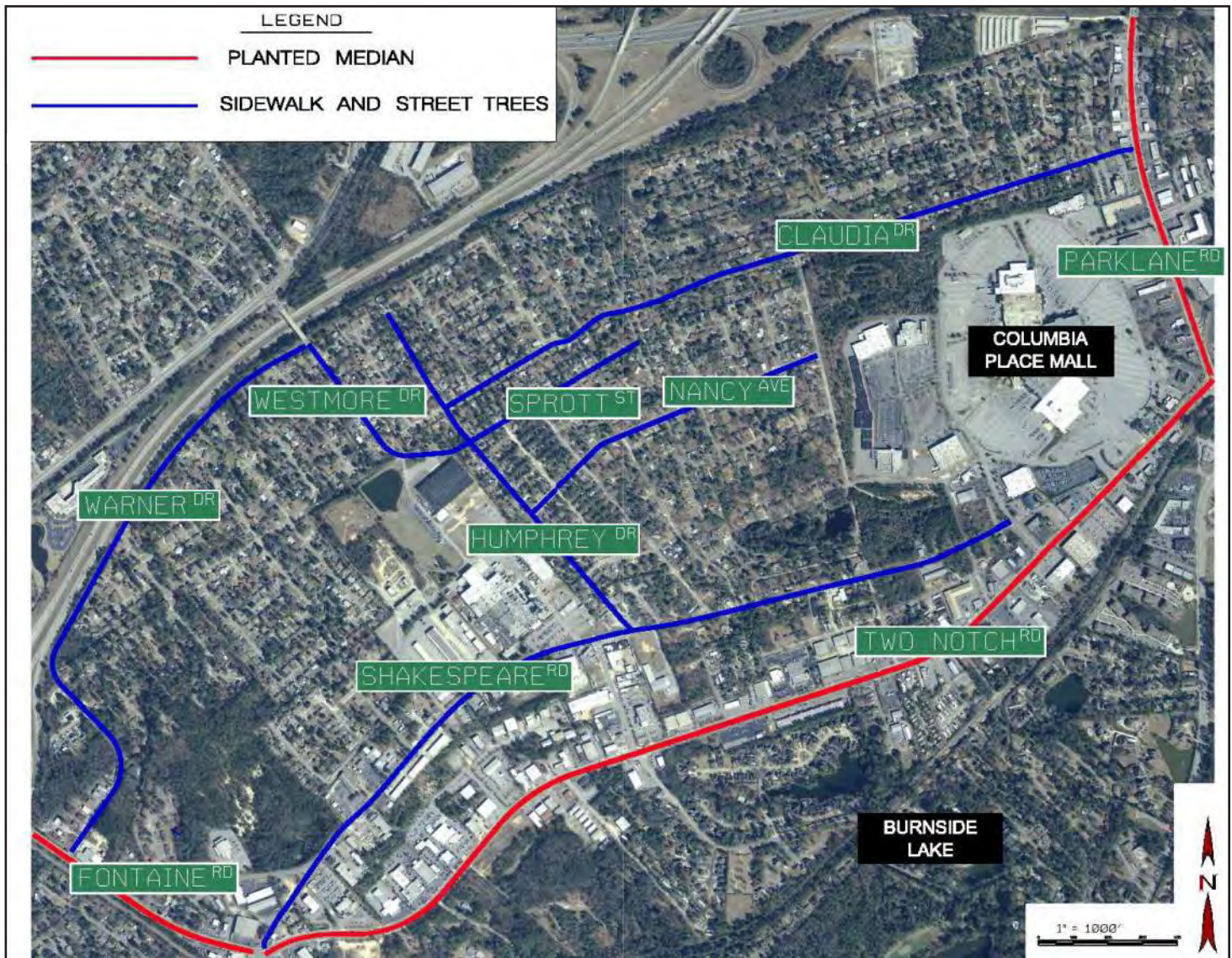
**CENTER PLANTED MEDIAN,
SIDEWALK, STREET TREES,
AND PAVEMENT MARKINGS**



TRANSPORTATION PROGRAM PUBLIC MEETING

TRENHOLM ACRES/ NEW CASTLE NEIGHBORHOOD IMPROVEMENT

Public Information Meeting – November 15, 2018



WELCOME

The purpose of the meeting is to gather input from the local community, concerned citizens, and project stakeholders on the proposed improvements in the Trenholm Acres/ New Castle Neighborhood area. You are encouraged to review the various displays and discuss your questions or concerns with any of the Richland Penny Program representatives.

PROJECT OVERVIEW

The Richland Penny Program is proposing neighborhood improvements to the Trenholm Acres/ New Castle Neighborhood area. The project includes landscaped medians and sidewalks with trees and road markings for improve safety. The proposed improvements will take place on Parkline Road, Two Notch Road, Fontaine Road, Shakespeare Road, Nancy Avenue, Warner Drive, Westmore Drive, Sprott Street, Claudia Drive and Humphrey Drive shown on the map above.



TRANSPORTATION PROGRAM PUBLIC MEETING

TRENHOLM ACRES/ NEW CASTLE NEIGHBORHOOD IMPROVEMENT

Public Information Meeting – Comment Card
November 15, 2018

Richland County Department of Transportation
2020 Hampton Street
PO Box 192
Columbia, SC 29201

How did you learn about the meeting?

Flyer Radio TV Newspaper Road Sign Word of Mouth Other

Please submit comments by November 30, 2018 in one of the following ways:
Drop this form in the comment card box before you leave the meeting.
Mail this card to Richland County Dept. of Transportation, 2020 Hampton St., PO Box 192, Columbia, SC 29201.
Email comments to transportationpenny@richlandcountysc.gov.
Call 844-RCPenny (844-727-3669) for more information about this project.

Appendix B

TRENHOLM ACRES NEW CASTLE NEIGHBORHOOD IMPROVEMENT PUBLIC MEETING COMMENTS 11/15/18

#	Comment										
1	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><u>10</u> Fontaine Road Streetscape</td> <td style="width: 50%;">_____ Nancy Avenue Sidewalk</td> </tr> <tr> <td><u>10</u> Two Notch Road Streetscape</td> <td>_____ Sprott Street Sidewalk</td> </tr> <tr> <td><u>10</u> Parklane Road Streetscape</td> <td><u>1</u> Claudia Drive Sidewalk</td> </tr> <tr> <td><u>1</u> Shakespeare Road Sidewalk</td> <td>_____ Westmore Drive Sidewalk</td> </tr> <tr> <td><u>1</u> 10 Humphrey Drive Sidewalk</td> <td>_____ Warner Drive Sidewalk</td> </tr> </table>	<u>10</u> Fontaine Road Streetscape	_____ Nancy Avenue Sidewalk	<u>10</u> Two Notch Road Streetscape	_____ Sprott Street Sidewalk	<u>10</u> Parklane Road Streetscape	<u>1</u> Claudia Drive Sidewalk	<u>1</u> Shakespeare Road Sidewalk	_____ Westmore Drive Sidewalk	<u>1</u> 10 Humphrey Drive Sidewalk	_____ Warner Drive Sidewalk
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<u>1</u> Humphrey Drive Sidewalk	<u>1</u> Warner Drive Sidewalk										

9	<p>I am a resident of the Trenholm Acres Extension Community and these are my concerns from the Public Information Meeting I attended on 11/15/18.</p> <p>Based on the information presented at the Meeting, your plans are set. However, this is my input for what its worth.</p> <ol style="list-style-type: none"> 1. Two Notch Road Streetscape 2. Claudia Drive Sidewalk 3. Shakespeare Road Sidewalk 4. Humphrey Drive Sidewalk 5. Westmore Drive Sidewalk <p><u>Additional Concerns</u></p> <p>I do not understand why none of the streets to the RIGHT of Claudia Drive are included in this Improvement. We are not exempt from the tax that has been imposed and I would like some answers. In the future, it would be good to get input from the taxpayers/community before (YOU) put the "Plan" in place; at least they feel as if they had input. Thank you.</p>		
10	<p>Hello,</p> <p>I hope all is well. I am a resident of this neighborhood and I reside on Judy St. I strongly agree sidewalks should be added to the proposed streets AS WELL as Judy St. Humphrey Drive should be repaved with a quickness. There are several large vehicle damaging potholes. Westmore Drive has a huge litter issue that should be addressed along with adding a sidewalk.</p> <p>I strongly opposed the Fontaine, Parklane and Two Notch streetscape. For obvious reasons, please refer to Nancy Ave streetscape and its disrepair. I'm certain when the streetscape was completed it was beautiful. However, it takes regular maintenance to ensure the nice and neat appearance which SCDOT/ County/City does not provide. I have expressed my concern several times regarding the overgrown grass, litter and the unpruned trees that impede motorists' visibility to no avail. The Nancy Ave streetscape remains unkept and unsightly. It doesn't add any value to the neighborhood. It lessens the value as does the continuous litter, illegal dumping and garbage issues in this neighborhood. Reference N. Lake Marian Circle behind Value City between Roof St. and Columbia Mall Rd.</p> <p>Shakespeare Rd is also unkept. It is frequently littered, the grass and the trees are overgrown. There isn't any scheduled litter pick up or streetcleaning. Residents must request litter pickup even though the SCDOT/County/City is aware of the highly littered area. It takes 30-45 days for the request to be processed. However, please note, recently the trees were trimmed from the road.</p> <p>Two Notch Rd is always littered and public domains are unkept (overgrown grass/trees) from Home Depot to Beltline. Please note Parklane/Decker and Two Notch by overpass. Unoccupied houses/buildings are in ruins due to absentee owners not maintaining their properties. This is should be addressed. Ironically, the further you travel up Two Notch Rd, towards Spring Valley, the cleaner and manicured it becomes. The streetscape of these areas in long term will not be of any value due to the required maintenance. Improving the maintenance of the neighborhood would improve the appearance and value of the neighborhood.</p>		
11	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Fontaine Road Streetscape Two Notch Road Streetscape Parklane Road Streetscape Shakespeare Road Sidewalk <u>2</u> Humphrey Drive Sidewalk </td> <td style="width: 50%; vertical-align: top;"> <u>2</u> Nancy Avenue Sidewalk <u>2</u> Sprott Street Sidewalk <u>2</u> Claudia Drive Sidewalk Westmore Drive Sidewalk <u>10</u> Warner Drive Sidewalk </td> </tr> </table>	Fontaine Road Streetscape Two Notch Road Streetscape Parklane Road Streetscape Shakespeare Road Sidewalk <u>2</u> Humphrey Drive Sidewalk	<u>2</u> Nancy Avenue Sidewalk <u>2</u> Sprott Street Sidewalk <u>2</u> Claudia Drive Sidewalk Westmore Drive Sidewalk <u>10</u> Warner Drive Sidewalk
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	<p>A lot of streets are missing... Hazel St.; Parkingson Dr; Pinedale; Parkview. Need speed bumps- sidewalks- roads fixed. I would rather see within our own neighborhood, than out on Fontaine, Two Notch, Parklane, or Shakespeare.</p>										
<p>12</p>	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table border="0"> <tr> <td><input type="checkbox"/> Fontaine Road Streetscape</td> <td><input checked="" type="checkbox"/> Nancy Avenue Sidewalk</td> </tr> <tr> <td><input type="checkbox"/> Two Notch Road Streetscape</td> <td><input type="checkbox"/> Sprott Street Sidewalk</td> </tr> <tr> <td><input checked="" type="checkbox"/> Parklane Road Streetscape</td> <td><input type="checkbox"/> Claudia Drive Sidewalk</td> </tr> <tr> <td><input type="checkbox"/> Shakespeare Road Sidewalk</td> <td><input type="checkbox"/> Westmore Drive Sidewalk</td> </tr> <tr> <td><input checked="" type="checkbox"/> Humphrey Drive Sidewalk</td> <td><input type="checkbox"/> Warner Drive Sidewalk</td> </tr> </table> <p>The median on Nancy need to be remodeled and maintained. Also it would be very helpful to have slow children playing also bus stops indicated within the neighborhood.</p>	<input type="checkbox"/> Fontaine Road Streetscape	<input checked="" type="checkbox"/> Nancy Avenue Sidewalk	<input type="checkbox"/> Two Notch Road Streetscape	<input type="checkbox"/> Sprott Street Sidewalk	<input checked="" type="checkbox"/> Parklane Road Streetscape	<input type="checkbox"/> Claudia Drive Sidewalk	<input type="checkbox"/> Shakespeare Road Sidewalk	<input type="checkbox"/> Westmore Drive Sidewalk	<input checked="" type="checkbox"/> Humphrey Drive Sidewalk	<input type="checkbox"/> Warner Drive Sidewalk
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16 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

10 Fontaine Road Streetscape	_____ Nancy Avenue Sidewalk
10 Two Notch Road Streetscape	_____ Sprott Street Sidewalk
10 Parklane Road Streetscape	<u>✓</u> Claudia Drive Sidewalk
<u>✓</u> Shakespeare Road Sidewalk	_____ Westmore Drive Sidewalk
<u>✓</u> Humphrey Drive Sidewalk	_____ Warner Drive Sidewalk

Shakespeare Road & Humphrey Drive for sure need sidewalk. All the rest of these projects should remain the same with no improvements.

17 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>10</u> Fontaine Road Streetscape	<u>5</u> Nancy Avenue Sidewalk
<u>10</u> Two Notch Road Streetscape	<u>2</u> Sprott Street Sidewalk
<u>10</u> Parklane Road Streetscape	<u>1</u> Claudia Drive Sidewalk
<u>1</u> Shakespeare Road Sidewalk	<u>5</u> Westmore Drive Sidewalk
<u>1</u> Humphrey Drive Sidewalk	<u>1</u> Warner Drive Sidewalk

Pinedale Dr is in Trenholm Acres, which is not on this plan. The only street in Trenholm Acres that on this plan is Claudia Dr. I am only concerned about the streets in Trenholm Acres. I met with Council Jeter when they were planning this Penny Taxes. I told him I would vote for this Penny Tax if they would put sidewalks in Trenholm Acres. I disagree this plan. I was president of Trenholm Acres for years. I don't remember even attending a meeting on this plan.

18 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>10</u> Fontaine Road Streetscape	<u>4</u> Nancy Avenue Sidewalk
<u>10</u> Two Notch Road Streetscape	<u>3</u> Sprott Street Sidewalk
<u>4</u> Parklane Road Streetscape	<u>2</u> Claudia Drive Sidewalk
_____ Shakespeare Road Sidewalk	_____ Westmore Drive Sidewalk
_____ Humphrey Drive Sidewalk	_____ Warner Drive Sidewalk

I am presently president of Trenholm Acres neighborhood. I am appalled that Pinedale Dr, Oakmont, Parkingson Dr, Parkview Dr, Arrowood Dr, are not listed. We have heard promises after promises for over 40 years; promised sidewalks, paved road; regulation of Commercial businesses in resident neighborhood with no evidence of your promises. We have been presented presentations before with no follow-up or follow through. It is time to stop making empty promises and begin serving the people who services most!!! Yes, I am upset, but I am pre-active. I believe that Richland County will hear my cry and be moved to address the needs of all the people of Trenholm Acres. Than you for your consideration.

<p>19</p>	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table border="0"> <tr> <td>1 Fontaine Road Streetscape</td> <td><u>4</u> Nancy Avenue Sidewalk - Sidewalks</td> </tr> <tr> <td>2 Two Notch Road Streetscape</td> <td><u>1</u> Sprott Street Sidewalk</td> </tr> <tr> <td>3 Parklane Road Streetscape</td> <td><u>2</u> Claudia Drive Sidewalk</td> </tr> <tr> <td><u>3</u> Shakespeare Road Sidewalk</td> <td>_____ Westmore Drive Sidewalk</td> </tr> <tr> <td><u>3</u> Humphrey Drive Sidewalk</td> <td><u>10</u> Warner Drive Sidewalk</td> </tr> </table> <p>Hazel, Parkingson, Pinedale, Parkview, Nancy- sidewalk on both sides. I do not care anything about Fontaine, Two Notch, Parklane, Shakespeare, street. Done it does not affect our neighborhood. Please use the money to help the neighborhood.</p>	1 Fontaine Road Streetscape	<u>4</u> Nancy Avenue Sidewalk - Sidewalks	2 Two Notch Road Streetscape	<u>1</u> Sprott Street Sidewalk	3 Parklane Road Streetscape	<u>2</u> Claudia Drive Sidewalk	<u>3</u> Shakespeare Road Sidewalk	_____ Westmore Drive Sidewalk	<u>3</u> Humphrey Drive Sidewalk	<u>10</u> Warner Drive Sidewalk
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23 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>8</u> Fontaine Road Streetscape	<u>4</u> Nancy Avenue Sidewalk
<u>9</u> Two Notch Road Streetscape	<u>5</u> Sprott Street Sidewalk
<u>10</u> Parklane Road Streetscape	<u>3</u> Claudia Drive Sidewalk
<u>1</u> Shakespeare Road Sidewalk	<u>6</u> Westmore Drive Sidewalk
<u>2</u> Humphrey Drive Sidewalk	<u>7</u> Warner Drive Sidewalk

Need to repave Humphrey Drive.

24 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>3</u> Fontaine Road Streetscape	<u>10</u> Nancy Avenue Sidewalk
<u>4</u> Two Notch Road Streetscape	<u>9</u> Sprott Street Sidewalk
<u>5</u> Parklane Road Streetscape	<u>6</u> Claudia Drive Sidewalk
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<u>8</u> Humphrey Drive Sidewalk	<u>1</u> Warner Drive Sidewalk

Warner Drive runs from Westmore to Fontaine. It's the frontage road to the New Castle community. Presently, the road is heavily littered. With the improvement w/sidewalk and trees and the present litter problem, it could become an even bigger eyesore. Whose responsibility would it be to keep it clean? If Warner Dr is a state road, will the County still be responsible for maintenance?

25 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>9</u> Fontaine Road Streetscape	<u>10</u> Nancy Avenue Sidewalk
<u>1</u> Two Notch Road Streetscape	<u>4</u> Sprott Street Sidewalk
<u>2</u> Parklane Road Streetscape	<u>6</u> Claudia Drive Sidewalk
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<u>8</u> Humphrey Drive Sidewalk	<u>3</u> Warner Drive Sidewalk

Two Notch Road and Parklane Road are too busy and congested for more trees. Just repair these two major roads and keep them cleaned. Re-do the other above listed streets, etc.

26 Please rank the projects 1-10, 1 being most desired and 10 being least desired:

<u>9</u> Fontaine Road Streetscape	<u>6</u> Nancy Avenue Sidewalk
<u>8</u> Two Notch Road Streetscape	<u>7</u> Sprott Street Sidewalk
<u>5</u> Parklane Road Streetscape	<u>4</u> Claudia Drive Sidewalk
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<u>1</u> Humphrey Drive Sidewalk	<u>10</u> Warner Drive Sidewalk

1= a lot of foot traffic/ vehicles; 3= main entry to area; 9= main entry to area; 2= main entry to area; 4= main entry to area

27	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table border="0"> <tr> <td><u>10</u> Fontaine Road Streetscape</td> <td><u>5</u> Nancy Avenue Sidewalk</td> </tr> <tr> <td><u>8</u> Two Notch Road Streetscape</td> <td><u>16</u> Sprott Street Sidewalk</td> </tr> <tr> <td><u>9</u> Parklane Road Streetscape</td> <td><u>1</u> Claudia Drive Sidewalk</td> </tr> <tr> <td><u>2</u> Shakespeare Road Sidewalk</td> <td><u>3</u> Westmore Drive Sidewalk</td> </tr> <tr> <td><u>4</u> Humphrey Drive Sidewalk</td> <td><u>7</u> Warner Drive Sidewalk</td> </tr> </table> <p>I desperately need upgrade with sidewalk. Our kids have to walk in the street or someone else's yard. The edge of the road is uneven so that makes it dangerous. We the residents of Trenholm Acres pay our fair of taxes too and deserve better representation. We love to feel safe in our community, and have pride and keep our community clean and beautiful.</p>	<u>10</u> Fontaine Road Streetscape	<u>5</u> Nancy Avenue Sidewalk	<u>8</u> Two Notch Road Streetscape	<u>16</u> Sprott Street Sidewalk	<u>9</u> Parklane Road Streetscape	<u>1</u> Claudia Drive Sidewalk	<u>2</u> Shakespeare Road Sidewalk	<u>3</u> Westmore Drive Sidewalk	<u>4</u> Humphrey Drive Sidewalk	<u>7</u> Warner Drive Sidewalk
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29	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table border="0"> <tr> <td><u>5</u> Fontaine Road Streetscape</td> <td><u>1</u> Nancy Avenue Sidewalk</td> </tr> <tr> <td><u>6</u> Two Notch Road Streetscape</td> <td><u>2</u> Sprott Street Sidewalk</td> </tr> <tr> <td><u>9</u> Parklane Road Streetscape</td> <td><u>3</u> Claudia Drive Sidewalk</td> </tr> <tr> <td><u>7</u> Shakespeare Road Sidewalk</td> <td><u>4</u> Westmore Drive Sidewalk</td> </tr> <tr> <td><u>8</u> Humphrey Drive Sidewalk</td> <td><u>10</u> Warner Drive Sidewalk</td> </tr> </table> <p>Great idea to enhance the surrounding areas. I do appreciate the Penny Tax revenue. I just have a rental property the area, but live somewhere else.</p>	<u>5</u> Fontaine Road Streetscape	<u>1</u> Nancy Avenue Sidewalk	<u>6</u> Two Notch Road Streetscape	<u>2</u> Sprott Street Sidewalk	<u>9</u> Parklane Road Streetscape	<u>3</u> Claudia Drive Sidewalk	<u>7</u> Shakespeare Road Sidewalk	<u>4</u> Westmore Drive Sidewalk	<u>8</u> Humphrey Drive Sidewalk	<u>10</u> Warner Drive Sidewalk
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<u>1</u> Humphrey Drive Sidewalk	<u>6</u> Warner Drive Sidewalk										
<p>33</p>	<p>It would make more sense if the plan would continue to include the streets where some of the street that connect with the mall property and then go up to the new apartment community that is beginning and the side connecting road that is that go down to Two Notch. This might be included later but the road between the property and where we are now should all be included. This might get some of the business and homeowners to do something about the appearance they should contribute to the people who live in the community. This must cause some businesses to consider</p>										

	making themselves available to the public. We should be careful to make sure all the variations plans for areas are all inclusive even when it extends the two and the cost price to completion.										
34	Agree if the legends identified on the charts work to the done. In addition- sidewalks on both sides of the street pavement and sidewalks place within the neighborhood so that walking on the sidewalks are possible. Warner drive curve is very unsafe and needs sidewalk. Street needs to be structured so that cars can be seen in both directions. Very unsafe now. Please put sidewalks on the streets in the neighborhood. Also pave these streets.										
35	<p>Please rank the projects 1-10, 1 being most desired and 10 being least desired:</p> <table> <tr> <td><u>2</u> Fontaine Road Streetscape</td> <td><u>9</u> Nancy Avenue Sidewalk</td> </tr> <tr> <td><u>10</u> Two Notch Road Streetscape</td> <td><u>8</u> Sprott Street Sidewalk</td> </tr> <tr> <td><u>7</u> Parklane Road Streetscape</td> <td><u>5</u> Claudia Drive Sidewalk</td> </tr> <tr> <td><u>3</u> Shakespeare Road Sidewalk</td> <td><u>4</u> Westmore Drive Sidewalk</td> </tr> <tr> <td><u>6</u> Humphrey Drive Sidewalk</td> <td><u>1</u> Warner Drive Sidewalk</td> </tr> </table>	<u>2</u> Fontaine Road Streetscape	<u>9</u> Nancy Avenue Sidewalk	<u>10</u> Two Notch Road Streetscape	<u>8</u> Sprott Street Sidewalk	<u>7</u> Parklane Road Streetscape	<u>5</u> Claudia Drive Sidewalk	<u>3</u> Shakespeare Road Sidewalk	<u>4</u> Westmore Drive Sidewalk	<u>6</u> Humphrey Drive Sidewalk	<u>1</u> Warner Drive Sidewalk
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TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 2/12/19

To: John Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Shop Road Extension Phase 2 - Concept Report and Public Meeting Summary with Recommendations

Introduction

The Shop Road Extension project is a Special Project included in the 2012 Referendum, with an allocated budget of \$71.8 million. The project extends Shop Road from Pineview Road to Garners Ferry Road. Phase 1 of the project, which extends from Pineview Road to Longwood Road, is currently under construction and nearing completion. It is estimated that \$41.3 million will remain to construct Phase 2 which will complete the extension to Garners Ferry Road. The purpose of this document is to summarize the conceptual studies and public input to date and provide recommendations to advance the project.

Concept Report

A Concept Report was prepared for the Shop Road Extension Phase 2 project which describes the existing project area conditions, proposed roadway typical section, four alternative roadway alignments, and the alternatives impact analysis. The report includes cost estimates and details impacts (environmental, rights-of-way (ROW), utility, etc.) for the alternatives. The report also considers other project variables such as at-grade versus grade-separated railroad crossings and the construction of a four lane versus two lane roadway. Refer to Exhibit A to view the Concept Report. Refer to Exhibit B to view the typical section and alignment alternatives.

December 6, 2018 Public Meeting

The Richland County Transportation Program held a Public Meeting for the Shop Road Extension Phase 2 project on Thursday, December 6th, 2018 from 5:00 to 7:00 p.m. at Bluff Road Park, 148 Carswell Drive in Columbia, SC. The meeting was conducted with an informal, open house format where individuals were able to review project displays of the proposed alignment alternatives and typical section and discuss questions with

Richland County Transportation Program representatives. As people entered the meeting, staff provided a project handout and comment card and encouraged the public to provide comments on the proposed alignment alternatives and typical section. Refer to Exhibit B for the public meeting material, including proposed alignment alternatives and typical section.

Thirty people attended the public meeting and a total of 12 written comments were received from the meeting and the following two week comment period. The individuals commented on the proposed alignment alternatives, specific impacts to the residents, project costs, traffic concerns, accessibility, the ROW acquisition process, and bicycle accommodations. The existing undeveloped characteristics of the project area were identified by residents' comments as important and thus dictated most of their preferences for the alternatives. Alternative 2 was strongly and consistently disapproved by residents along Lykesland Trail in order to preserve the rural road. One of the residents also disapproved of Alternative 4 due to noise potential. Three of the residents supported Alternative 3 to minimize impacts to their community and one also supported Alternative 1. Montgomery Lane residents gave preference to Alternate 1 and were not in favor of Alternative 3 due to the proximity of the proposed roadway. The public meeting summary is attached as Exhibit C and has further details on the input collected from the residents.

Prior to advancing the project into the ROW acquisition stage, the Richland County Transportation Program will hold another public meeting. This will allow the residents to view the selected alternative alignment, the proposed side road tie-ins and discuss other specific project concerns.

Recommendations

Based on the comments received at the public meeting as well as consideration of project impacts and costs, Alternative 4 with a two-lane roadway section is recommended for the Shop Road Extension Phase 2 project. Alternative 4 is financially feasible based on the expected project budget and has the fewest wetland and flood zone impacts. In addition, Alternative 4 has the second fewest stream impacts and requires the least area of ROW obtains. Only one comment was received in opposition to Alternative 4 due to noise concern. Although Alternative 2 and Alternative 4 are the closest to the subject property, the Alternative 4 alignment would be greater than 500 feet from the edge of the property.

The recommendation for Alternative 4 includes securing a 200-ft total width ROW and two bridge crossings. The proposed 200-ft ROW width is recommended to accommodate a future four-lane roadway. The two bridge crossings are over Mill Creek and over Norfolk Southern railroad. At this conceptual stage, a bridge is not proposed for the CSX Transportation railroad crossing due to low volume train traffic.

Exhibit A: Concept Report

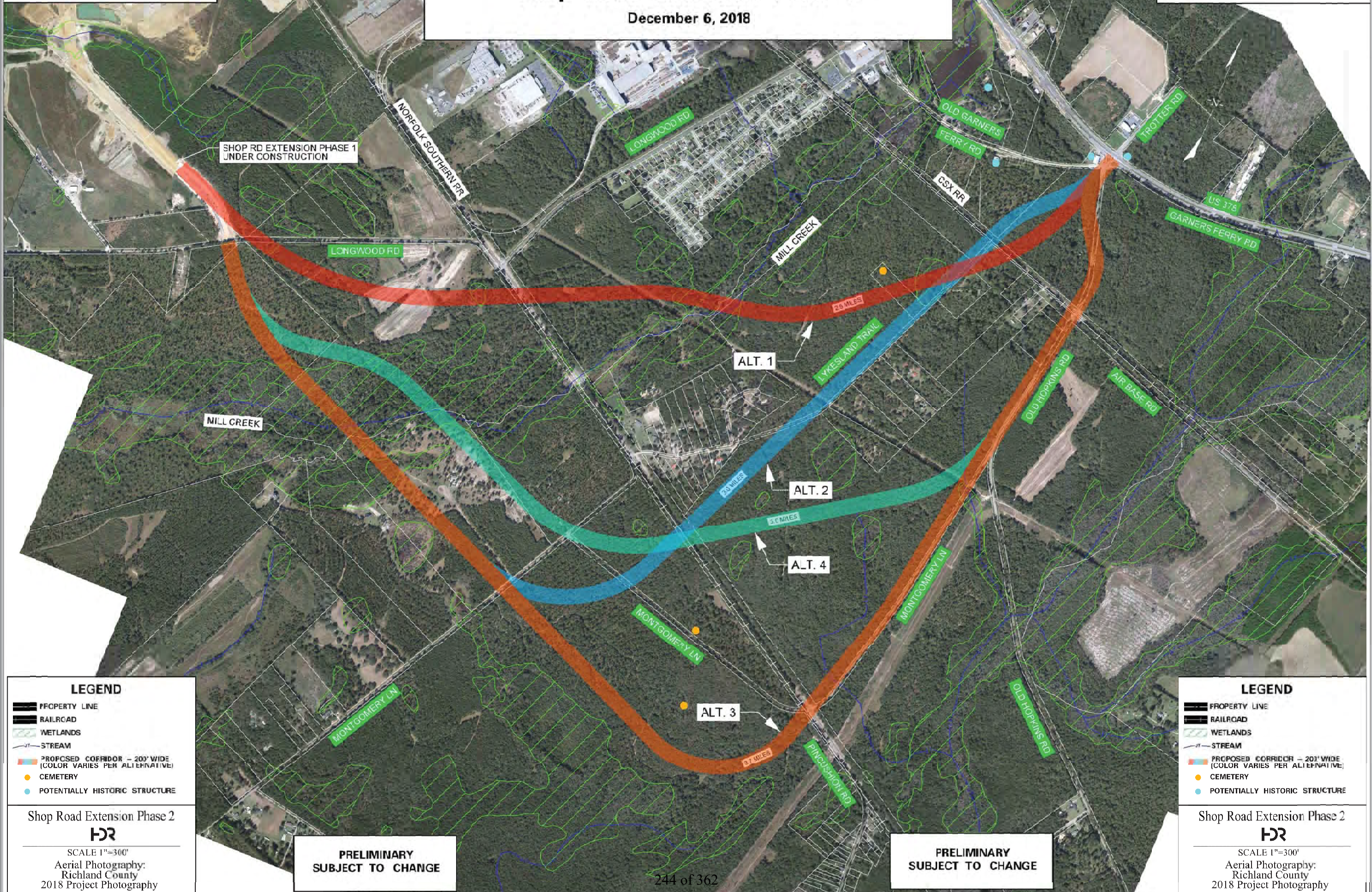
Exhibit B: December 6, 2018 Public Meeting Material

Exhibit C: Public Meeting Summary

PUBLIC INFORMATION MEETING

Shop Road Extension Phase 2

December 6, 2018



LEGEND

- ▬ PROPERTY LINE
- ▬ RAILROAD
- ▬ WETLANDS
- STREAM
- ▬ PROPOSED CORRIDOR - 200' WIDE (COLOR VARIES PER ALTERNATIVE)
- CEMETERY
- POTENTIALLY HISTORIC STRUCTURE

Shop Road Extension Phase 2

HR

SCALE 1"=300'

Aerial Photography:
Richland County
2018 Project Photography

**PRELIMINARY
SUBJECT TO CHANGE**

**PRELIMINARY
SUBJECT TO CHANGE**

LEGEND

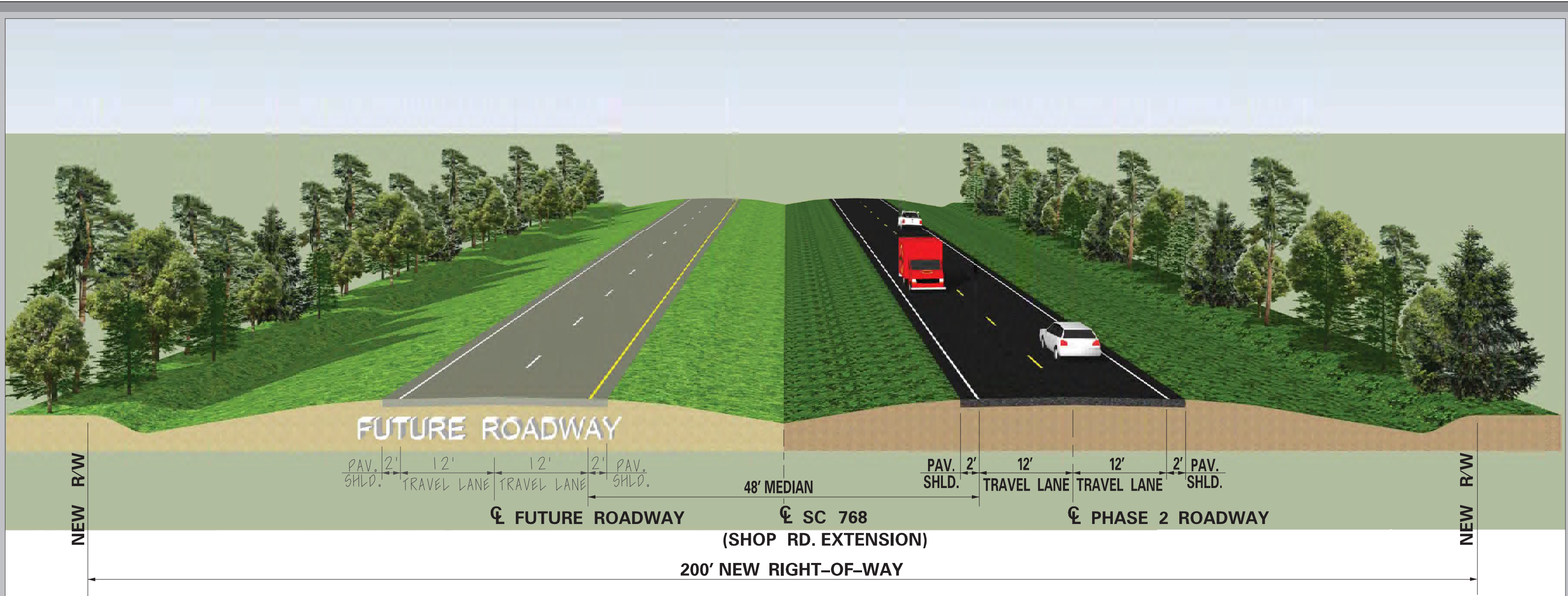
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- POTENTIALLY HISTORIC STRUCTURE

Shop Road Extension Phase 2

HR

SCALE 1"=300'

Aerial Photography:
Richland County
2018 Project Photography



Shop Road Extension Phase 2 Typical Section

Public Information Meeting
December 6, 2018





TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 2/1/19

To: John Thompson, PE
Director of Transportation

From: David Beaty, PE
Program Manager

RE: McNulty Street Improvements - Public Meeting Summary and Recommendations

Introduction

The McNulty Street Improvements project is a one of the five (5) priority projects allocated for funding for the Town of Blythewood area in lieu of the Blythewood Road Widening project from Syrup Mill Road to Winnsboro Road (as approved by County Council in March 2015). The project proposes widening and improvements to McNulty Street from Blythewood Road to Main Street (US Route 21). The purpose of this document is to summarize the public input to date and provide recommendations to advance the project.

January 24th, 2019 Public Meeting

The Richland County Transportation Program held a Public Meeting for the McNulty Street Improvements project on Thursday, January 24th, 2019 from 5:00 to 7:00 p.m. at Doko Manor, 100 Alvina Hagood Circle in the Town of Blythewood, SC. The meeting was conducted with an informal, open house format where individuals were able to review project displays of the proposed alternatives typical sections and discuss questions with Richland County Transportation Program representatives. As people entered the meeting, staff provided a project handout and comment card and encouraged the public to provide comments on the proposed improvements and typical section. Refer to Exhibit A for the public meeting material, including proposed typical sections.

Forty-four (44) people attended the public meeting and a total of 18 written comments were received from the meeting and within the following two week comment period. The comments received were all in favor of Alternative B (no comments were received in favor of Alternative A). Other notable comments included the high regard for bike and pedestrian accommodations in the corridor, concerns with rights of way impacts and impacts to Town of Blythewood Historic Properties, safety issues at the intersection of McNulty Street and Blythewood Road, drainage issues along McNulty Street and the

addition of sidewalks along Boney Rd and the un-named street between McNulty and Boney Rd to provide pedestrian connectivity between McNulty Street and Blythewood Road. The public meeting summary is attached as Exhibit B and has further details on the input collected from the residents.

The project will again be presented to the public prior to rights-of-way acquisitions. This will allow the residents to view the selected alternate and discuss specific concerns with the Richland County and Richland Penny staff.

Recommendations

Based on the comments and input received at the public meeting as well as consideration of safety, project impacts, program intent and costs, the Alternate B typical section is recommended for the McNulty Street Improvements project. The typical section will include on-street bicycle lanes with curb and gutter and sidewalk on each side of the roadway. Refer to Exhibit A for a depiction of the recommended typical section. The roadway improvements will be designed to limit and reduce the amount and degree of impacts to commercial development, businesses, residences and historic properties and cognizant of existing utilities, within the corridor.

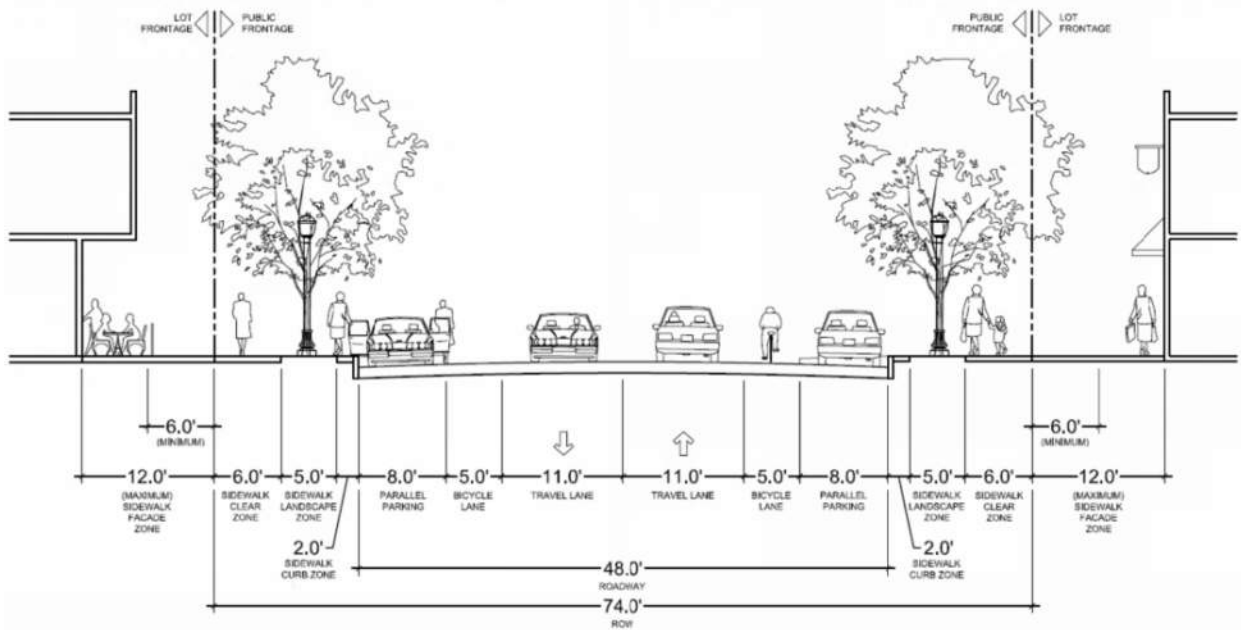
See below for a summary of the proposed recommendations for advancing this project.

Typical Section	Alternative B – (refer to Exhibit A for depiction)
Proposed Termini	McNulty Street- from Blythewood Road to Main Street (US 21).
Additional Improvements	Evaluate safety concerns / issues at the intersection of McNulty Street and Blythewood Road. Continue evaluation of roundabout design / feasibility and impacts at the intersection of McNulty Street and Boney Road Implement construction of pedestrian improvements along the “Unnamed Street” and Boney Road to provide pedestrian connectivity within the project area.

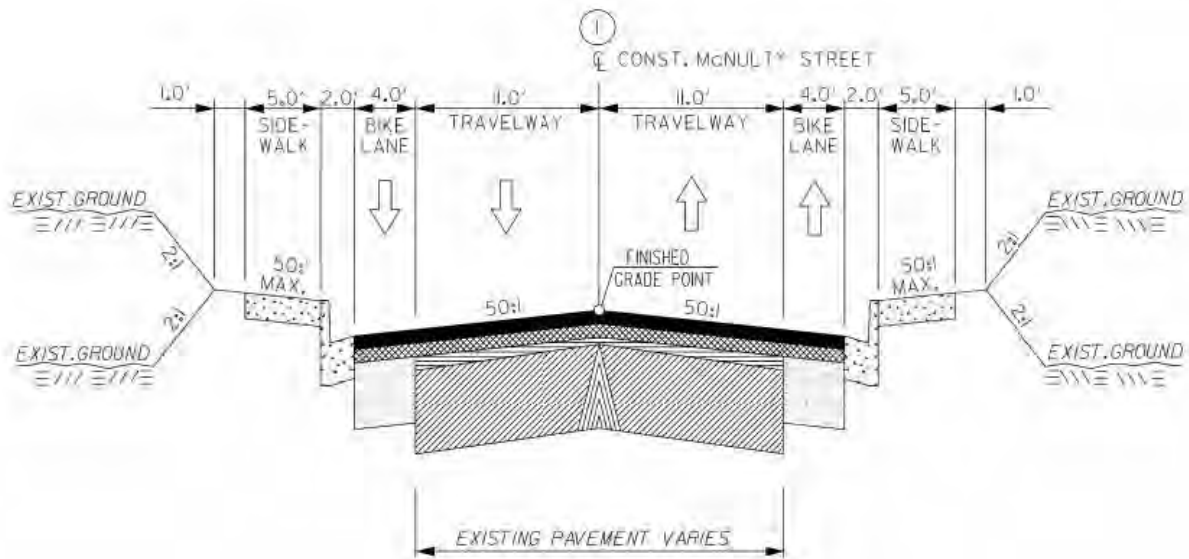
Exhibit A: January 24th, 2019 Public Meeting Material
Exhibit B: Public Meeting Summary



McNulty Street Improvements Project Limits (as presented at Public Meeting on January 24, 2019)



Alternate A Typical Section



Alternate B Typical Section

McNulty Street Improvements Typical Sections – Alternates A & B (as presented at Public Meeting on January 24, 2019)



McNulty Street Improvements Public Meeting Summary January 24th, 2019

Richland County (in coordination with the Richland County Penny Sales Tax Program Development Team) held the first public meeting for the McNulty Street Improvements project on Thursday, January 24th, 2019 from 5:00-7:00 p.m. at Doko Manor, 100 Alvina Hagood Circle in Blythewood, SC.

The meeting was advertised through road signs, public notice letters and flyers as well as media alerts. Road signs were placed at the intersections of Blythewood Rd and McNulty Street, Boney Rd and McNulty Street and Main Street and McNulty Street. Media alerts were distributed by County staff via the Richland County Facebook page.

The meeting was held in an open-house format. Residents were greeted at the venue entrance, checked in at a sign-in table, provided a handout and comment card and directed to the sets of project display boards, which were manned by program team members and project design consultants. Residents received handouts with project details and a comment card to provide feedback. Residents were able to review the conceptual alternatives and ask questions of the project design team members at the meeting. No formal presentation or address was made to the public. Comment card boxes were available and attendees were encouraged to provide their comments by the deadline of February 8, 2019. The number of comment cards and specific comments mentioned below are reflective of those comments received by the requested deadline of February 8, 2019.

Meeting Attendance (Signed in): 44

Comment Cards Left At Meeting: 16

Comment Cards Mailed: 0

Comments E-Mailed: 2

Total Comments and/or Comment Cards Received: 18



COMMENT SUMMARY

Residents and the general public provided feedback and questions specific to the McNulty Street Improvements project. Below is a general summary of the sentiments, concerns and specific ideas expressed by the public comments, including those received verbally by the project team. Copies of all comments received as of February 8, 2018 are attached to this document.

- **Typical Section**
 - Alternative A: No respondents provided a comment in favor of the Master Plan typical section (Alternative A) presented at the meeting.
 - Alternative B: All respondents who provided information relative to the typical section stated that Alternative B was preferred.
 - On-Street parking as presented in Alternative A was mentioned frequently as unnecessary for the corridor in terms of functionality, existing land-use and associated impacts.
 - High regard was given to sidewalks and pedestrian accommodations in the corridor. Bicycle accommodations were also stated as a positive measure. Some citizens suggested constructing sidewalks along Boney Rd and the unnamed street (from McNulty to Blythewood Rd) for connectivity to existing facilities.
- **R/W issues**
 - Many citizens / business owners / organization and / or agency representatives were concerned about the magnitude of rights of way impacts / loss of parking as reflected in the Alternative A plan view.
 - Many citizens were concerned about impacts to the Town of Blythewood historic properties (3) that exist along the corridor
- **Traffic**
 - Comments were received that school traffic along Boney Rd was problematic during drop-off / pick-up times.
 - Some residents provided negative response to the potential for a roundabout at the intersection of Boney Rd and McNulty Street. Other residents offered suggestion of 4-way stop control, leaving as-is, or a traffic signal. The roundabout provides improvements to the intersection operations and is recommended for further evaluation regarding cost and impacts.
 - Several comments were made relative to the dangers of the current intersection of McNulty and Blythewood Rd during peak traffic.
 - Several comments were made to attempt to utilize the existing unnamed street to serve some functionality in the proposed improvements.
- **General Comments**
 - Existing drainage issues along McNulty Street were mentioned.
 - Provisions for additional lighting and landscaping were mentioned.
 - Addressing directional signage issues for McDonald's, SubWay, Comfort Inn, etc with any changes to the McNulty/Blythewood Rd intersection
 - Impacts to the Town of Blythewood historic properties was highly discouraged.

Attachments: Public Meeting Sign-in Sheet & Public Comments (received at meeting and via email)

SERVICE ORDER MODIFICATION

Project No./Name: [178 Percival Rd Sidewalk](#)
Service Order No.: [No. 8](#)
Modification No.: [2](#)
Consultant: [Holt Consulting Company, LLC](#)
Modification Type: Contingency Authorization
 Other

RICHLAND COUNTY
 Department of Transportation
 P.O. Box 192
 2020 Hampton St.
 Columbia, S.C. 29201

DESCRIPTION:

To provide Subsurface Utility Engineering in order to assist with the design on the proposed 5'-0" wide concrete sidewalk along Percival Rd.

SERVICE ORDER BUDGET SUMMARY

	Amount
Consultant Compensation	\$113,446.00
Contingency	\$11,344.00
Total Service Order Budget	\$124,790.00

CONTINGENCY AUTHORIZATIONS

Contingency Budget	\$11,344.00
Authorized Contingency	\$88,558.00
Available Contingency	-\$77,214.00

MODIFICATION DETAILS

Mod. No.	Description	Contingency Authorization	Other
1	Nationwide Permit	\$11,310.00	
2	SUE Levels A, B and C	\$77,248.00	X
3			
4			
5			
6			
7			
8			
9			
10			

****Requested authorizations exceed Contingency Budget****

\$88,558.00



12/19/2018

Accepted by: Richland PDT Project Manager (Signature)

Date

Accepted by: Authorized Richland County Management (Signature)

Date

ATTACHMENT “A”
SCOPE OF SERVICES AND SCHEDULE
SC 12 (Percival Road) Sidewalk Project – SUE Services

Introduction

Holt Consulting, LLC (CONSULTANT) has been authorized by Richland County (**COUNTY**) to provide subsurface utility engineering services to assist with the plan development of pedestrian accommodations along (SC 12) Percival Road, from Forest Drive (SC 12) to Northshore Road (S-1583) in Richland County, South Carolina.

This scope of services and schedule is for the completion of SUE Level A, B, and C Services based on the Percival Road plans.

Project Locations - The project is in Richland County, including parts within the cities of Columbia and Forest Acres. The sidewalk will be constructed between Forest Dr. and Northshore Rd.

Existing Conditions – Percival Road within the project area is a majority two lane shoulder section and valley gutter roadway with widening at the intersection with Forest Drive and at Decker Blvd. to accommodate turning lanes. Minimal sections of curb and gutter and sidewalk exist at the project termini with Forest Drive and Decker Blvd.

Proposed Project Scope – Subsurface Utility Engineering will be performed in order to assist with design implementation of the project.

The proposed improvements consist of constructing a new sidewalk (5’-0”) along the western (southbound) side of Percival Road, from Forest Drive to Northshore Road, for approximately 1.40 miles.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

Task 8 – Subsurface Utility Engineering (SUE)

Task 8

SUBSURFACE UTILITIES ENGINEERING (SUE)

Within fifteen (15) days of Notice to Proceed for the contract, the **CONSULTANT** will provide the **COUNTY** with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner, material type, prior rights, and any preliminary assessment of impact with respect to the scope of the proposed project. This information will be used to specifically define the limits of the SUE work to be performed.

The **CONSULTANT** shall perform work in two phases. The first phase consists of designating services (Quality Level B and C). For the purpose of this agreement, “designate” shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, “locate” means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The **CONSULTANT** shall provide these services as an aide in the design of right-of-way and construction plans for the project.

Unless specifically stated otherwise, the **CONSULTANT** shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Designating shall be estimated on a cost per linear foot basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Locating shall be estimated on a per each basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Direct charges for mileage, meals, lodging, reproductions shall be shown separately. Traffic control shall be estimated on a per day basis and shown separately. No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating. It is assumed that two (2) total mobilizations will be required by the **CONSULTANT**.

Designating –

A. In the performing of designating services under this agreement, the **CONSULTANT** shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level B information for approximately 37,500 LF of underground utilities.
2. Provide all equipment, personnel and supplies necessary for the completion of Quality Level C information for approximately 22,000 LF of underground utilities.
3. Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately 0 LF of aerial utilities. *The estimation of aerial utilities is measured from power pole to power pole and includes all utility lines attached to the poles.*

4. Conduct appropriate records and as-built plans research and investigate site conditions. Digital copies of records and as-built plans research to be provided to **COUNTY**.
5. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow **CONSULTANT** personnel to work within the existing streets, roads and rights-of way.
6. Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
7. Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
8. Draft survey information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
9. Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

B. In the performing of designating services under this agreement, the **COUNTY** shall,

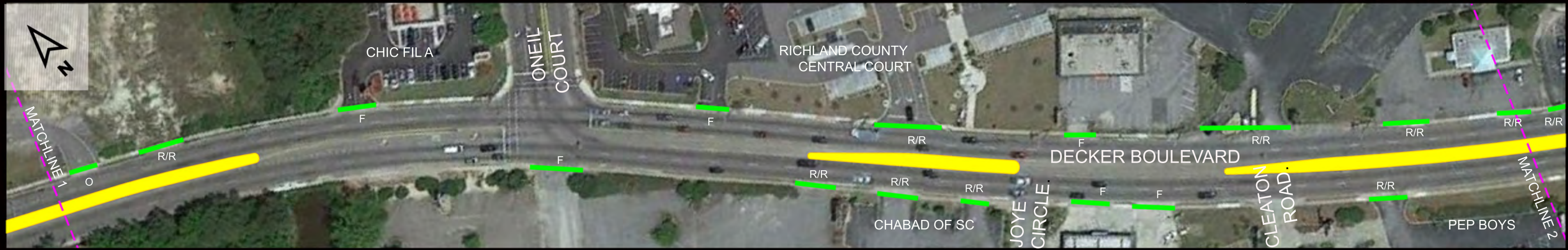
1. When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key **DEPARTMENT** District personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.

The above quantities are based on the **CONSULTANT** performing Level B and C SUE services within the following area: SC 12 (Percival Road) from STA 12+00 to STA 86+50 on project plans provided (roughly from north of Forest Drive to the north side of the Northshore Drive intersection). SUE services will be performed only between the center of Percival Road and the northwestern right-of-way line along this corridor. Level B SUE will be attempted on water, gas, electric, sanitary sewer force main, and utilities found to be in conduit. Level C SUE will be performed for direct-buried communication and any utilities which the **CONSULTANT** attempts to perform Level B SUE on but is unsuccessful. The **CONSULTANT** will not mark or map private service lines for power, telephone, or television. The **CONSULTANT** will map water and gas service lines to the right-of-way or meter, whichever is closest to the main. Expected quantities of each utility are: Level B: 13,000 LF Water, 12,000 LF Gas, 2,000 LF Electric, 500 LF Force Main, 10,000 LF Communications Conduit; Level C: 20,000 LF Telephone, 2,000 Television. The **CONSULTANT** will notify the **COUNTY** immediately should additional SUE be recommended. The **CONSULTANT** will notify the **COUNTY**'s designated Project Manager prior to performing any work on site.

Locating–

A. In the performance of locating services under this agreement, the **CONSULTANT** shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A information for an estimated 10 test holes.
 2. Conduct appropriate records and as-built research and investigate site conditions.
 3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow **CONSULTANT** personnel to work within the existing streets, roads and rights-of-way.
 4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
 5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the **CONSULTANT** shall comply with all applicable utility damage prevention laws. The **CONSULTANT** shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.
 6. Provide notification to the **COUNTY** concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
 7. When an attempt to test hole a utility line does not provide valid horizontal and vertical data, the test hole shall not be reimbursable by the **COUNTY**.
 8. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
 9. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
 10. Test hole information shall be formatted and presented on **CONSULTANT**'s certification form and listed in a test hole data summary sheet.
 11. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.
- B. In the performance of locating services under this agreement, the **COUNTY** shall,
1. When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
 2. Provide notification to key **DEPARTMENT** District personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.



LANDSCAPED MEDIAN LOCATION 

DRIVEWAY (OPEN) 

F (FULL ACCESS)

R/R (RIGHT IN/RIGHT OUT)

O (ONE WAY)

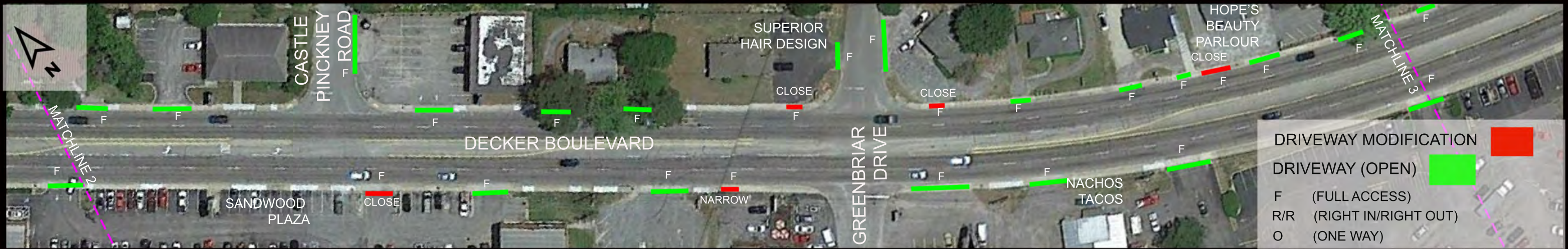
NOTE: NO DRIVEWAY CLOSURES ARE PROPOSED.

**DECKER BOULEVARD
PROPOSED LANDSCAPED MEDIAN LOCATIONS
TRENHOLM ROAD EXT. TO BROOKFIELD ROAD
COLUMBIA, SC**



TRANSPORTATION PROGRAM





DRIVEWAY MODIFICATION █

DRIVEWAY (OPEN) █

F (FULL ACCESS)

R/R (RIGHT IN/RIGHT OUT)

O (ONE WAY)

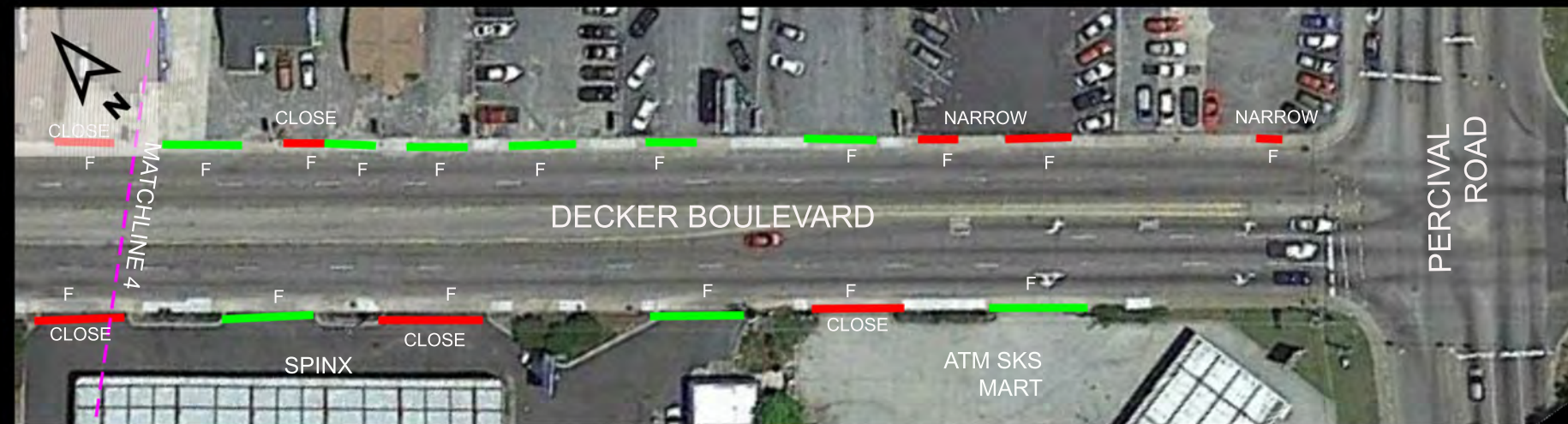
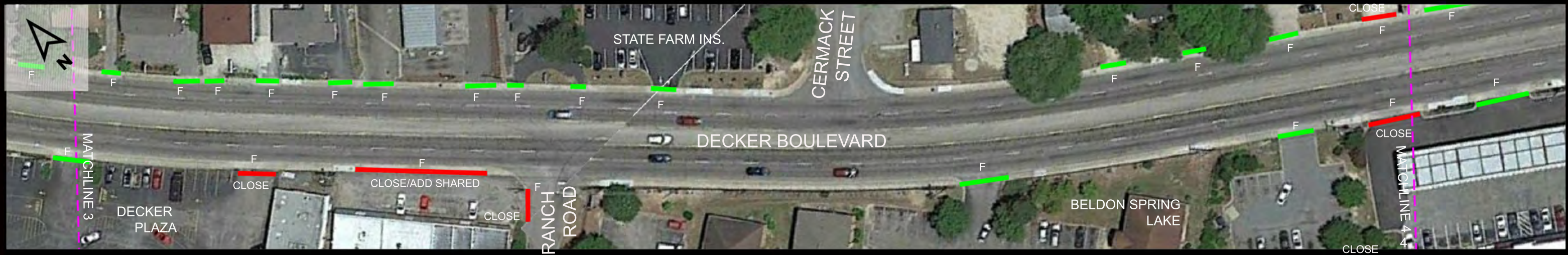
NOTE: NO LANDSCAPED MEDIANS ARE PROPOSED.

**DECKER BOULEVARD
PROPOSED DRIVEWAY MODIFICATIONS
BROOKFIELD ROAD TO PERCIVAL ROAD 1
COLUMBIA, SC**





TRANSPORTATION PROGRAM





NOTE: NO LANDSCAPED MEDIANS ARE PROPOSED.

DRIVEWAY MODIFICATION	
DRIVEWAY (OPEN)	
F	(FULL ACCESS)
R/R	(RIGHT IN/RIGHT OUT)
O	(ONE WAY)

DECKER BOULEVARD
 PROPOSED DRIVEWAY MODIFICATIONS
 BROOKFIELD ROAD TO PERCIVAL ROAD 2
 COLUMBIA, SC



TRANSPORTATION PROGRAM



APPENDIX 1 – MAINTENANCE PARTNERSHIP AGREEMENT

2/17/00

THIS AGREEMENT is entered this _____ day of _____, 20__, by and between Richland County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as SCDOT.

WHEREAS, in accordance with Sections 57-3-110 (1) and (10), 57-3-650, 57-23-10, 57-23-800(E), 57-25-140, and the SCDOT's Policy of Vegetation Preservation on SC Highways, SCDOT is authorized to allow landscaping and beautification efforts on SCDOT right of ways;

WHEREAS, the County has previously obtained a Cooperative Intergovernmental Agreement (IGA) for the coordination of the Richland County Sales Tax Transportation Program to access SCDOT's right of way for construction and/or improvement of transportation facilities. Said IGA is described as follows:

IGA Number: 25-14 Date Issued: February 7, 2014

Location: Blythewood Road from I-77 to Syrup Mill Road;

WHEREAS, SCDOT and the County are desirous of entering into this Agreement to grant a continuous license to the County to enter the SCDOT's right of way to conduct routine maintenance of landscaping, beautification and/or enhancements permitted by the aforesaid IGA;

NOW THEREFORE, in consideration of mutual promises, SCDOT and the County agree to the following:

1) SCDOT grants the County a license to enter onto the SCDOT right of way at the area defined by the intergovernmental agreement. The purpose of the license to enter is limited to routine maintenance of the intergovernmental agreement area. Such entry will be limited to the scope of the work identified in the intergovernmental agreement. No additional encroachment beyond that contemplated by the original intergovernmental agreement is allowed. If additional maintenance, enhancement and/or beautification efforts, different from the original scope of work identified in the intergovernmental agreement, is requested, the County will be required to submit a new intergovernmental agreement identifying the new scope of work. Entry onto SCDOT right of way pursuant to this agreement may be without notice to the SCDOT.

2) The County agrees to post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by the SCDOT, along the SCDOT right of way prior to and during the performance of any routine maintenance, enhancement and/or beautification efforts.

3) SCDOT agrees to accept maintenance responsibilities for the shared use path concrete structure not to include cleaning or hazardous weather maintenance of the surface.

4) The County agrees to accept maintenance responsibilities for maintenance of the shared use path's surface to include cleaning and hazardous weather maintenance of the surface.

5) The County agrees to maintain the vegetation zone located between the edge of roadway and the shared use path as well as the vegetation zone on the outside shoulder of the path. This maintenance includes, but is not limited to, mowing and clearing/limbing vegetation management.

6) The County agrees to accept maintenance responsibilities for all handrails constructed as part of the project.

7) The County agrees to be responsible for all claims or damages arising from the work performed by the County, its employees or agents, but only within the limits of the SC Tort Claims Act. In

addition, should the County use a contractor for performance of the work, the County shall insert a hold harmless and indemnification clause in its contract with all contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless the County and the State of South Carolina, specifically the SCDOT, from any liability, claims or damages which may arise from the performance of the work on SCDOT right of way. Nothing in this Agreement shall be construed to expand County liability for its actions in SCDOT's right of way beyond the limits of the S. C. Tort Claims Act. Further, the County agrees that they are subject to S. C. Code Section 57-5-140, which provides that SCDOT shall not be liable for damages to property or injuries to persons, as otherwise provided for in the Torts Claims Act, as a consequence of the negligence by a municipality in performing such work within the State highway right of way.

8) This Agreement shall not be modified, amended or altered except upon written consent of the parties. Neither party shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9) This Agreement may be terminated upon thirty days' written notice to the other party; however, in cases where the County is not performing in accordance with this Agreement, SCDOT shall give written notice to the County of the failure in performance and, if the County does not correct or cure the performance within three days of receipt of the notice, SCDOT shall have the option to terminate this license immediately, and shall, thereafter, give written notice of such termination to the County.

IN WITNESS HEREOF, the above parties have hereunto set their hands and seals.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

RICHLAND COUNTY

By: _____
Its: _____
Recommended by: _____

By: _____
Its: _____



TRANSPORTATION PROGRAM

Date: 2/13/19

To: Dr. John M. Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Blythewood Area Improvements – Recommended Approval of Town of Blythewood Proclamation of Priority Listing of Projects.

Recommendation: It is recommended to approve the proclamation as provided by the Town of Blythewood, dated January 28th, 2019, providing a definitive priority listing of the projects to be funded within the Blythewood area.

Background

The 2012 Richland County Penny Sales Tax Referendum included (2) widening's within the Blythewood area (both were widening's along Blythewood Rd)

1. Syrup Mill to I-77
2. Winnsboro Rd to Syrup Mill.

The project list included in the referendum reflected a statement at the bottom of the page that reads, "*Town of Blythewood to provide input on its projects*". – See Exhibit A

Therefore, in 2015, prior to any project development on any of the projects in Blythewood, the Town developed a resolution requesting to move forward with the 1st Blythewood Rd Widening (Syrup Mill to I-77), but to remove the 2nd widening and instead fund other projects within the Town District. This resolution was passed by Blythewood Town Council in May 2014 and then approved by County Council in March 2015. The amended projects (to take the place of the 2nd widening) were in no particular priority order at the time and in no way defined by any order in the original resolution. The projects included in this resolution were deemed as more of a need for the Town of Blythewood than the widening of Blythewood Rd (from Winnsboro Rd to Syrup Mill). – See Exhibit B.

Blythewood Town Council approved the listing of the projects included in the resolution (as previously approved by County Council in March 2015) in March 2018 at their monthly Town Council meeting. The resolution stated that McNulty Street Improvements was their

first priority. At the time of this statement, the remaining projects did not receive a specific priority ranking. – See Exhibit C

Blythewood Town Council passed a resolution in January 2019 to formally prioritize those projects as approved by County Council in 2015 (this is the document that was included in the Council package at their meeting on Feb 5th). The priority list actually removes one project from the listing that was approved in 2015; it has been determined that this project would be costly and very impactful and therefore, the Town decided it was not necessary. The priority list provided to Council would then finalize the resolution as approved by Council in 2015 by definitively stating a priority for these projects. – See Exhibit D

Therefore, with this information, this latest resolution does not change anything that has been previously approved by County Council; it only amends the resolution to provide a definitive path forward for those previously approved projects in terms of priority for project development.

Exhibit A: 2012 Sales Tax Referendum Project List

Exhibit B: March 17, 2015 County Council Minutes approval of Town Resolution

Exhibit C: March 26, 2018 Town Council Meeting Minutes Prioritizing McNulty Street Improvements

Exhibit D: January 28, 2019 Town Council Resolution prioritizing the approved Project List

2012 Roadway Projects				
Type	Project Name	Begin Location	End Location	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd	\$29,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd	\$21,000,000
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd	\$4,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Kelly Mill Rd.**	na	na	\$4,500,000
Special	Innovista Transportation-Related Projects ***	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects ****	na	na	\$4,000,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.*****	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Intelligent Transportation System	County wide	County wide	\$945,360
Included in Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)				
Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	
Program	Demand Management	na	na	
Program	Establish the Position of Director of Transportation	na	na	
Program	Update the County Zoning Ordinance	na	na	
Program	Encourage Transit Oriented Development	na	na	
Program	Encourage Traditional Neighborhood Development	na	na	
Total Roadway Projects				\$656,020,644

Notes:

*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

**This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

***Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

****Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

*****Any savings from Broad River Road / I-20 Interchange project will be applied to the Broad River Road Corridor improvements.

Other: Widening of Ridgewood / North Main Extension (Columbia portion) from Dixie Avenue to North Main Street was removed from the projects list, as no funding is required since this project will be funded by the City. Intersection of Lake Murray Boulevard and Kinley Road was removed, as improvements have been completed. **Town of Blythewood to provide input on its projects.** Emphasis to be placed on local / small / minority firms. A process is to be developed to ensure participation by these firms. A partnership with DOT is recommended. The type and level of partnership is TBD. An in-house Transportation Director was approved. The recommendation to procure outside Program / Project Management firm(s) was approved. An oversight / accountability / "watchdog" committee was approved. Membership / duties of this Committee TBD.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, March 17, 2015
Page Ten



- d. **Town of Blythewood Project Revision Request** – Mr. Livingston stated the committee recommended approval of the removing the Blythewood Widening Project and replacing it with the projects presented by the Town of Blythewood included in the Council agenda.

Mr. Malinowski asked if the resolution supporting the substitution of projects was approved unanimously and if citizen's input was allowed on this matter.

Mr. Perry will bring the answers back to Mr. Malinowski.

The vote in favor was unanimous.

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

- e. **TPAC Mission** – Mr. Livingston stated the committee recommended sending the TPAC members the mission statement with a survey asking if they intend to continue serving under the current mission statement. The vote in favor was unanimous.

REPORT OF THE SEWER AD HOC COMMITTEE

- a. **Future Direction of Utilities**

1. **Richland County should explore the option of having a private company promote water service to a portion of Richland County whereby Richland County will benefit financially [RUSH and MALINOWSKI]** – Mr. Washington stated the committee recommended to direct staff to hire a consultant to update the water and sewer master plans. The vote in favor was unanimous.

- b. **Lower Richland Sewer** – Mr. Washington stated the committee recommended to direct staff to move forward with the citizen survey and to identify funding in order to waive all tap and connections fees prior to construction.

Mr. Malinowski requested a copy of the FOIA request, as well as, when they were received; if the FOIA requests were not responded to, why not; and how long the tap fees will be waived for the citizens.

Mr. Hammett stated funds have been identified to waive tap fees and connect up to 224 households. If the number exceeds that there are potential options to use additional CDBG funds and/or additional loans funds.

STATE OF SOUTH CAROLINA)
TOWN OF BLYTHEWOOD)

RESOLUTION NO. 2014.005

A RESOLUTION TO RECOMMEND AN ALTERNATIVE ROAD DEVELOPMENT PLAN TO RICHLAND COUNTY AS PART OF THE TRANSPORTATION PENNY PROGRAM

Whereas, Richland County TPAC has prepared a project list for road improvement projects which includes the widening of Blythewood Road from Winnsboro Road to Syrup Mill Road; and,

Whereas, Blythewood Town Council has simultaneously prepared a Town Master Plan to include the development of the Town Center District of Blythewood; and,


Whereas, the DOT traffic census figures 2006 to 2012 for the Blythewood area indicate no significant change in average annual daily traffic volumes in the past five years; and,

WHEREAS, it appears necessary and desirable to declare Town Council's preferences for the road improvement program.

NOW THEREFORE, BE IT RESOLVED by Blythewood Town Council, in council duly assembled this 21 day of May, 2014, as follows:

Blythewood Town Council approves the road development plan to widen Blythewood Road from Fulmer Road to Syrup Mill (and not Winnsboro Rd to Syrup Mill), for an estimated cost of \$10.7m and the resulting saving of \$10.3m be applied to road improvements for McNulty St, the proposed Creech Connector, I-77 to Main and traffic circles at Blythewood Rd/Creech Rd and Blythewood Rd/Cobblestones. The remaining Blythewood projects on Richland County's list for the Transportation Penny are unchanged.

ATTEST:



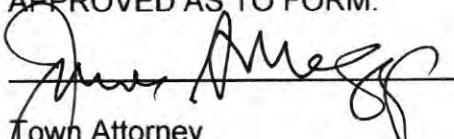
Mayor

5/29/2014



Town Administrator

APPROVED AS TO FORM:

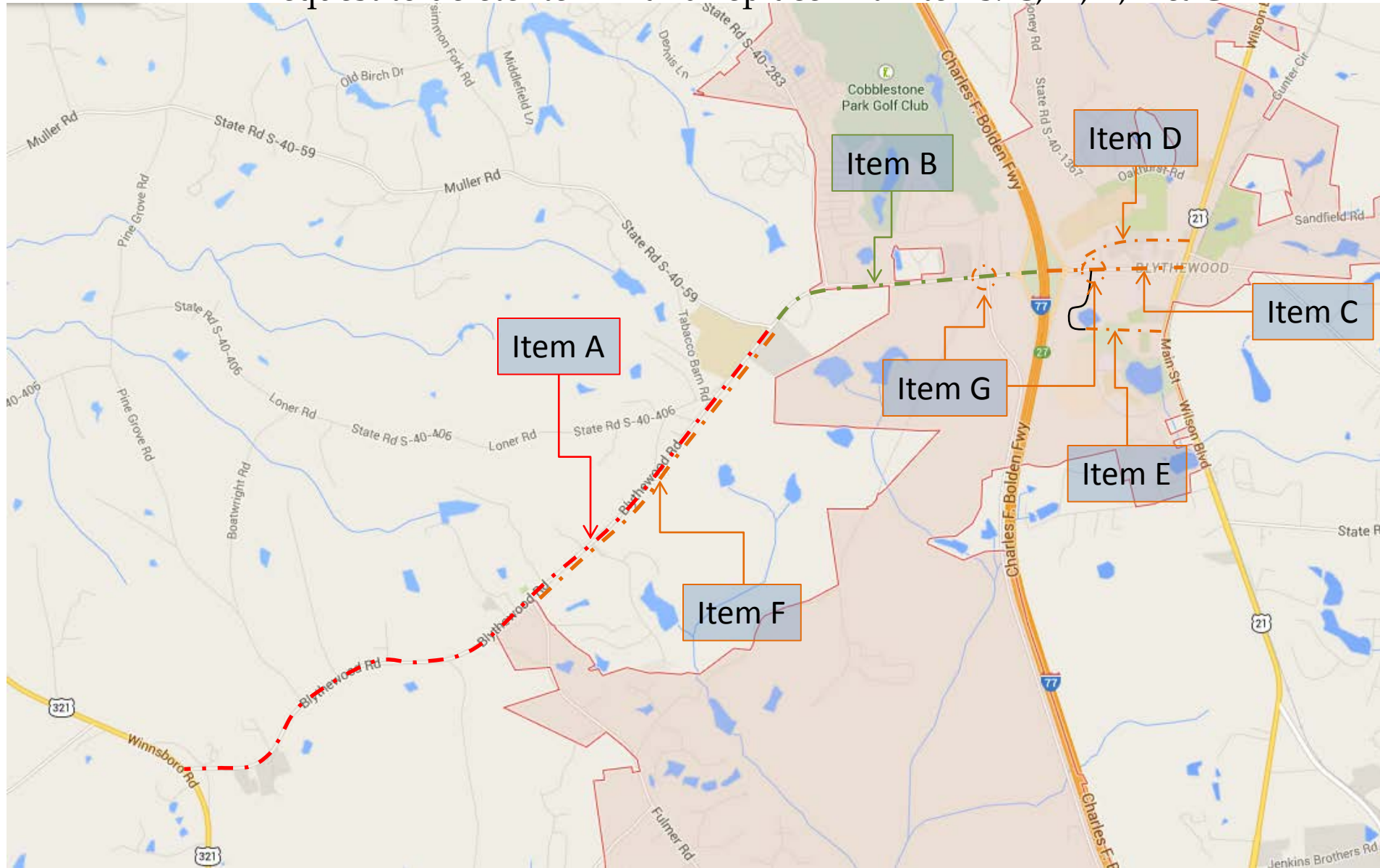

Town Attorney

BLYTHEWOOD HIGHWAYS Town Plan compared to Richland County TPAC - March, 2014

Ref	Segment	Distance - m	Cost/m	Total \$M	Comment	Nett \$M
A	B'wood Rd from Winnsboro Rd to Syrup Mill	3.38	6.21	21.0	3-lane: on list, not required	-21
B	Blythewood Rd from Muller Rd to I-77	0.88	9.09	8.0	5-lane: on list, required	0
C	Blythewood Rd from I-77 to Main	0.29	10.4	3.0	5-lane: not on list, required	3
D	McNulty from Main to Blythewood Rd	0.35	6.21	2.2	3-lane: not on list, required	2.2
E	Creech Rd extension to Main	0.29	6.21	1.8	3-lane: not on list, required	1.8
F	Blythewood Rd from Fulmer to Syrup Mill	1.72	6.21	10.7	3-lane: not on list, required	10.7
G	Traffic Circles at B'wood Road and Creech, and B'wood Rd and Cobblestone	n/a	n/a	3	Not on list, required Difference	3
	-0.3					

Town of Blythewood

Request to delete Item A and replace with items: C, D, E, F & G



BLYTHEWOOD TOWN COUNCIL MEETING

**THE MANOR
100 ALVINA HAGOOD CIRCLE
BLYTHEWOOD, SC 29016
MONDAY, MARCH 26 2018
7:00PM**

MINUTES

Members Present

Mayor J. Michael Ross
Councilman E. Baughman
Councilman L. Griffin
Councilman M. Gordge

Staff Present

Brian Cook, Town Admin
Jim Meggs, Attorney
Melissa Cowan, Town Clerk
Michael Criss, Consultant

Councilmembers Absence

Councilman B. Franklin, Excused

I. **CALL TO ORDER**

A. ROLL CALL

Mayor Ross called the meeting to order at 7:03 PM. Four Council members were present, constituting a quorum.

B. NOTIFICATION AND POSTING OF THE MEETING AGENDA

Town Clerk confirmed the agenda was properly posted and the media notified.

C. APPROVAL OF THE AGENDA

Councilman Baughman made a Motion to approve the agenda. The Motion was seconded by Council Griffin. **All in favor; 4-0**

D. PLEDGE OF ALLEGIANCE

Boy Scout Mount of troupe 224 led the Pledge of Allegiance.

E. INVOCATION

The evening's invocation was given by Councilman Griffin.

F. COUNCIL MEMBERS' REMARKS

Councilman Baughman made the following remarks:

- He thanked the Blythewood Chamber of Commerce for organizing the ribbon cutting ceremony at Founders Federal Credit Union. He said that he was very proud to represent the Town of Blythewood.

- He gave everyone a safety warning concerning pickup trucks being stolen within the last couple of weeks. He asked everyone to keep their vehicles locked and don't leave anything of value in it.

Councilman Gordge made the following remarks:

- He stated that he had a couple of quick updates and would be talking more later on some of them.
- The repair work to our bridge has been delayed a couple of weeks. We expect work to start in early April but do not have a firm date yet. We will keep you posted through the Town's News letter.
- A representative from Dominion (Now own SCANA/SCE&G) spoke extensively at the March CMCOG meeting about the V.C. Summer plant and the implications of the financial settlement. In his opinion, the plant would never be finished due to the debt liability.
- Bravo Blythewood is still asking for residents to complete their survey (newsletter for link) about preferences for events at Doko Meadow. So far, Saturday seems the favorite time and \$10 a ticket was a good ticket price.
- He mentioned that he participated in the Longleaf Careers Fair on last Thursday which was a lot of fun. He said that he spoke with some budding Mayors and community leaders.

Councilman Griffin made the following remarks:

- He wished everyone a Happy Easter

G. MAYOR'S REMARKS

- He mentioned an event that was held at Sweet Peas Ice Cream Parlor. He said that the event featured a few local artists.
- Mayor Ross recognized Barbara Ball for winning the Jay Bender Award for Assertive Journalism.

H. APPROVAL OF MINUTES

Councilman Baughman made a Motion to approve the minutes of February 26, 2018. The Motion was seconded by Councilman Griffin. All in favor; 4-0

II. PUBLIC HEARING REGARDING LANDSCAPING AND BUFFER YARD REQUIREMENTS

Mayor Ross opened Public Hearing at 7:17pm.

Shane Alford spoke on behalf of Essex Homes. He said "The concerns are specifically over and beyond the intent of the repeal Ordinance 2018.002. What implications that repeal will have on a broader scope to projects that are already permitted and already in existence." He asked Council to give consideration to the unintended consequences of such an appeal.

Earl McCloud Executive Building Industry Association, spoke against proposed Ordinance 2018.002. He asked Council to give serious consideration to changing the rules as they would effect existing projects.

Doug Shea of 392 Summersweet Court spoke in support of proposed Ordinance 2018.002.

Mayor Ross Closed the Public Hearing at 7:31pm.

III. DISCUSSION ITEMS

A. Review of Retreat, Summary and Take-Away Items

Councilman Gordge stated that the retreat was a very successful event, and that it gets better every year.

Mayor Ross thanked each of the vendors for providing lunch.

B. Selection of Master Plan Priorities

a. Road Improvements

Councilman Gordge stated that there are currently two key elements to road improvements and they are bridge repairs and the Blythewood road widening which is one of the projects through the Richland Penny Tax Program. Phase 2 of the penny money will be used to improve McNulty, Blythewood Road east, traffic circle at Creech Road and picking up from Syrup Mill going down to Fulmer Road.

b. Multi – use trails

Mayor Ross stated that the Planning Commission has a subcommittee heading this item.

c. E-market the Town's amenities/services and development opportunities

Economic Development Consultant, Ed Parler will assist with this item.

d. Annexation opportunity for homeowners outside Town limits

Councilman Griffin and Administrator Brian Cook will head this project.

e. Expanding ball field/recreational facilities

Councilman Franklin and Administrator Cook will head this project.

f. On-going development of Doko Meadows Park

Councilman Baughman and the Park Foundation will head this project.

IV. ACTION ITEMS

Citizens Testimony Regarding Action Items (As item is presented)

A. Approval of priorities for Phase 2 Road Improvement Program

Mayor Ross said that he would recommend prioritizing item A as the next thing to be submitted to the Penny Sales Tax Committee for Phase 2.

- a. McNulty from Main to Blythewood Road – improve to a 3 lane section (2 lanes with center turn lane)

Councilman Baughman made a Motion prioritize item a. The Motion was seconded by Councilman Gordge. All in favor; 4-0

- b. Blythewood Road. From I-77 to Main – widen to 5 lanes (4 lanes with center turn lane)
- c. Traffic Circle at Blythewood Road. And Creech Road
- d. Creech Road. Extension to Main – new 3 lane connection (2 lanes with center turn lane)
- e. Blythewood Road. From Syrup Mill to Fulmer – Improve to 3 lanes (2 lanes with center turn lane)

Councilman Baughman made a Motion to postpone items B-E to a date to be determined. The Motion was seconded by Councilman Griffin. All in favor; 4-0

V. OPEN CITIZENS COMMENT

Ann Leavitt spoke on the roundabout
Ann Childers spoke on the roundabout
Kambrell Garvin candidate for South Carolina House of Representatives District 77 announced the start of his election campaign.

VI. ADJOURNMENT

Councilman Baughman made a Motion to adjourn the meeting at 8:13pm. The Motion was seconded by Councilman Gordge. All in favor; 4-0

Respectfully submitted,

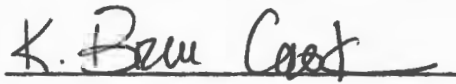

Melissa Cowan, Town Clerk

FORTH priority: to widen and improve Blythewood Road from Syrup Mill to Fulmer Road (e.g. addition of bike lanes, etc.)

ATTEST:

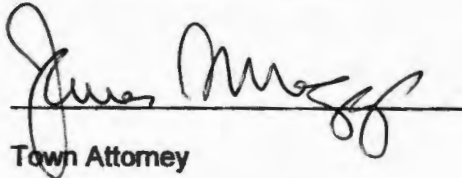


Mayor



Town Administrator

APPROVED AS TO FORM:



Town Attorney



TRANSPORTATION
PROGRAM

February 12, 2019

Attention To: David Beaty, PE

RC Project Name: 271 Atlas Road Widening

Utility Agreement No.: 271-02

Utility Owner: SCE&G Distribution
Connie Beall
220 Operation Way (MC:J29)
Cayce, SC 29033

Description: Request for Utility Agreement Approval and the creation of a Purchase Order
See Attached Utility Agreement and supportive documentation.

The Atlas Road Widening project requires the relocation of SCE&G Distribution facilities throughout the project. The Utility Agreement that has been submitted to the PDT is being submitted for approval prior to award of the project due to the SCE&G material order lead time of 6 months.

Rebecca Connelly
PDT Utility Coordinator

Feb. 12, 2019
Date

UTILITY AGREEMENT

Richland County Project No. 271 Route (or Road No.) Atlas Road Widening

This Agreement made this _____ day of _____, 20____, by and between Richland County, hereinafter called "County" and the SCE&G hereinafter called "Company".

W I T N E S S E T H:

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:
General description: SCE&G will relocate electric distribution facilities in conflict with this project. See attached SCE&G relocation drawings for details.

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with Richland County's Utility Coordination Manual in the estimated amount of

\$ 3,156,285.00

Richland County Share \$100% Utility Share \$0%

(a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain. Upon completion of the relocation and submittal of the final invoice as detailed in Number 9, the Company must provide documentation that the portion of the utility easement acquired by the County on behalf of the County as part of the new right of way acquisition for the construction project has been relinquished. The Company must also supply an affidavit stating all legal documents were filed at the County courthouse where the easement is filed. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain) _____

Easement for this project is filed in Richland
(County)
Columbia, SC
(City and State)

(b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 30 years or more.

(c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).

3. The Company shall begin said work promptly upon notification in writing by the County and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County of the date on which work is expected to begin.

4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

BY COMPANY'S REGULAR FORCES

BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County in advance of the Company's solicitation of bids.

BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

(a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

(c) Lump Sum
The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineer followed by written notification to the County.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County.

7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.

8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

9. Periodic progress billings of incurred costs may be made by the Company to the County not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County with five (5) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the

items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. The utility company shall provide the documents related to relinquishing their rights to the easement acquired by the County. Items of materials shall be itemized where they represent major components.

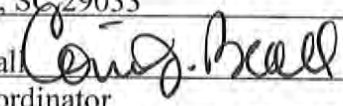
Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County prior to six months following the completion of work and the Company has not, during that period, demonstrated to the County's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement. If the utility company is aware they will be unable to provide close-out and final invoicing within the six month period following completion, they may provide a letter requesting additional time to the County for consideration.

10. The County, and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

INSTRUCTIONS: Submit two original copies of the agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

COMPANY: SCE&G
ADDRESS 220 Operation Way (MC: J29)
Cayce, SC 29033
BY: Connie J. Beal 
TITLE: Highway Coordinator

RICHLAND COUNTY

BY: _____

South Carolina Electric and Gas Company

OWIP Invoice / Estimate

Report Date: 06/14/2018

WO #: 027130

Project Title: ATLAS RD WIDENING, PENNY TAX PROJECT

Work Request #: 197774

Work Area: METRO COLUMBIA CREW HDQR

Designer: RAINES, RUSSELL

Tax District: 401CCO COLUMBIA

Coordinator: RAINES, RUSSELL

Schedule Start:

Drawing #: 81994

Schedule Comp:

Nature of Request: RELOCATION OF OVERHEAD LINES ALONG ATLAS RD, FOR RICHLAND COUNTY PENNY TAX PROJECT

Description	Estimated Cost
Material Cost	\$387,800
Line Salvage	\$0
Stores and Handling	\$62,732
Total Construction Labor	\$1,585,780
Total Labor Overheads	\$0
Total Transportation Charges	\$0
Administrative Overheads	\$372,473
R/W Clearing	\$0
Associated Cost	
ROW TREE TRIMMING/CLEARING	\$300,000
TRAFFIC CONTROL / FLAGMEN	\$100,000
SURVEYING TO STAKE POLE LOCATIONS	\$100,000
STEEL POLE PT 40.3	\$27,500
STEEL POLE PT 40.4	\$27,500
STEEL POLE PT 40	\$27,500
STEEL POLE PT 39	\$27,500
STEEL POLE PT 38	\$27,500
STEEL POLE PT 37	\$27,500
STEEL POLE PT 33	\$27,500
STEEL POLE PT 29	\$27,500
STEEL POLE PT 28	\$27,500
Sub Total	\$3,156,285
Customer Credit / Betterment	\$0
Total Cost	\$3,156,285

Approvals _____ Date: _____

Note: A Copy Of This Document Must Accompany Customers Remittance.

Estimate Date - 2018-06-12



TRANSPORTATION PROGRAM

Date: 2/13/19

To: Dr. John M. Thompson, Ph.D., MBA, CPM
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Shop Road Widening – Recommended Revision to Terminate Improvements at Mauney Drive

Recommendation: Revise the end termini of the project from S.Beltline Boulevard to Mauney Drive.

Background

The Shop Road Widening project as referenced in the 2012 Penny Sales Tax Referendum proposes to widen the existing corridor from George Rogers Boulevard to S. Beltline Boulevard to a 5-lane section for a total distance of approximately 2.50 miles. The referendum included an allocation of \$33.1 million for this work. The current design for this project proposes a 5-lane section with curb and gutter and offset shared-use paths on each side of the road within these limits for an estimated cost of \$61.5 million (2018 Q4 estimate).

Shop Road is a 5-lane section at the intersection with Mauney Drive as it exists today and this section continues to the intersection with S. Beltline Boulevard. The existing roadway section east of Mauney Drive currently maintains the same traffic capacity as proposed by the plans to widen the road in this section. Therefore, no traffic operational improvements would be realized by widening past Mauney Drive. Also, Norfolk-Southern railroad owns a triple rail crossing between Mauney Drive and S. Beltline Boulevard. Improvements to the roadway at these crossings would require updating the crossings to current standards, including warning devices and crossing arms (which do not exist today). This recommended revision would reduce the overall project length by approximately 0.22 miles. See Exhibits A & B, attached, detailing the currently proposed project limits and the area of revision between Mauney Drive and S. Beltline Boulevard.

A analysis of this revised termini was conducted to evaluate costs associated with construction, rights of way acquisitions, utility conflicts and relocations and costs associated with the railroad crossing. This analysis has concluded that a savings of approximately \$3.1 million could be realized by revising the design to incorporate this change in termini – see Table 1, below for a break-down of associated costs.

Table 1: Approximate Cost Savings by service-type or issue

Approx. Cost Savings	
Construction-Related Costs	\$ 1,450,000.00
Rights of Way Services & Acquisitions	\$ 350,000.00
Utility Relocation Costs	\$ 300,000.00
Railroad-Related Costs	\$ 1,000,000.00
Total	\$ 3,100,000.00

Exhibit A: Detail of Shop Road Widening Project Limits

Exhibit B: Detail of Shop Road between Mauney Drive and S. Beltline Boulevard

Exhibit A: Detail of Shop Rd Widening Project Limits

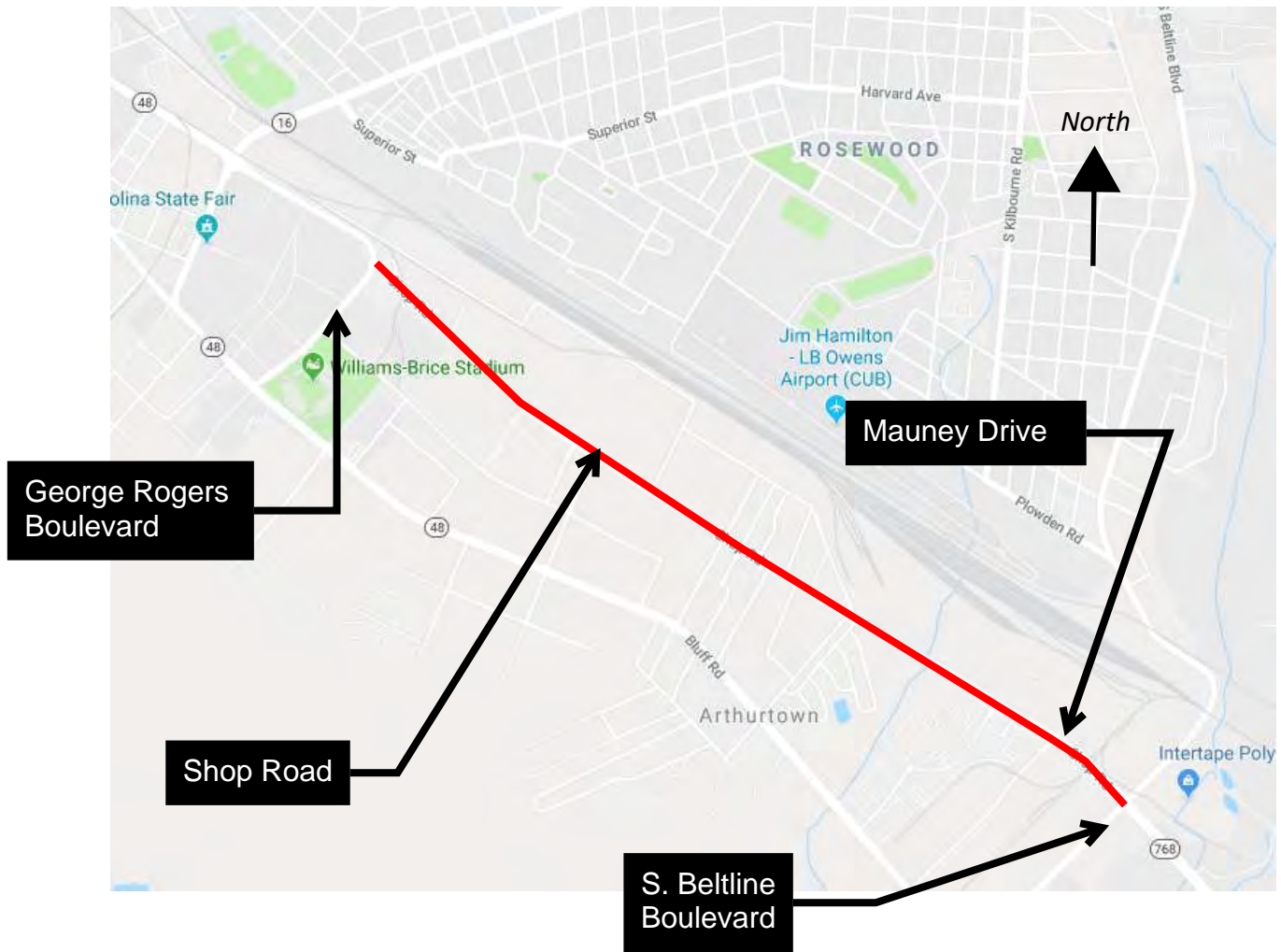
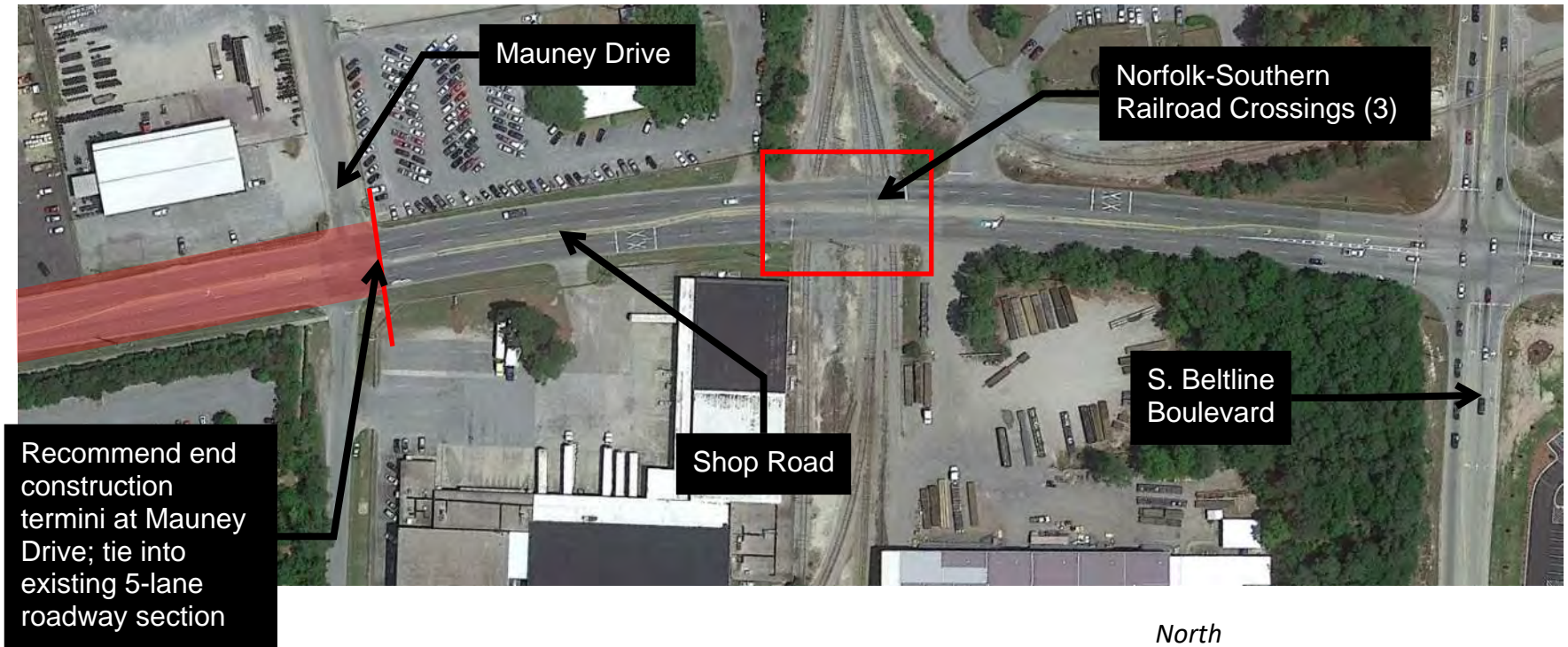


Exhibit B: Detail of Shop Rd between Mauney Dr. and S.Beltline Blvd.



Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. C&D #9

Date: February 13, 2019

This Service Order No. C&D #9 is issued by Richland County, South Carolina (the “County”), to Cox and Dinkins, Inc. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

See Exhibit A – Scope of Services

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

See Exhibit A – Scope of Services

C. Unless otherwise provided in an exhibit to this Service Order, the County's anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: March 8, 2019
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Gene Dinkins, PE, PLS (*Principal-in-Charge*)
2. McTilden “Mac” Atkins, III, PE (*Project Manager*)

II. Insurance

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

III. Safety and Warranty

It is understood that the Consultant does not have a Safety Supervisor or anyone in a similar position on staff and is not responsible in any way for job site safety or security. However to the extent that the Consultant does have employees or representatives on site, these persons will respect the safety of the public.

It is understood that the Consultant cannot give a warranty on professional services. The Consultant provides professional services (not goods) and shall only be held to a negligence – based standard of care that is guided by what a reasonable design professional would do under similar conditions in the same location and at the same time.

IV. Owner’s Responsibilities.

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

V. Consultant’s Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum</i>	\$	488,498.00
<i>Approved Direct Expenses</i>	\$	<u>37,365.00</u>
		525,863.00
 <i>Contingency – Not to Exceed¹</i>	 \$	 48,849.80

¹ Requires approval from Richland County to authorize contingency

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

VI. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

See Exhibit A – Scope of Services

VII. Execution of Service Agreement

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of _____, 2019.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT:

COX AND DINKINS, INC.

WITNESS:



By:  (L.S.)

Its: Project Manager

Date: 2/15/19

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT "A"
SCOPE OF SERVICES & SCHEDULE
CLEMSON RD / SPARKLEBERRY LN
INTERSECTION IMPROVEMENT PROJECT

Introduction

Cox and Dinkins, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide construction-phase design engineering services for the proposed Clemson Rd / Sparkleberry Ln Intersection Improvement Project (PROJECT) in Richland County, South Carolina, based on the services and design reflected in the Final Right-of-Way Plans.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

- Task 1 – Project Management
- Task 2 – Environmental / Public Meeting – No services included
- Task 3 – Field Surveys
- Task 4 – Roadway Design
- Task 5 – Pavement Marking & Signing Plans
- Task 6 – Traffic Signal Design
- Task 7 – Lighting Plan
- Task 8 – Work Zone Traffic Control Design
- Task 9 – Stormwater Management / Hydraulic Design
- Task 10 – Sediment & Erosion Control / NPDES Permitting
- Task 11 – Geotechnical Explorations and Engineering Services
- Task 12 – Roadway Structures Design and Plans
- Task 13 – Subsurface Utilities Engineering (SUE)
- Task 14 - Utility Coordination Assistance –
- Task 15 – Construction Phase Assistance –

Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program as well. The COUNTY reserves the right to request

QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

Task 1

PROJECT MANAGEMENT

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, South Carolina Department of Transportation (DEPARTMENT), and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel. Meeting agenda shall be prepared and submitted to COUNTY within two (2) business days prior to a scheduled meeting. Meeting minutes shall be prepared and submitted to the COUNTY within three (3) business days after a scheduled meeting.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume an 8 month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates.
- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 4 month design schedule specific to sub-consultant coordination.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend eight (8) project meetings and up to two (2), additional review coordination meetings with the DEPARTMENT and the COUNTY. The CONSULTANT will be in attendance at these meetings and will prepare all necessary display materials and meeting agendas & minutes.

TASK 2

ENVIRONMENTAL / PUBLIC MEETING

As there are no wetlands adjacent to the project site, nor those that would be directly affected by the project, no wetland permitting is assumed necessary. No environmental documentation or reports are assumed for this scope of services. Two public meetings were held for this project during the preliminary design phase. No additional public involvement meetings are anticipated or associated with this service order modification.

Task 3

FIELD SURVEYS

No additional field survey services are assumed to be conducted as part of this service order modification (other than those stated below). The CONSULTANT will be responsible for obtaining and performing any supplemental surveys necessary to facilitate design, permitting and development of plans for the project, as covered under the original contract (Phase 1).

The CONSULTANT will stake and obtain boring elevations for all final geotechnical borings performed on the project by the CONSULTANT. The CONSULTANT shall assume 18 borings to be surveyed. Survey of preliminary geotechnical borings were covered under the original contract.

Task 4

ROADWAY DESIGN

The Roadway Design services included in this service order modification are specific to those activities associated with final construction design and plan development and specific design evaluations and updates as described below. The previous scope of work included those services necessary for the development of Final Right-of-Way design and plans for approval by DEPARTMENT.

Design Evaluations & Updates The CONSULTANT will evaluate and update the roadway design and plans specific to the following;

1. **Tract 33 New Location Access Drive** – the design should be evaluated to provide a two-way ingress/egress. Included is the evaluation of options to allow full-access to Sparkleberry Crossing Road; current sight distance obstructions (specifically fencing and vegetation around County-owned detention pond on tract 54) limit intersection sight distance for this proposed access. The CONSULTANT will evaluate the feasible options to provide full access and provide to the COUNTY prior to updating the design and plans. Final design for this access will include profile and cross section sheets. It is assumed that this access drive will be constructed by permission and no new right of way will be acquired.
2. **Clemson Road Termini** – The CONSULTANT will conduct all necessary design and plan updates associated with extending the project approximately 400' east along Clemson Rd. from the existing termini at approximate station 32+50 to the northeast, terminating just before Chimney Ridge Road, to tie to the proposed beginning termini as reflected in the Clemson Road Widening Final Construction Plans. The proposed work included in this service order modification assumes a mill and resurfacing of the existing pavement section, addition of new curb and gutter and offset, shared-use pathways on both sides of the road, including any necessary closed-system drainage improvements. The work covered under this specific scope item was not assumed under the original contract scope of services.

The design evaluations and plan updates as described above include all associated roadway design and plan update efforts and drainage system evaluations, updates or improvements, including hydraulic design modeling and/or updates to the previously developed draft Stormwater Management Report.

The evaluations and updates will be designed to meet all necessary criteria as defined in the original contract scope of services. Should differing, or reduced criteria be recommended for any of the design evaluation and updates stated above, the CONSULTANT should notify the COUNTY prior to moving forward with associated design services.

It is assumed that the design evaluation and plan updates will be reflected in the preliminary construction plans (95% complete) as detailed in scope of work below.

Final Roadway Design and Plans

Roadway Construction Plans – The construction plans will be a continuation of the Right-of-Way Plans, including those updates as detailed above. Original Right-of-Way Plans will be retained by the CONSULTANT after appropriate COUNTY reviews and signatures and then developed into construction plans.

Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

Construction plans shall incorporate all items presented in the Roadway Construction Plans section of the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field. The CONSULTANT will prepare meeting minutes / summary of discussions from the design field review. The final design field review will be scheduled approximately 2 weeks after submittal of the preliminary construction plans (COUNTY to coordinate field review). This review may be held in the offices of the Richland Penny Program rather than in the field. However, for fee estimating purposes, the CONSULTANT should assume a meeting on-site.

The CONSULTANT shall submit set of preliminary construction plans (assumed 95% complete) to the COUNTY for review and comment. Upon receipt of the revised preliminary construction plans from the CONSULTANT, the COUNTY shall submit the revised Preliminary Construction Plans to the DEPARTMENT for review and comment. Following the review of the preliminary construction plans by the DEPARTMENT, the CONSULTANT shall revise the plans and submit final construction plans to The COUNTY for review and comment. Upon receipt of the revised final construction plans from the CONSULTANT, the COUNTY shall submit the revised final construction plans to the DEPARTMENT for review and comment. Following the review of the final construction plans by the DEPARTMENT, the CONSULTANT shall finalize the plans and submit the released for construction (RFC) plans (signed and sealed by a Professional Engineer licensed in the state of South Carolina).

It is anticipated that the COUNTY and the DEPARTMENT will each perform one (1) review and comment of the preliminary construction plans and one (1) review and comment of the final construction plans. The CONSULTANT will be responsible for updating all plan deliverables per COUNTY and DEPARTMENT reviews. The CONSULTANT shall also be responsible for providing responses to all COUNTY and DEPARTMENT comments documented within typical comment matrices.

The CONSULTANT will provide two (2) half-size plan sets for the submittal of preliminary construction plans (at each review) along with a PDF of the plan set. The CONSULTANT will provide one (1) full-size and one (1) half-size plan set for the submittal of Final Construction plans along with a PDF of the plan set.

The CONSULTANT will provide final construction CADD files to the COUNTY with submittal of the Final Construction plans.

The Preliminary Construction cost estimate will be updated by the CONSULTANT and submitted with the Preliminary Construction Plans for use by the COUNTY.

On or before the contract completion date, the CONSULTANT will deliver to the COUNTY one complete set of Final Construction Plans, an Engineer's Estimate, and "Project Specific" Special Provisions. See Project Special Provisions and Engineer's Estimate for the description of the Engineer's Estimate and "Project Specific" Special Provisions.

Project Special Provisions and Engineer's Estimate of Probable Cost – The CONSULTANT will prepare all "Project Specific" Special Provisions and include them in the format compatible with the DEPARTMENT Construction Administration Section. The CONSULTANT will work closely with COUNTY personnel for the COUNTY's development of the construction document package.

Also, utilizing recent bid data from similar projects in the area, the CONSULTANT will prepare an Engineer's Estimate of Probable Cost for construction of this project. The estimates will be based on the final summary of quantities and will be utilized in the final bid analysis and award.

Determination of the bid form for the construction contract will be determined from the Engineer's Estimate of Probable Cost and an estimate of project cost as developed by the COUNTY. Upon submittal of the Engineer's Estimate of Probable Cost, it is assumed the CONSULTANT will attend one (1) meeting to discuss quantities and unit prices for development of the final contract bid form.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

Task 5

PAVEMENT MARKING/SIGNING PLANS

Final pavement marking/signing plans for the project will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation, details showing lane lines, edge lines, stop bars, symbol and word messages and any other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and DEPARTMENT details will be incorporated into the plans.

Pavement Marking / Signing plans will be included in the preliminary construction plan submittal for review and comments by the COUNTY and DEPARTMENT prior to drafting of the final details.

Task 6

TRAFFIC SIGNAL DESIGN AND PLANS

The CONSULTANT shall prepare traffic signal design and plans at a scale of 1"=30' as required for the project. Communication plans including fiber optic cable routing and radio communication shall be prepared at a scale of 1"=50' scale as required for the project. Coordination traffic signal system timing sheets shall be provided for up to 6 time of day/day of week timing plans. Traffic signal plans shall conform to the *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition*, DEPARTMENT Standard Drawings, and SCDOT Traffic Signal Design Guidelines: 2009 edition. The signal plans shall show the placement of mast arms, steel strain pole supports, location of signal heads, location of camera detectors and detection zones, the lane configuration, signing related to the signals, pedestrian appurtenances, as applicable and other details pertinent to the layout of the signal. The plans shall also show any necessary adjustments to the operating signal sequence, the signal timing and existing signal equipment. The CONSULTANT shall prepare Special Provisions for Traffic Signal Installation based on current DEPARTMENT guidelines.

The CONSULTANT will conduct 14-hour turning movement counts (6AM to 8PM) at the following intersections to be utilized in the development of coordinated traffic signal system timing:

- Clemson Road and I-20 WB Ramp
- Clemson Road and Clemson Frontage Road/Corporate Park Drive
- Clemson Road and Sparkleberry Road
- Clemson Road and Sparkleberry Crossing Road
- Sparkleberry Lane and Sparkleberry Crossing Road
- Sparkleberry Lane and Mallet Hill Road

The COUNTY will provide existing timing and plans to the CONSULTANT, as available.

The scope of services stated above will include the traffic signal design and plans to be developed for the following intersections;

- Clemson Rd / Corporate Park Dr / Clemson Frontage Rd – *full re-build – Steel Strain Pole/ Span Wire Design*
- Clemson Rd / Sparkleberry Ln – *full re-build – Mast Arm Design*

- Clemson Rd / Sparkleberry Crossing – *new signal installation – Mast Arm Design*
- Sparkleberry Ln / Sparkleberry Crossing – *new signal installation – Steel Strain Pole/ Span Wire Design*
- Sparkleberry Ln / Mallet Hill Rd – *full re-build – Steel Strain Pole/ Span Wire Design*

Traffic signal phasing, plans and coordinated signal timing may be modified up to (4) times for the construction phasing utilizing the traffic count data collected in the services above. Temporary traffic signal design will utilize steel strain pole/span wire design at the intersections where the final signal design incorporates mast arm structures.

Task 7

LIGHTING PLAN

A lighting plan will be provided and will be prepared at a scale of 1"=50' unless otherwise agreed upon. The lighting plan will also include a photometric analysis. The plans will include dimensions sufficient for field layout. The approaches to the diverging intersections shall be illuminated as required by guidelines provided by the *Design Guide for Roundabout Lighting, NCHRP Report 672 Roundabouts: An Information Guide – 2nd edition*, as well as the limits of the diverging intersection from the crossover at Sparkleberry Lane to the crossover at Sparkleberry Crossing Drive per the guidelines provided by *AASHTO Roadway Lighting Design Guide (latest edition)*. No lighting is proposed along Sparkleberry Lane and Sparkleberry Crossing Road (or other side roads and intersections affected by this scope of work), except as necessary per the guidelines provided above.

The lighting plan will be provided with the preliminary construction plans, for review by the COUNTY and DEPARTMENT with comments addressed and updated with the final construction plans.

Task 8

WORK ZONE TRAFFIC CONTROL

The design and preparation of one set of Work Zone Traffic Control plans will be accomplished for the project and included with the respective construction plans. The plans will include a description of the sequential steps to be followed in implementing the plans, and will be developed at a scale of 1"= 50', unless otherwise agreed upon. The traffic control plans will include lane closures and traffic shifts, traffic control devices, temporary lane markings, and construction signing and sequencing notes. The plans will identify lane widths, transition taper widths, and any geometry necessary to define temporary roadway alignments. Also, the plans

will address the type of surface to be used for all temporary roadways. Standard traffic control details will be incorporated into the plans for most work activities, but detailed staging plans will be required where impacts upon the normal traffic flow are significant.

Preliminary traffic control plans will be submitted in conjunction with the preliminary construction plans, and the final signed and sealed traffic control plans along with final quantities will be submitted with the final roadway construction plans.

Task 9

STORMWATER MANAGEMENT/HYDRAULIC DESIGN

The Stormwater Management services included in this service order modification are specific to those drainage design activities associated with final construction design and plan development and Final Stormwater Management Report. The previous scope of work included the drainage design services necessary for the development of Final Right-of-Way design and plans for approval by DEPARTMENT.

The design for final construction plans will include updating the design as necessary to account for any changes in the proposed road design including any necessary changes as a result of modifications to curb grades. It is assumed that there will not be any adjustments to the profiles or alignments of Driveway 1, Driveway 2, Round 1, raised concrete medians as shown in the right-of-way plans.

Task 10

SEDIMENT AND EROSION CONTROL/NPDES PERMITTING

Sediment and Erosion Control – The intersection improvement project included in this scope of work will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

The erosion control plans will be prepared on replications of the roadway/drainage plan sheets and at the same plan scale, unless otherwise agreed upon. The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of appropriate erosion

control BMP's at specific locations along the project. For this scope of work, erosion control BMP's are assumed to be limited to inlet structures, inlet filters and silt fence; however, other erosion control measures may be necessary, dictated by the design and applicable regulations. The plans will reference the DEPARTMENT's Standard Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction, where applicable. Quantities for erosion and sediment control items will be calculated based on DEPARTMENT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the COUNTY.

NPDES Permitting – The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina. The CONSULTANT shall provide all coordination with SCDHEC for the approval of permits.

The CONSULTANT will assist the COUNTY with the development of the NPDES permit application as well as with the submission of any required supporting data. The Stormwater Management Reports for the projects will contain all supporting data developed by the CONSULTANT for the projects. The CONSULTANT will provide additional calculations and make revisions to the construction plans as required by the permit reviewer(s). This scope of services does not include redesign of any elements of the roadway drainage design as a result of comments from the NPDES permit reviewer. Any required revisions would be completed under a separate contract modification.

Task 11

GEOTECHNICAL EXPLORATIONS AND ENGINEERING SERVICES

General – The CONSULTANT will perform final geotechnical exploration for embankments, new slopes and/or retaining walls, shared-use paths, cross-lines culverts, overhead sign foundations, and shoulder widening. The CONSULTANT will gather samples, conduct tests, and analyze necessary soil and foundation data for embankments, new slopes and/or retaining walls, overhead sign foundations and shoulder widening, where applicable. The results of the sampling, testing, analysis, and recommendations concerning the design will be compiled into a final report for submittal to the COUNTY – the preliminary exploration, testing and report development was covered under the original contract; the final report shall be a continuation of the preliminary report. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Supplemental Specifications and Special Provisions
- 2010 SCDOT Geotechnical Design Manual (GDM), Version 1.1

Field Exploration (Final Subsurface Exploration) – Prior to beginning the final subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT will comply with published DEPARTMENT lane closure restrictions. CONSULTANT has assumed that the COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTMENT rights-of-way. The CONSULTANT should attempt to locate / perform borings within DEPARTMENT rights-of-way for most instances. The CONSULTANT should provide notification to COUNTY as to which borings may likely need property owner permissions when submitting the Final Boring Plan for approval.

CONSULTANT will request an updated SC811 ticket prior to starting field work for the final exploration.

Final boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations will be coordinated with the preliminary exploration to avoid testing in the same location. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The final subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Embankments, New Slopes and/or Retaining Walls, Shared-Use Paths, Cross-Line Culverts, Overhead Sign Foundations & Shoulder Widening– Subsurface Exploration

- CONSULTANT will have determined location and extent of new retaining walls prior to field work for the final geotechnical exploration.
- CONSULTANT will also have determined the location and invert elevations of new cross line culverts.
- Roadway soil test borings will be performed as specified in the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that generally cut and fill sections will be five (5) feet or less in height for the majority of the improvements.
- Final soil test borings will be performed at a frequency of approximately 1,000 feet within the DEPARTMENT's right-of-way or on private property with access permission obtained by the COUNTY. The combined preliminary and final boring spacing should be approximately 500 feet. Retaining walls require a boring every 200 feet. New culvert crossings require borings at each end of the crossing and every 100 feet.

- Four (4) roadway soil test borings (hand auger borings with dynamic cone penetrometers or SPT borings) will be performed up to a depth of 10 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the DEPARTMENT right-of-way.
- Four (4) retaining wall auger probes with temporary piezometers will be performed up to a depth of 40 feet. Auger probes may be conducted within the DEPARTMENT's right-of-way and/or on private property in order to be performed along the alignment of the planned walls. The purpose of the borings is to help better define the water versus potential perched water tables detected during the preliminary exploration. Defining the water and which soils may be submerged during a seismic event will be important to help eliminate liquefaction potential.

Ten (10) Standard Penetration Test borings for sign foundations will be performed up to a depth of forty (40) feet or auger refusal (whichever occurs first) inside and/or outside the DEPARTMENT right-of-way.

Other Field Testing Items

- Traffic control will be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that four (4) days of lane closures will be necessary.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 3.

Field Engineering – The CONSULTANT will provide oversight of hand auger borings, drill rig and cone rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

Laboratory Testing – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:

- 25 Natural Moisture Content Tests
- 25 Grain Size Distributions with wash No. 200 Sieve
- 25 Moisture-Plasticity Relationship Determinations (Atterberg Limits)

Final Roadway Geotechnical Engineering Report – The Final Roadway Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the final geotechnical subsurface

exploration in accordance with the GDM Chapter 7. The final geotechnical engineering report will be written in general accordance with the GDM Chapter 21. The final report will be signed and sealed by a registered SC Professional Engineer. The report will be submitted with the Preliminary Construction Plans. The Final Report shall be a continuation of the Preliminary Report developed under the original contract.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

This scope of services does not include any work or activities associated with geotechnical investigations for the development of pavement designs. The COUNTY will provide approved pavement design(s) to the CONSULTANT.

Task 12

ROADWAY STRUCTURES DESIGN AND PLANS

General – This task includes design and plan development criteria for proposed retaining walls that will be required due to the proposed improvements for the project. There will be no aesthetic requirements for the retaining walls or culverts. Location and quantities of any temporary shoring required for roadway construction will be included in the roadway construction plans; the shoring design and detailing is the responsibility of the contractor. The following design and construction specifications will be used in the design and preparation of retaining wall and culvert plans:

- The 2007 edition of the DEPARTMENT's *Standard Specifications for Highway Construction*.
- AASHTO's *LRFD Bridge Design Specifications*, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution.
- AASHTO's *LRFD Bridge Construction Specifications*, 3rd edition (2010) and the latest Interim Specifications in place at the time of contract execution.
- The DEPARTMENT's *Geotechnical Design Manual, v. 1.1, 2010*.
- Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for design and/or construction.
- DEPARTMENT's Standard Drawings for Road and Bridge Construction.
- DEPARTMENT's *Highway Design Manual (2003)*.
- DEPARTMENT's *Road Design Plan Preparation Guide*.

- AASHTO “Guide Specifications” as may be applicable to the project.

Retaining Wall Design and Plans – Roadway retaining wall(s) likely will be required. The roadway retaining walls are assumed to be cast-in-place, reinforced brick masonry, and/or keystone retaining walls and will be represented in the plans by plan views, envelope drawings, and associated notes and details. Approximately 900 linear feet of retaining wall, at up to 5 separate locations, from 1 feet to 9 feet high, will be required.

Noise wall design is excluded from this scope of services.

Task 13

SUBSURFACE UTILITIES ENGINEERING (SUE)

All Subsurface Utilities Engineering (SUE) services (marking and designating) were conducted under the original contract for the development of Final Right-of-Way Plans. No specific SUE services are anticipated under this service order modification, other than those stated below.

Locating –

No locating services (Level A test holes) are included as a direct service associated with this scope of work. Should locating services be deemed necessary during the design and utility coordination services, these services shall be paid for through the project contingency budget on a per Level A test hole cost.

The services to be conducted by the CONSULTANT, in the performance of locating services, only as directed and by prior approval by the COUNTY, include the following:

- A. In the performance of locating services under this agreement, the CONSULTANT shall,
 1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A test holes.
 2. Conduct appropriate records and as-built research and investigate site conditions.
 3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of-way.
 4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
 5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws. The CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.

6. Provide notification to the COUNTY concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
7. When an attempt to locate a utility line over an area where SUE was performed does not provide valid vertical data, the test hole shall not be reimbursable by the COUNTY. In the following cases, test holes shall be reimbursed by the COUNTY regardless of obtaining valid vertical data:
 - a. Utility lines buried in materials that cannot be removed by vacuum techniques other than duct banks;
The CONSULTANT to provide a separate unit cost for “test holes attempted” and any test holes that do not provide valid vertical data, shall be paid at this rate.
8. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
9. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
10. Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
11. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

B. In the performance of locating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

Task 14

UTILITY COORDINATION ASSISTANCE

The COUNTY will conduct all utility coordination for this project, with assistance by the CONSULTANT, as necessary, specific to attending meetings, updating schedules, and providing

project files. The CONSULTANT will provide electronic copies of available data (ie; CADD files, plans, deeds/plats, etc), as necessary to assist with utility coordination.. The COUNTY'S Utility Coordinator will continue all coordination of the project development with known utility companies during this phase of the project. The CONSULTANT will assume one (1) meeting specific to utility coordination during this phase of work.

Task 15

CONSTRUCTION PHASE SERVICES

The proposed construction phase services shown below are assumed at this time. All necessary construction phase services will be evaluated and negotiated upon completion of the design services tasks and prior to the proposed construction contract. A contract modification will be negotiated for these services.

Pre-Construction/Partnering Conference – The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume attendance at one (1) Pre-Construction/Partnering Conference.

Construction Phase Project Meetings – The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume attendance at twelve (12) meetings. The CONSULTANT will not be responsible for agendas, minutes, or other materials for this task.

Construction Phase Assistance - The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume 2 hours per month for construction duration of 12 months.

Construction Revisions – The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume four (4) construction revisions.

As-Built Plans – The CONSULTANT will not be responsible for the development of As-Built Plans for this project.

Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Landscaping and irrigation plans
- Video Pipe Inspection
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Location of water and sewer utility services for each utility customer in the project
- Right-of-way exhibits
- Right-of-way acquisition, negotiations, or appraisals
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Eminent Domain notices
- As-built roadway plans
- Payment of fees required by state and federal review / approval agencies (without reimbursement)
- Pavement Coring or Pavement Designs

Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Pavement Design Reports
- Existing roadway plans
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable
- Provide existing utility data provided by utility owners within the project area
- Copies of accident data along the project corridor (ie; crash stack data, accident database info, collision diagrams, etc)
- Eminent Domain advertisement notice
- As-built roadway plans
- Construction Engineering & Inspection (CE&I)
- Right-of-way negotiations & acquisitions
- Right-of-way exhibits
- Construction Documents / Bid document preparation

Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

Preliminary Construction Plans	3	months from NTP
<i>assume COUNTY review (2 weeks)</i>	3.5	months from NTP
Preliminary Construction Plans (Resubmittal)	4	months from NTP
<i>assume SCDOT reviews **</i>	5	months from NTP
Final Construction Plans	6	months from NTP
<i>assume COUNTY review (2 weeks)</i>	6.5	months from NTP
Final Construction Plans (Resubmittal)	7	months from NTP
<i>assume SCDOT review **</i>	8	months from NTP
Final Construction Plans (Final Submittal)	8.5	months from NTP

The submittal dates include time for COUNTY/DEPARTMENT review as noted.

***Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.*

Clemson / Sparkleberry (2/13/19) - C&D#9

Task	Total	Cox & Dinkins	Davis & Floyd	F&ME	Kimley-Horn	CECS, Inc.
Task 1: Project Management	\$45,860.00	\$28,260.00	\$17,600.00			
Task 2: Environmental / Public Meeting	\$0.00	\$0.00				
Task 3: Field Surveys	\$8,480.00	\$8,480.00				
Task 4: Roadway Design	\$61,200.00	\$13,800.00	\$47,400.00			
Task 5: Pavement Marking & Signing Plans	\$49,200.00	\$18,000.00	\$31,200.00			
Task 6: Traffic Signal Design	\$75,675.00	\$14,400.00			\$61,275.00	
Task 7: Lighting Plan	\$24,400.00	\$2,400.00	\$22,000.00			
Task 8: Work Zone Traffic Control Design	\$117,800.00	\$32,400.00	\$85,400.00			
Task 9: Stormwater / Hydraulic Design	\$24,400.00	\$24,400.00				
Task 10: Sediment / Eros Control / NPDES	\$25,600.00	\$25,600.00				
Task 11: Geotechnical Invest & Engineering	\$50,178.00	\$3,600.00		\$46,578.00		
Task 12: Roadway Structures Design	\$38,870.00	\$38,870.00				
Task 13: SUE	\$0.00	\$0.00				
Task 14: Utility Coord Assistance	\$4,200.00	\$4,200.00				
Task 15: Construction Phase Assistance	\$0.00	\$0.00				
Total	\$525,863.00	\$214,410.00	\$203,600.00	\$46,578.00	\$61,275.00	\$0.00
Total %	100.0%	40.8%	38.7%	8.9%	11.7%	0.0%

DBE Certified						x
SLBE Certified		x				x

DBE Utilization	0.0%
SLBE Utilization	40.8%

Lump Sum	\$488,498.00
Approved Direct Expenses	\$37,365.00
Cost Plus Fixed Fee (R/W Staking)	\$0.00
Cost Plus Fixed Fee (SUE Surveys)	\$0.00
Total	\$525,863.00

		Directs		
F&ME		geotech	\$31,365.00	final geotech field & lab
Kimley-Horn		traffic signals	\$6,000.00	(6) turning movement counts

Total Directs \$37,365.00

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. CECS#8

Date: February 13, 2019

This Service Order No. CECS#8 is issued by Richland County, South Carolina (the “County”), to CECS, Inc. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

See Exhibit A – Scope of Services

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

See Exhibit A – Scope of Services

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: March 8, 2019
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Paul Raad, P.E. (Principal in Charge)
2. Brian Nickerson, P.E. (Project Manager)

II. Insurance

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

III. Owner’s Responsibilities.

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

IV. Consultant’s Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum</i>	\$	238,696.43
<i>Approved Direct Expenses</i>	\$	<u>0.00</u>
		238,696.43
 <i>Contingency – Not to Exceed¹</i>	 \$	 23,869.64

¹ Requires approval from Richland County to authorize contingency

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

V. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

Exhibit A – Scope of Services

VI. Execution of Service Agreement

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of _____, 2019.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

Its: _____

Date: _____

CONSULTANT WITNESS:

CECS, Inc.

Shelagh Cobb

By: *Curtis Paul* _____ (L.S.)

Its: *President* _____

Date: *2/15/19* _____

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT "A"
SCOPE OF SERVICES AND SCHEDULE
BROAD RIVER RD (US RTE 76) WIDENING
SERVICE ORDER MODIFICATION #1

CECS, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Broad River Road (US 76) in Richland County, South Carolina. Broad River Rd (US 76) is considered an Urban Minor Arterial by the South Carolina Department of Transportation (DEPARTMENT). The DEPARTMENT holds all public rights-of-way adjacent to the project corridor and assumes all maintenance responsibilities for those said rights-of-way. Some of the project area is also within the limits of the Town of Irmo (CITY). The project will consist of widening the existing roadway to five lanes between Royal Tower Drive (S-1862) and Dutch Fork Road (US 76) to include bicycle and pedestrian accommodations.

The scope of this service order modification (SOM#1) amends the scope for Service Order No. CECS#4 (September 25, 2017) and includes Project Management, Field Surveys, Roadway Design, Traffic Signal Design, Stormwater Management/Hydraulic Design, and Sediment and Erosion Control/NPDES Permitting. All services and requirements of the scope (CECS#4) remain in affect except as modified herein.

The work included in this SOM#1 is specific to necessary design and plan updates as determined from the previous preliminary plan design verifications, recommendations resulting from property and rights-of-way impact reviews and required revisions specific to other agency coordination(s).

Task 1

PROJECT MANAGEMENT

The anticipated design schedule will be increased from 22 months to 26 months. This will result in the following tasks for the CONSULTANT:

- ◆ Four (4) additional project meetings and associated tasks.
- ◆ Four (4) additional monthly invoices, status reports, and schedule updates.
- ◆ Four (4) additional months of coordination with its SUB-CONSULTANTS during the execution of their work.

Task 3

FIELD SURVEYS

The following will be added:

Existing Pavement Surveys – The existing pavement will be field surveyed in accordance with the SCDOT Preconstruction Survey Manual and provide data sufficient for the design, permitting and construction of the project. Cross sections will be surveyed at a minimum of every 50 feet, including edge of pavement, crown, and other breaks in cross slope or edge of pavement. Existing pavement surveys will extend along US 76 from 200 feet east of Royal Tower Drive (S-1862) to 200 feet west of Walmart Road and along all intersecting roadways for 300 feet, with the exception of the following

- Woodrow Street (S-27) – 800 feet
- Koon Road (S-58) – 500 feet
- US 176 – from US 76 to Walmart Road
- Salem Church Road (S-56) – 1,100 feet

It is assumed that all previous ground control is recoverable for use with these supplemental surveys.

It is assumed that the surveys conducted under this contract modification will be incorporated into the existing project surface DTM. The updated and incorporated DTM file (CADD file, .tin file, etc) will be provided to the COUNTY by the CONSULTANT.

The CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the COUNTY and the COUNTY'S consultants for all work not stated specifically in the scope above within this task.

Task 4

ROADWAY DESIGN

The following will be added:

Rights-of-Way Plans – The Rights-of-Way Plans (beginning with Preliminary Rights-of-Way Plans) will be revised / updated by the CONSULTANT and submitted for COUNTY review and approval. The following design revisions are anticipated:

Design Task 1: Develop new US 76 profile based on approved pavement design for pavement overlay.

Design Task 2: US 76 alignment shift and necessary design, plan and cross-section updates to eliminate parking impacts to tracts 3, 4, 5 & 6 (parcel numbers as denoted on preliminary plans). It is proposed to shift the alignment / widening to the north side of the roadway to eliminate parking impacts.

Design Task 3: US 76 alignment shift and necessary design, plan and cross-section updates to eliminate all property and / or rights-of-way impacts to the John Jacob Calhoun Koon Farmstead property, tract 46 (parcel number as denoted on preliminary plans). It is proposed to shift the alignment / widening to the north side of the roadway to eliminate associated impacts.

Design Task 4: Add a right turn lane to US 76 westbound near station 36+00.

Design Task 5: Add a right turn lane to Caedmons Creek Drive.

Design Task 6: Update design, plan and cross-sections to reflect approved Koon Road lane geometry per traffic study, including associated dedicated right turn lane from Broad River Road.

Design Task 7: Provide side road designs, as necessary, including design criteria, typical sections, baselines, profiles, cross sections, and truck turning templates.

Design Task 8: Realign Quattlebaum Road to tie into the Woodrow Street intersection.

Design Task 9: Realign Elliot Richardson Road or Ministry Drive as necessary.

Design Task 10: Revise turn lane storage lengths based on the Final Traffic Report to be provided by the COUNTY.

Design Task 11: Revise superelevation for US 76 curve between approximate stations 65 and 74.

Design Task 12: Add raised concrete median island adjacent to US 76 left turn lane to Koon Road.

Design Task 13: Revise US 76 / US 176 intersection based on the Final Traffic Report to be provided by the COUNTY.

Design Task 14: Clarify property access and show existing pavement removal along Salem Church Road.

The Design Tasks noted above involve related revisions including reference data sheets, plan sheets, profile sheets, and cross sections.

Task 6**TRAFFIC SIGNAL DESIGN**

Traffic Signal plans for the following intersections will be added:

- Broad River Road (US 76) at Royal Tower Drive (S-1862) - new signal
- Broad River Road (US 76) at Farming Creek Road (S-957) – new signal

Task 8**STORMWATER MANAGEMENT/HYDRAULIC DESIGN**

Roadway Design Tasks noted above will be incorporated into the scope for this task.

Task 9**SEDIMENT AND EROSION CONTROL/NPDES PERMITTING**

Roadway Design Tasks noted above will be incorporated into the scope for this task.

Schedule

The anticipated schedule will be revised as follows:

Field Surveys	2	months from NTP
Preliminary Right-of-Way Plans	6	months from NTP
<i>assume COUNTY review (1 month)</i>	7	months from NTP
<i>assume SC DOT review (1 month)</i>	8	months from NTP

Subsequent project delivery will follow the schedule as shown in the original contract.

The submittal dates include time for COUNTY/DEPARTMENT review as noted. Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.

Broad River Rd (US 176) Widening - (2/13/19) - CECS#8

Task	Total	CECS, Inc	Cox & Dinkins	New South	S&ME	Parrish & Partners, LLC	Chao & Assoc.	PJNA	CECS, Inc. (DBE)
Task 1: Project Management	\$22,341.76	\$22,341.76							
Task 2: Environmental / Public Meeting	\$0.00	\$0.00							
Task 3: Field Surveys	\$49,334.28	\$0.00	\$49,334.28						
Task 4: Roadway Design	\$142,611.83	\$142,611.83							
Task 5: Pavement Marking & Signing Plans	\$0.00	\$0.00							
Task 6: Traffic Signal Design	\$24,408.56	\$24,408.56							
Task 7: Transportation Management Plan	\$0.00	\$0.00							
Task 8: Stormwater / Hydraulic Design	\$0.00	\$0.00							
Task 9: Sediment / Eros Control / NPDES	\$0.00	\$0.00							
Task 10: Geotechnical Invest & Engineering	\$0.00	\$0.00							
Task 11: Roadway Structures	\$0.00	\$0.00							
Task 12: SUE	\$0.00	\$0.00							
Task 13: Utility Coord Assistance	\$0.00	\$0.00							
Task 14: Construction Phase Assistance	CONSTRUCTION PHASE SERVICES TO BE CONDUCTED PER FUTURE CONTRACT MODIFICATION								
Total	\$238,696.43	\$189,362.15	\$49,334.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total %	100.0%	79.3%	20.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

DBE Certified				x			x	x	x
SLBE Certified	x		x		x		x	x	x

DBE Utilization	0.0%
SLBE Utilization	100.0%

Lump Sum	\$238,696.43
Approved Direct Expenses	\$0.00
Total	\$238,696.43

Directs

Total Directs \$0.00



TRANSPORTATION PROGRAM

February 5, 2019

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Broad River Neighborhood Improvements
PDT-325-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, January 23, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the Broad River Neighborhood Improvements Project. The Richland Program Development Team has reviewed the three (3) submitted bids for Broad River Neighborhood Improvements which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

BROAD RIVER NEIGHBORHOOD IMPROVEMENTS - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Cherokee, Inc.	\$ 858,063.50
AOS Specialty Contractors, Inc.	\$1,012,140.00
Palmetto Corporation of Conway, Inc.	\$ 1,168,934.65

Further review shows that the Cherokee, 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 December 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 Cherokee's bid to be 17.9% below the Engineer's Estimate of \$1,045,660.36 for the project. A review of the low bid also shows a 19% Disadvantaged Business Enterprise (DBE) utilization commitment which exceeds the 17% goal identified for this project. Cherokee, 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. After forwarding all required information to the agency to include bid information, Engineer's estimate comparisons, DBE Committal information, and other required forms, we have received their formal concurrence as attached.

Therefore; Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Incorporated. It is further recommended that the approval of the award also include a 10% contingency of \$ 85,806.35. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads "Dale Collier". The signature is written in a cursive style.

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab
Bid Form – Cherokee, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
Cherokee, Inc. License Confirmation
Cherokee, Inc. DBE Utilization Documentation
SCDOT Award Concurrence Form

LPA Construction Award Concurrence Request Form

Prior to the award of a construction contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administrator (LPAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful bidder.

Local Public Agency: Richland County
 Contact Person: Dr. John Thompson Title: Director of Transportation
 Address: 2000 Hampton Dt., Columbia, SC 29204 Phone: 803.766.5003
email -thompson.john@richlandcountysc.gov

Contract Area / Number: _____ County: Richland

Project Name: Broad River Neighborhood Improvement Project
 File Number: P029404 Master PIN Number: _____
 Date of Agreement: October 18, 2017 Construction Completion Date: _____

To: **Director of Construction**

The County/City/Town of Richland is requesting your concurrence in award for the construction of the above referenced project to Cherokee, Inc. The project description is as follows:

The project consist of 0.674 miles of new sidewalk and associated handicap ramps along Gibson Street, Hart Street, Pearl Street and McRae Street within the Broad River Neighborhood. In addition to sidewalks, the project includes landscaping, irrigation, stormwater drainage sytem, curb and gutter installation, striping, traffic control, grading, concrete driveways, sodding and erosion control.

This concurrence request shall include the following documentation:

Construction:

- SCBO Advertisement
- Bid Proposal (include electronic and hard copy)
- Plans
- Construction Estimates (include electronic and hard copy)
- List of Bidders with Bid Amounts
- Bid Tabulations (include electronic and hard copy)
- Bid Bonds
- Committal Sheets for DBE participation (if required)
- Signed Quotes from DBE(s) listed on Committal Sheet (if required)

The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of Cherokee, Inc. as the successful proposer / bidder. The County/City/Town of Richland may award the contract to Cherokee, Inc. based on the information submitted by you on Jan 30, 2019.

Construction:

- Concur Concurrence Denied

WHS


 Director of Construction

2-5-2019

 Date



TRANSPORTATION PROGRAM

February 5, 2019

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Dirt Road Package I
PDT-747-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, January 30, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the Dirt Road Package I Project. The Richland Program Development Team has reviewed the five (5) submitted bids for Dirt Road Package I which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

DIRT ROAD PACKAGE I - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
R & T Grading, Inc.	\$ 952,811.84
McClam & Associates	\$1,128,763.09
Armstrong Construction	\$1,197,623.75
AOS Specialty Contractors	\$1,289,112.68
Cherokee, Inc.	\$1,425,773.00

Further review shows that the R & T Grading, 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 January 9, 2019 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 R & T Grading, Inc.'s bid to be 29.2% below the Engineer's Estimate of \$1,345,127.23 for the project. A review of the low bid also shows a commitment of **5.93%** utilization of Small Local Business Enterprise (SLBE) companies which approximately equals the 5.95% goal identified for this project. R & T Grading, Inc. has also submitted the required SLBE Utilization Form indicating the SLBE firms will be participating in the work.

R & T Grading's SLBE commitment of 5.93% is just shy of the 5.95% goal which equates to a deficit of \$208.30 on the approximate \$1M project. If R & T Grading is not awarded the project, Richland County would move to the next low bidder, McClam & Associates, and incur additional costs totaling \$175,951.25. In response to our inquiry, R & T Grading has provided their attached written commitment to increase their SLBE percentage to meet the indicated goal at no additional cost to the County.

Therefore; Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, R & T Grading, Inc. with the stipulation that this firm provide a plan to meet the 5.95% SLBE Utilization Commitment in its entirety without altering its total bid price. It is further recommended that the approval of the award also include a 10% contingency of \$ 95,281.18. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads "Dale Collier". The signature is written in a cursive, flowing style.

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab
Bid Form – R & T Grading, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
R & T Grading, Inc. License Confirmation
R & T Grading, Inc. DBE Utilization Documentation
R & T Grading, Inc. DBE Utilization Commitment email

A Mandatory Pre-Bid Conference was held at 10:00 AM on January 30, 2019 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 22.12% below the Engineer's Estimate of \$4,699,996.21 for the project. A review of the low bid also shows a commitment of **17.5%** utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 17.3% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, McClam & Associates. It is further recommended that the approval of the award also include a 10% contingency of \$366,032.68. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

- Certified Bid Tab
- Bid Form – McClam & Associates
- Bid Comparison to Engineering Estimate
- Pre-Bid Sign In Sheets
- McClam & Associates / Taylor Brothers License Confirmation
- McClam & Associates SLBE Participation Sheet



TRANSPORTATION PROGRAM

February 5, 2019

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Broad River Neighborhood Improvements
PDT-325-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, January 23, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the Broad River Neighborhood Improvements Project. The Richland Program Development Team has reviewed the three (3) submitted bids for Broad River Neighborhood Improvements which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

BROAD RIVER NEIGHBORHOOD IMPROVEMENTS - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Cherokee, Inc.	\$ 858,063.50
AOS Specialty Contractors, Inc.	\$1,012,140.00
Palmetto Corporation of Conway, Inc.	\$ 1,168,934.65

Further review shows that the Cherokee, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

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Attached is a final bid tab sheet for your reference which indicates Cherokee's bid to be 17.9% below the Engineer's Estimate of \$1,045,660.36 for the project. A review of the low bid also shows a 19% Disadvantaged Business Enterprise (DBE) utilization commitment which exceeds the 17% goal identified for this project. Cherokee, 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. After forwarding all required information to the agency to include bid information, Engineer's estimate comparisons, DBE Committal information, and other required forms, we have received their formal concurrence as attached.

Therefore; Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Incorporated. It is further recommended that the approval of the award also include a 10% contingency of \$ 85,806.35. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads "Dale Collier". The signature is fluid and cursive.

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Taylor Neely, Richland PDT
Jennifer Wladischkin, Richland County

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email -thompson.john@richlandcountysc.gov

Contract Area / Number: _____ County: Richland

Project Name: Broad River Neighborhood Improvement Project
 File Number: P029404 Master PIN Number: _____
 Date of Agreement: October 18, 2017 Construction Completion Date: _____

To: **Director of Construction**

The County/City/Town of Richland is requesting your concurrence in award for the construction of the above referenced project to Cherokee, Inc. The project description is as follows:

The project consist of 0.674 miles of new sidewalk and associated handicap ramps along Gibson Street, Hart Street, Pearl Street and McRae Street within the Broad River Neighborhood. In addition to sidewalks, the project includes landscaping, irrigation, stormwater drainage sytem, curb and gutter installation, striping, traffic control, grading, concrete driveways, sodding and erosion control.

This concurrence request shall include the following documentation:

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- SCBO Advertisement
- Bid Proposal (include electronic and hard copy)
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- List of Bidders with Bid Amounts
- Bid Tabulations (include electronic and hard copy)
- Bid Bonds
- Committal Sheets for DBE participation (if required)
- Signed Quotes from DBE(s) listed on Committal Sheet (if required)

The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of Cherokee, Inc. as the successful proposer / bidder. The County/City/Town of Richland may award the contract to Cherokee, Inc. based on the information submitted by you on Jan 30, 2019.

Construction:

- Concur Concurrence Denied

WHS


 Director of Construction

2-5-2019

 Date

EXECUTIVE SUMMARY

Date: January 22, 2019

To: Dr. John Thompson
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Calhoun Road Diet – Public Meeting Summaries with Recommendation

Introduction

The Calhoun Road Diet for Bike Accommodations Project is one of four Road Diet for Bike Accommodations Projects included in the 2012 Referendum, with a budgeted amount of \$88,292. The Richland Penny PDT coordinated with the City of Columbia to design road diets that would create safe bike lanes; but to do so will require removal of some parking on the north side of the road. The purpose of this document is to summarize the public input process and provide a recommendation to implement this project in accordance with public responses to advance the project.

In order to solicit public input, the Richland County Transportation Program, along with the City of Columbia, completed conceptual studies with a concept report and conducted two public meetings; one for the Calhoun and Hampton Road Diet on June 28, 2018, and a follow up meeting for just Calhoun on November 7, 2018.

The two public meetings followed an informal, open-house format, and included project displays highlighting aerial overview maps, typical road diet sections, and overall benefits of road diets. PDT, City and County staff attended to answer questions and gather comments from the public. Staff provided comment cards for written comments and questions for the public to answer to gauge the amount of support for the project.

June 28, 2018 Public Meeting

The Richland County Transportation Program held a public meeting for the Calhoun and Hampton Road Diet plans on Thursday, June 28, 2018 from 6:00 to 8:00 at the Holy Trinity Greek Orthodox Cathedral located at 1931 Sumter St. This plan includes a road diet, where the four-lane road will be restriped to create a two-lane road with a center turn lane; and sharrows, where vehicle and bike traffic share the road when there is not enough room for a bike lane.

Staff received 49 comments, with more than 60% in favor of the project. Four comments received were opposed to the plan because implementation would result in lost parking along Calhoun near St. Timothy's Episcopal Church (Calhoun and Lincoln intersection). The PDT revised the plans to keep parking on this block in response to these comments. The PDT also received three comments from Transitions Homeless Center that sixteen overnight parking permits granted by the City would be lost. The City confirmed that the spots would be moved to the other side of Calhoun St. or side streets and no spots would be lost.

After the meeting, City and PDT Staff presented their findings to the City and County Councils. The City Council requested, and County Council concurred, the City and PDT to conduct another meeting for just Calhoun Street, and to postpone the Hampton Road Diet until after the construction of Calhoun.

November 7, 2018 Public Meeting

The Richland County Transportation Program held a public meeting for the Calhoun Road Diet on Thursday, November 7, 2018 from 6:00 to 8:00 p.m. at the Holy Trinity Greek Orthodox Cathedral, located at 1931 Sumter Street. The proposed improvements included road diets and sharrows. The road diet concept would be implemented on Calhoun from Park to Assembly and from Sumter to Pickens. Also included is the removal of the north side parking along the blocks within the road diet and Assembly to Sumter, to create wider vehicle travel lanes, and to provide additional width for bike lanes. Sharrows will connect the road diets along Calhoun from Wayne to Park and from Pickens to Harden and do not require removing existing parking.

Staff received 42 comments during the comment period. 31 comments were in favor, 8 were against, and 3 were for bike lanes but did not favor the current plan.

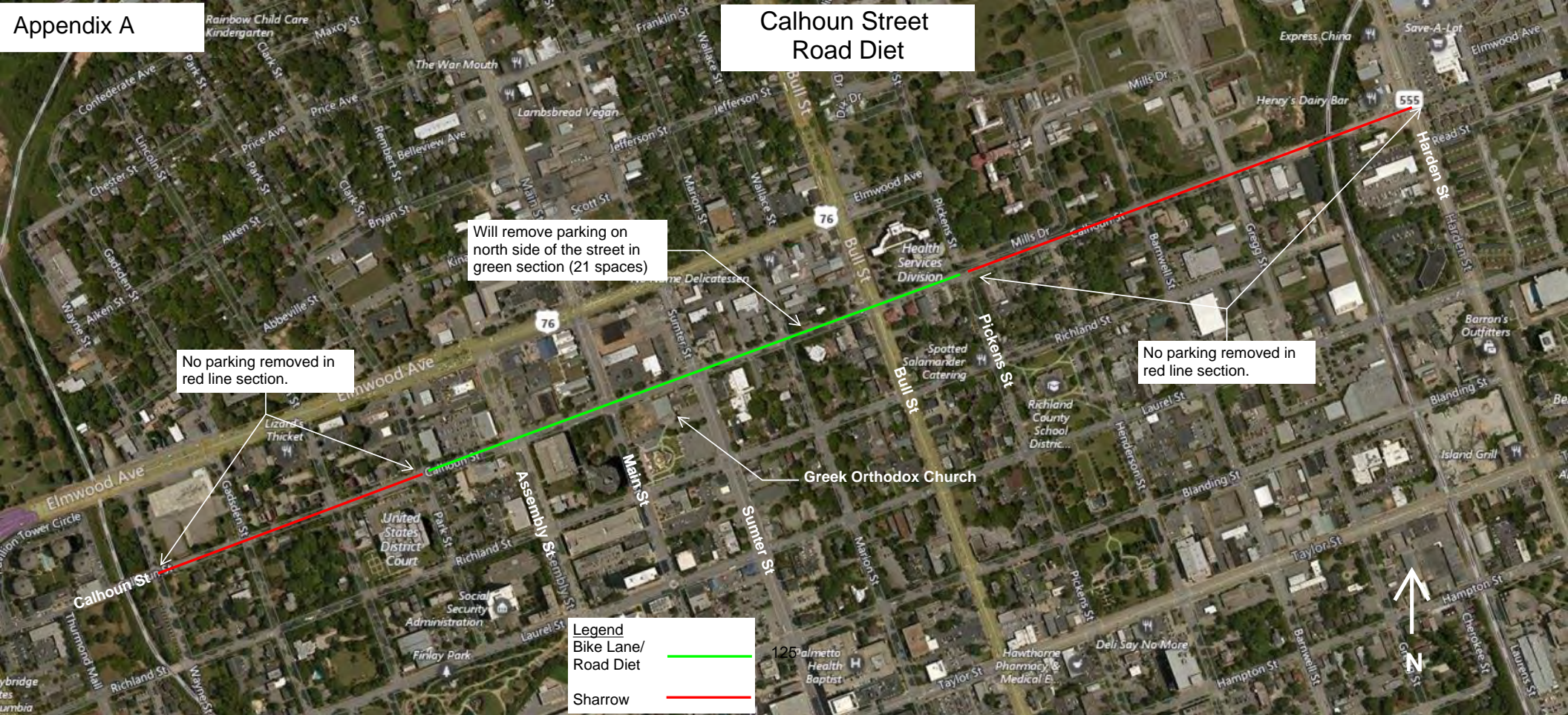
Interestingly, three comments were on behalf of the Episcopal Church from citizens who were previously against the plan, but now are in favor of it, since the parking across from the church will now be preserved. Six comments shared concerns for the loss of parking on Calhoun.

Recommendation

The Richland PDT and City of Columbia request that the Calhoun Street Road Diet be advanced through design and to construction as presented at the November 7, Public Meeting to include resurfacing of the roadway between Park Street and Pickens Street at an estimated cost of \$1.5 Million.

Appendix A: November 7, 2018 Public Meeting Information
Appendix B: Public Comments
Appendix C: Concept Report

Calhoun Street Road Diet



Will remove parking on north side of the street in green section (21 spaces)

No parking removed in red line section.

No parking removed in red line section.

Legend

- Bike Lane/ Road Diet —
- Sharrow —



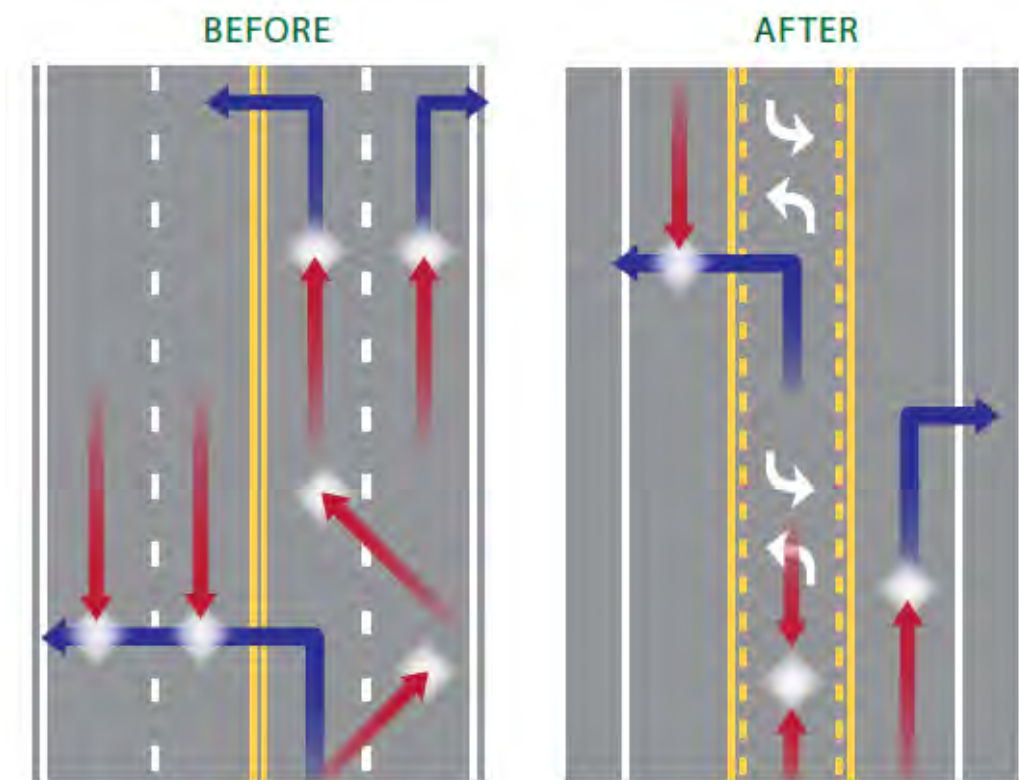
Road Diet Benefits

I. Designated left turn lane prevents through traffic from being restricted.

II. Center turn lane for efficient turning movements.

III. Four 9' lanes causes shy driving and cars unable to drive side by side. Three 11' lanes give drivers more room resulting in more comfortable driving conditions.

IV. Wider lanes will reduce sideswipe accidents and create a safer road.



"Road Diet Guide - Car Free America". Car Free America. Retrieved 2018-10-31.

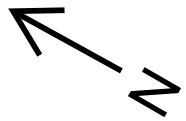
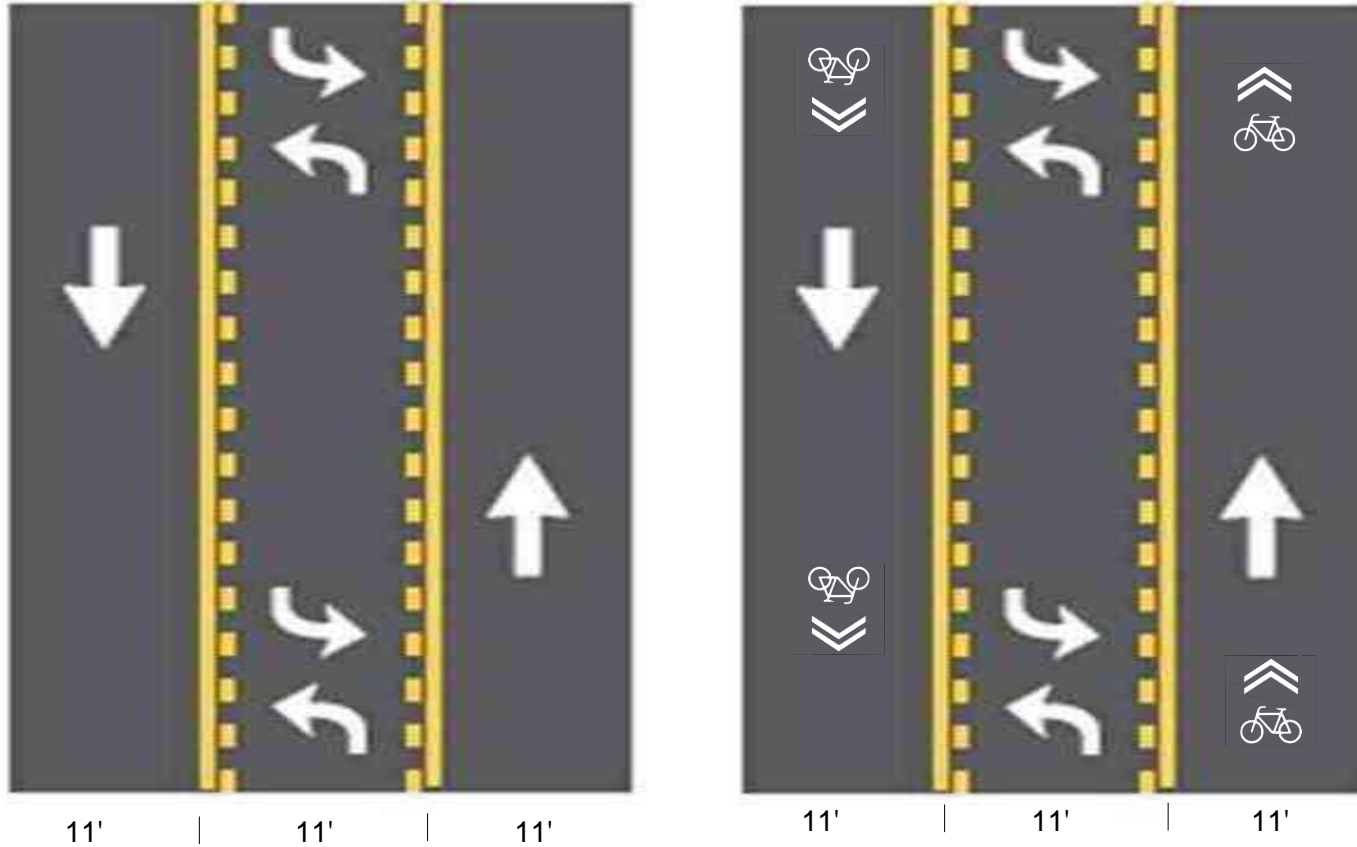
Calhoun Street Road Diet

33' Typical Section
Barnwell to Harden

No lane changes or parking removal will occur in the 33' sections of Calhoun. Instead it will be marked as a sharrow.

Existing

Proposed

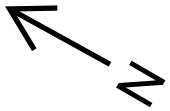


*Not to scale

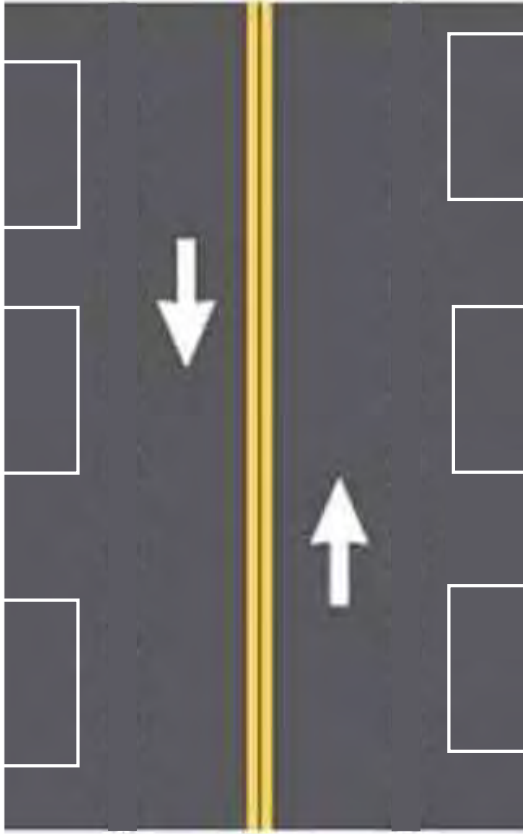
Calhoun Street Road Diet

33' Typical Section (Wayne to Park and Pickens to Barnwell)

No lane changes or parking removal will occur in the 33' sections of Calhoun. Instead it will be marked as a sharrow.

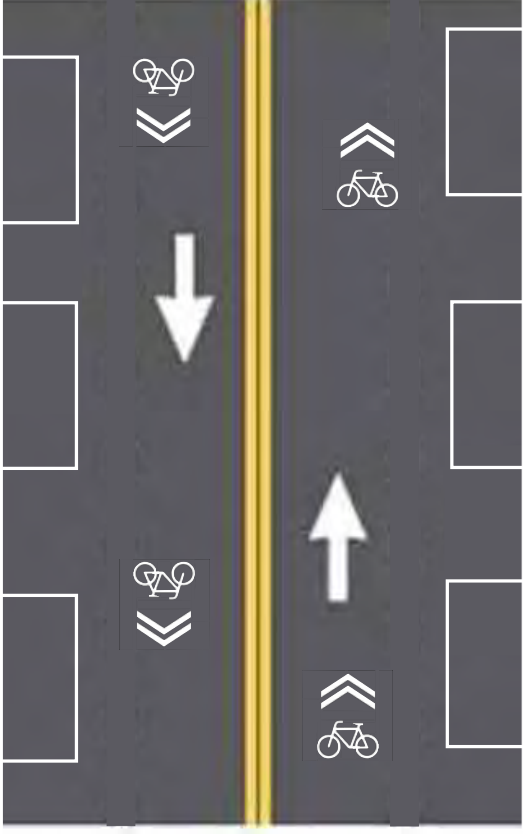


Existing



6' | 10.5' | 10.5' | 6'

Proposed



6' | 10.5' | 10.5' | 6'

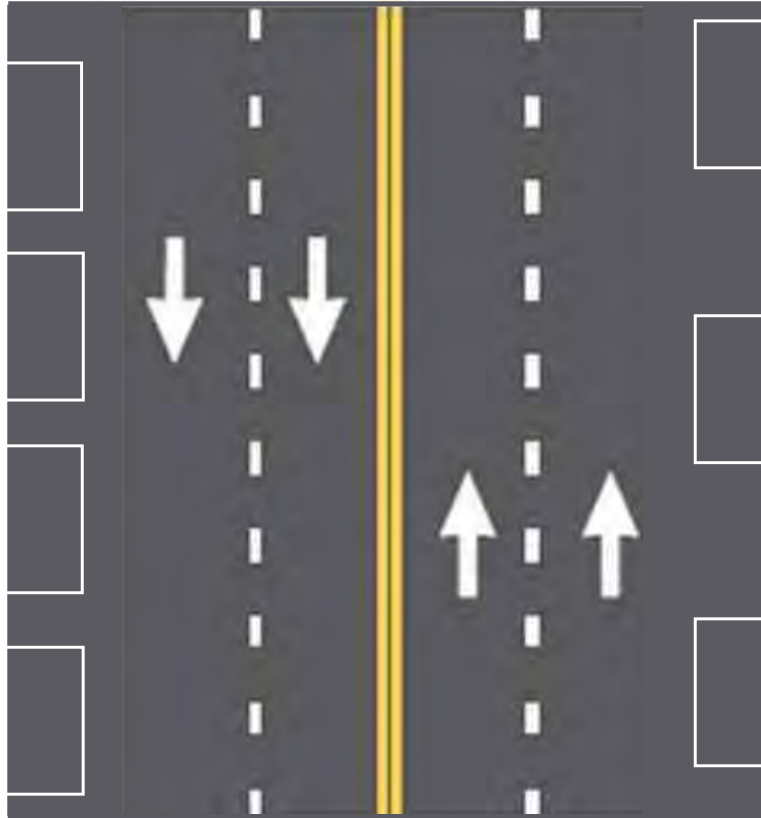
*Not to scale



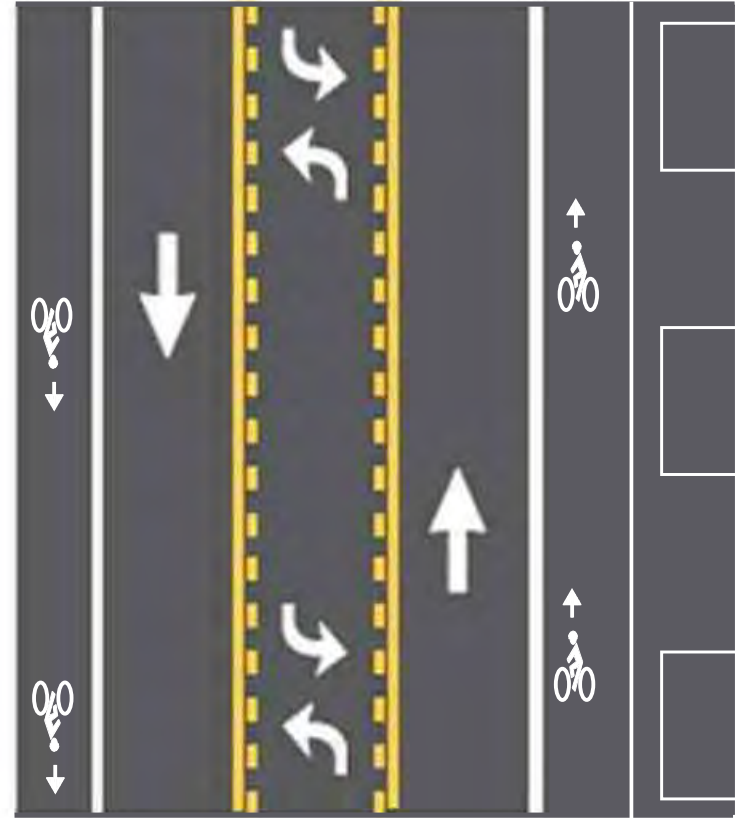
Calhoun Street Road Diet

48' Typical Section
(Park to Assembly and Sumter to Pickens)

Existing



Proposed



*Not to scale

6' | 9' | 9' | 9' | 9' | 6'

*Removes 21 metered parking spots

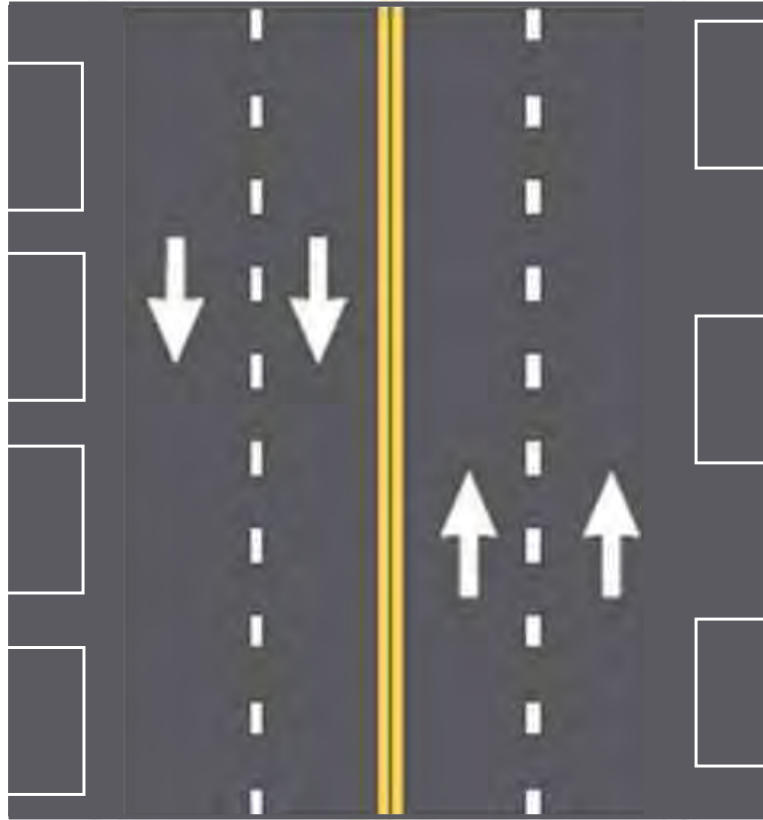
4' | 11' | 11' | 11' | 5' | 6' |



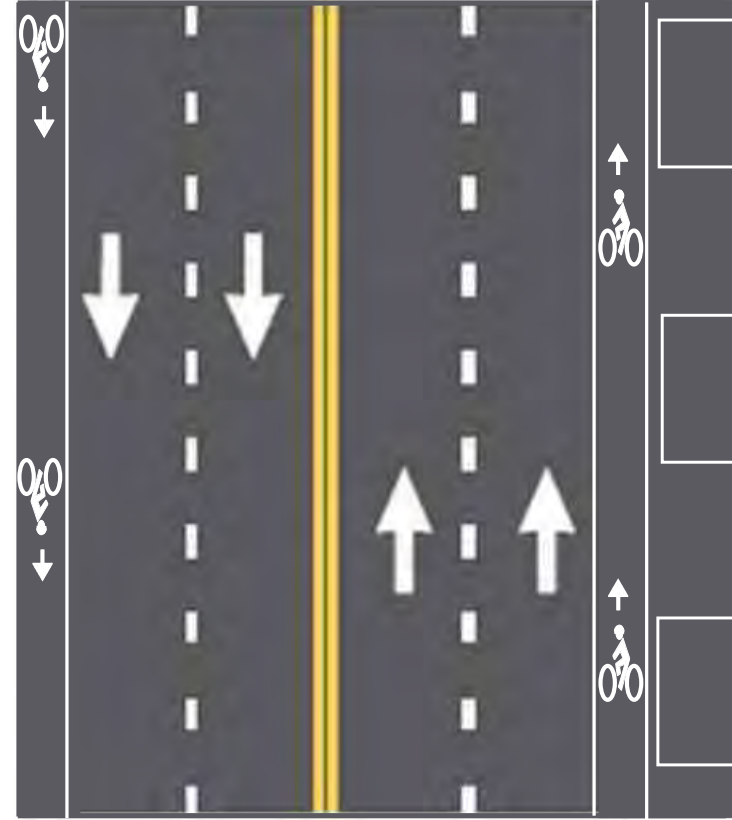
Calhoun Street Road Diet

62' Typical Section
Assembly to Sumter

Existing



Proposed



*Not to scale 6' | 13' | 12' | 12' | 13' | 6'

4' | 12' | 11.5' | 11.5' | 12' | 5' | 6'

*Removes 21 metered parking spots

CALHOUN STREET (WAYNE ST TO HARDEN ST) ROAD DIET COMMENTS 11/7/18

#	Comment
1	<p>I serve as the co-chair of BPAC, and I assisted with canvassing around Assembly Street to notify owners/occupants about the meeting. I generally got neutral or positive feedback; many business owners described being able to hear accidents at the intersection several times a day and were appreciative of this proved strategy to fix it. The only request/ comment came from an avid biker who asked for the bike lane to extend the entire stretch for consistency.</p> <p>I am very supportive of a road diet on this road for many reasons: improved safety for all travel modes, potential for business and economic development in the area. Please continue to move forward with your design. There are so many lot and side streets that could be shared by businesses if they have concerns about lost parking. We really hope more people will walk and bike to this area anyway!</p> <p>Also-this project will slow down traffic and bring safety to the sidewalks too. I think more ‘eyes on the street’ from foot traffic can also alleviate those types of concerns.</p>
2	Very supportive of the project. Would love to see more investment across city for similar projects. Ideally, would be better to have bike lane between parking and sidewalk- but can’t always get what you want.
3	I’m happy bike lanes are being done in the city! I’d love for Cola to become more bike/walk friendly. And have them connected. My fear is the drug traffic that is extremely prevalent right now on Calhoun- especially the area of Calhoun and Marion street intersection. If people do not feel safe, they will not use these bike lanes. Also, many businesses either already have or are considering leaving the area. My hope would be that making the area more bike and walk friendly will improve the overall workability/ economic vitality of the area. Hopefully dollars well spent!
4	<ul style="list-style-type: none"> • Myself (and AgFirst) have <u>strong safety concerns</u> between Assembly and Main. People turning from Assembly into the parking garage at AgFirst is a major traffic flow. • Why didn’t we consider road diet between Assembly and Main/Sumter • No BPAC/ bicycle involvement or business involvement in design, this needs to change • Other areas are ok/ good • Are we using bollards to segregate the lanes?
5	I feel the design from Park to Assembly should be used for the Assembly to Sumter section- 3 lanes with tuning lane. Additionally the Gregg to Barnwell section is a 15%+ climb that is blind from Barnwell. There should be bike lanes there, not Sharrows!
6	<p>I am a huge supporter of this plan, with the exception of the Assembly to Sumter section. That road gets relatively little traffic and a road diet to make it three lanes (just like Park to Assembly) would make it tremendously safer. As it is being proposed people will inevitably drive through the bike lane as they turn into the AgFirst parking garage off of Assembly.</p> <p>I also think Gregg to Barnwell needs to be a bike lane, it’s a blind hill and 15%+ grade so cyclists will be moving slowly.</p> <p>Thank you for gathering input!</p>
7	Everything looks great except Sumter to Assembly because of the single side bike lanes. I am good with the one change of the sharrow close to Arsenal Hill.
8	Everything looks great! I support the project and am encouraged by the county’s commitment to making our community more bike friendly!

9	Only concern is our office tenant access to our parking garage and potential for injury. In am (7:30-8am) and pm (4-5:30pm) we have about 600-700 people turning onto or from Calhoun into alley road access from transitions. We are a bike friendly certified building and want to make sure the bikes are safely travelling by our property.
10	Oppose removing existing park spaces on the 1300 block of Calhoun. Need already for on premise customer parking. Homeless situation remains a problem- this building remained empty for four years. Current tenant has parking issues with zoning at this time.
11	<ol style="list-style-type: none"> 1. Please prioritize concerns of those of us who actually live in the neighborhood affected. 2. Would like to see much less sharrow space and more dedicated bike lane. A sharrow is just another road sign that drivers ignore. 3. In areas where parking must remain it would be great to have it separate the bike lane from the traffic lane to increase safety. 4. Would like to see more space dedicated to bike lane to increase safe buffer zone, and cause cars to drive slower. Timid driving is NOT a negative downtown. 5. Please consider burying all power lines while you're at it with roadwork. 6. Would love to see a lower speed limit implemented along the bike routes, and eventually downtown-wide. #TWENTYISPLENTY <p>I live, work, worship, and shop downtown. I walk or bike downtown every single day. I'm very bold in asserting the rightaway that cars are supposed to yield. I have no doubt that anyone who is less confident does not feel safe getting around many spots not in a car. Cars routinely speed down too wide streets and run red lights (why I think sharrows aren't worth the paint and labor cost), nearly striking bikes and walkers almost weekly that I see. Please make Cola a better place for those of us who live here, and in doing so inspire more growth. Please resist the urge to give in to the pressure from loud malcontents who come to our neighborhoods by car, then drive across the river to a different city, county, and tax base. Thank you.</p>
12	<p>I am opposed to the Calhoun Street changes for the following reasons:</p> <p>Safety: The Calhoun Street Assembly Street intersection is very heavily traveled and has lots of accidents. Having bicycles in this dangerous intersection will increase the likelihood of serious injury. Daily deliveries will have to park in the bike lane obstruction bikes making them repeatedly change lanes between the bike lane and regular auto traffic. Most of Calhoun is already a share the road situation adding some blocks of bike lane will make it confusing, no-bike lane, bike lane, no bike lane. The North side of the road has lots of driveways so autos will be crossing the bike lane more often causing safety issue as well as delays in travel.</p> <p>Traffic Slowdown: The number of autos going through the intersection will be reduced with fewer lanes.</p> <p>Lack of need: Very few bicycles travel at this location. Bicycle advocates have not been actively proposing this change.</p> <p>Parking Difficulties: Downtown parking is already an issue, people going to the courthouse or federal building and other businesses in the area will have fewer options.</p> <p>Suggestions: Consider a less traveled road like Richland for the bike lane.</p>
13	I understand there is a proposal to remove the parking spots from in front of the offices located on Calhoun street. As I use a wheelchair, there is no other parking available to me or my disabled clients and we cannot afford the removal of these spots. Please advise if there is any issue with my request to keep the parking spaces on Calhoun street.
14	I support the revised plan that does not eliminate parking on the north side of the 900 block of Calhoun St. The parking at St. Timothy's is limited because of the federal building, and losing any means space would be a burden. Most of our members are old (including me) and we would have to park further also, it would be more walking for our members coming for weddings, funerals, and other events. Thank you so much for recommitting this revision so that our parking on the north side of the 900 block of Calhoun can be proposed. St. Timothy's is deeply grateful.

15	<p>My wife and I have attended St. Timothy’s Episcopal for several years now. Plus our daughter was married at St. Tim’s last December. St. Timothy’s is a hidden gem, with many older patrons and some families with young children. While we think it’s great to put in bike lanes through the area, we believe taking parking spaces along the street would have a negative impact on the church! We certainly don’t want to lose more patrons because there is not enough parking within close walking distance of the church. We cannot afford to lose more people, as it would impact our donations, as well as possibly membership. And when we had our daughter’s wedding, both sides of the street and around the corner of that block were used (as well as church parking) as it was raining and cold we needed all the nearby parking to handle the 100+ guest. As quiet as that end of the street is, I feel certain we could share parking with the bike lanes and satisfy the planners and church goers: I’ve never seen bike riders in the area so would hate to lose that parking for church goers!</p> <p>Thanks</p>
16	<p>I am a member of St. Timothy’s Episcopal Church, located at 900 Calhoun Street. I am very grateful that the City of Columbia has taken the concerns of our congregation seriously to parking in its proposed “bike” plan for Calhoun St. Our congregation is older and needs to have parking near the church as our parking lot is too small to serve the whole congregation. Thank you for listening to our representatives and allowing us to keep those parking spaces on Calhoun. We are so appreciative. Sincerely</p>
17	<p>Dear Ms. Higgins: As a business owner with a building on Calhoun Street, I am very opposed to any elimination of parking on Calhoun Street. Parking for the federal courthouse and for the many businesses on Calhoun Street is already in very short supply.</p> <p>We pay taxes. We vote. Do NOT eliminate any parking on Calhoun Street. My building is on the corner of Calhoun and Lincoln Streets.</p>
18	<p>I agree with Ms. Valtorta. We pay taxes at the higher rate as commercial property owners. Also, the federal courthouse often monopolizes the spaces on Calhoun Street.</p>
19	<p>My husband and I are cyclists and we 100% approve the bike lanes on Calhoun and Hampton Streets.</p> <p>Please approve.</p> <p>Sincerely</p>
20	<p>Thank you for taking the time to talk with me yesterday and explain the proposed changes. At this time I am strongly opposed to the modifications as I understand them for the following reasons:</p> <p>Safety – lots of significant accident at the Calhoun. Assembly street intersection. They are auto to auto, auto to bicycle would be devastating</p> <p>The need is not present. Who is advocating for this change? Very very few bicycles travel at this location.</p> <p><u>Please provide any data you may have about bicycle traffic on Calhoun and at this intersection specifically.</u></p> <p>The only bicycle advocates I talked with at the meeting said they were not consulted and he didn’t think it was the best plan. Clearly that is just one opinion.</p> <p>Downtown parking is already an issue, we ask people to leave our parking lot daily that are going to the courthouse or federal building.</p> <p>I don’t see how the number of autos going through the intersection would not be adversely effected, increasing the daily travel time for hundreds or thousands of people.</p> <p><u>Please provide any studies and information available on how the proposed changes impact traffic flow.</u></p>

	<p>Daily deliveries at just my building, UPS, FedEx, Mail, Shredding services etc. park on road and would obstruct the bike lane adding to the safety concerns. Bicycles would have to repeatedly change lanes between the bike lane and regular auto traffic.</p> <p>Most of Calhoun is already a share the road situation adding about 6-8 blocks of bike lane will make it confusing no-bike lane, bike lane, no bike lane. Once again safety concerns</p> <p>The North side of road has lots of driveways so autos will be crossing the bike lane more often causing safety issue as well as delays in travel. If the bicycle volume is so low as to not cause a safety/ delay issue then why commit the resources to have the bicycle lane?</p> <p>The office buildings at the Calhoun/Assembly intersection have not been fully occupied. Now new tenants are moving in you will see more traffic and on street parking.</p> <p>8 parking spaces will be removed on just my block</p> <p>Suggestions</p> <p>Why not move the bicycle path to Richland it has a lot less traffic.</p> <p>The proposal will reduce parking along Calhoun Street. If the goal it to maximize the utilization of this public asset make the parking free and you will have the spaces occupied and benefit hundreds of people vs the very few bicycle riders for the same cost.</p> <p>I do see a potential benefit in reducing the number of autos in downtown Columbia. But before making it more difficult for autos to get in an out of Columbia an alternative needs to be available. Having a convenient, cost-effective mass transit system to get people from where they live to downtown so they don't have to drive is the first step. Once in Columbia they can use bicycles etc.</p> <p><u>Please provide contact information for others I need to contact about my concerns.</u> I would like to meet with them quickly so I and take action with others in the community to stop this change before it progresses any further.</p> <p>Thanks again for your time.</p>
21	<p>Hi! As a business owner in Columbia, I strongly support bike lanes on Hampton and Calhoun. The more livable our city, the more attractive we are to business site selection teams, etc.</p>
22	<p>To Whom It May Concern:</p> <p>I am a major supporter of the expansion of bicycle lanes in Columbia and Richland County. There are few local/municipal improvements that would have so immediate and direct an impact on the quality of my day-to-day life than the Hampton-Calhoun lane project.</p> <p>I commute by bicycle every weekday from the Wales Garden neighborhood to an office on the corner of Sumter and Calhoun, and I hope you'll move forward with the project.</p>
23	<p>I am writing to you in support of the Calhoun Street bike lane project. I canvassed businesses for about 5 hours informing them of the public meeting and discussing the bike lane with them. The only negative comments I received are addressable. The eye clinic (Calhoun) said people leave with blurry vision and Northwestern Mutual (Bull/Richland) said people run the red light and accidents happen. I noticed there are no cross walks nor is there a cross light to assist walkers crossing Richland at Bull on either side of the street. Everyone else was very positive.</p>

<p>24</p>	<p>To Whom It May Concern:</p> <p>While I am a not a Richland resident, living just over the Gervais Bridge in West Columbia, the city of Columbia is an exciting place that my family loves to frequent. While we certainly enjoy the ever growing trails and paths for walking and biking within Richland county, we also bike on surface roads to Main Street to enjoy Soda City, to the Richland Library for meetings and story times, and we often bike to the state house for events. I bike over to Harden for pet supplies, and to Huger Publix for groceries. Having a safer access thru Hampton and Calhoun thru a "road diet" would be great, and could extend so many people's access to safe biking.</p> <p>For most of the year, minus the coldest of winter and the hottest of summer, our area is great for bikes. Everyone knows that parking is in short supply on downtown streets, and the cars don't go much faster than the average bike in the traffic downtown. Having more access for alternate modes of transportation, including bikes, ebikes, pedestrian paths, and in general making our area feel user friendly and welcoming is nothing but a good thing. Encouraging more drivers to find one of the many garages, or even ditching the car and riding a bike, or take the bus are all things that can help tremendously with the congestion people incur downtown on a regular basis.</p> <p>Thank you for considering the various modes of transportation and their access to the roads to help continue towards progress within Richland County.</p>
<p>25</p>	<p>Good Evening, Columbia needs well designed and safe bike lanes. Please include bike lanes downtown in any future infrastructure upgrades downtown. the city would benefit greatly form lanes in the Calhoun and Hampton street area.</p>
<p>26</p>	<p>I strongly support the changes proposed that will implement bike lanes on Calhoun and Hampton. Please add bike lanes for as much of the distance as possible, rather than sharrows where this is an option. Separated bike lanes give much safer travel for cyclists than sharrows. I encourage the county to over-communicate this change in the area to avoid the backtracking that was done on Farrow Road earlier. Cyclists deserve safe roads, and this will give two important routes connecting downtown to Harden.</p> <p>I'm a cyclist living in Rosewood and am encouraged to see more safe biking routes in town.</p>
<p>27</p>	<p>Hello,</p> <p>I was just made aware of the public meeting on June 28, 2018 which covered in part the proposed bike lane improvements for Hampton and Calhoun streets. My wife and I would like to be on record as being very much in favor of using some of the money already collected from the penny tax for these bike lanes. The proposed design looked very good from what we saw in the report.</p> <p>We are bicycle enthusiasts and enjoy riding on city trails and bike lanes, so please consider moving this project forward this year if at all possible. If you can keep us up to date on this matter somehow, perhaps even via an email list, we would greatly appreciate it.</p> <p>Thank you.</p>
<p>28</p>	<p>Hi,</p>

	<p>I am writing in favor of the proposed road diet on Calhoun and Hampton street, and especially the increased bike infrastructure. I regularly ride my bike on these streets and feel it would greatly benefit the safety of both bikes, pedestrians, and cars.</p> <p>Thanks,</p>
29	<p>Hello,</p> <p>I just wanted to write and let you know of my support for the proposed road diet on Hampton and Calhoun streets. As a current resident of downtown Columbia this will be a step forward in creating transportation equity for residents throughout the downtown area and throughout the city. As a former resident of Madison, WI (one who couldn't afford a car at the time), the bike lane infrastructure and bike culture of that city was invaluable in allowing me to safely travel throughout downtown and access all needed parts of the city without having to have a car. I would love to see Columbia get to that point in the near future, and I believe that with improvements such as bike lanes, trails, and education, we can. I urge you to move this project forward, and to continue supporting projects such as these for residents.</p> <p>Thanks</p>
30	<p>To all,</p> <p>This is a vote of support for moving forward on Calhoun and Hampton bike projects.</p> <p>I love biking in Columbia. I live downtown, work at Palmetto Health / USC in internal medicine, and bike to work as well. Moving these biking infrastructure projects forward is hugely important for many reasons - biking safety, reduce traffic, QOL, recruitment of residents, business opportunities, etc. I travel frequently and see other communities well ahead of us. I hope we can catch up!</p> <p>I serve in multiple capacities within the Palmetto Health ecosystem as well as on the city's committee Climate Protection Action Committee. Happy to collaborate in any way in the future.</p> <p>Thanks,</p>
31	<p>Hello,</p> <p>As a resident of downtown Columbia, I am writing to express my approval of the plan for bike infrastructure on Hampton and Calhoun. I both drive and ride my bike, and I think this plan is a great compromise between improving bicycling safety and still being convenient for drivers as well.</p> <p>I do highly encourage you to make sure to publicize the changes widely to avoid confusion and frustration on the part of drivers and to let cyclists know of these changes so they may utilize the lanes when planning their routes around town.</p> <p>Thank you!</p>
32	<p>Dear Richland Penny,</p> <p>I'm writing to express my support for the plan to add bike lanes to Calhoun and Hampton Streets. As a resident of downtown and a local cyclist, I think this is a much-needed improvement to Columbia's infrastructure. Thanks so much for seeing it to fruition.</p>

	Best,
33	<p>To whom it may concern,</p> <p>I travel Hampton Street five days a week to work and am highly in favor of adding protected bike lanes.</p> <p>Kindest regards,</p>
34	<p>I am in favor of putting bicycle lanes all over the Midlands, as vehicle traffic is not an option for all of our citizens. As a combat veteran who was stationed in Europe for four years, I have seen firsthand the benefits of innovative and progressive infrastructure. It improves employment, reduces accidents, and offers better opportunities for success. Transportation is a crucial factor in producing successful communities, and providing that access opens a floodgate.</p> <p>I likewise understand that education to the public is vital to its success, and there are a plethora of local resources, organizations and daily commuters who can provide that information. As a avid cyclist who totes my one year old in tandem, I understand the challenges involved in safety. Please feel free to contact me with any questions about how to grow our city, county, state and nation into a global transportation leader.</p>
35	<p>I went to the recent Calhoun Street road diet update meeting. I took one of the images from the website and modified it for what I believe is a plausible better alternative to 48' blocks there and around the city.</p> <p>This design:</p> <ul style="list-style-type: none"> • Separates bike lane from traffic with parking for more protection • still increases car lane width from existing, but narrows it from proposed to help reduce car speeds • allows the block to keep about 40% of parking • maintains a left turn lane • provides an additional 8' zone that could be used for a variety of uses (e.g. rain swales, bike/scooter parking, parking payment kiosks, BlueBike stations, public art, etc.) <p>The concept of the travel lane turning into a left turn lane and straight/right lane drifting to the right into what was parking space earlier in the block (no idea the technical term) is already in use in the city elsewhere (e.g. Pendleton Street between Marion and Sumter) and seems to work well.</p>
36	<p>Hi there,</p> <p>I am emailing because I saw the proposed bike lanes on Hampton and Calhoun and am really excited about the possibility of those being put in. I regularly bike along those streets and having a protected bike lane would make me feel much safer and more comfortable.</p> <p>Thank you for your time and consideration.</p> <p>Warm regards,</p>
37	<p>Hello,</p> <p>My name is Jonathan and I absolutely support the Calhoun St road diet. Columbia needs to be proactive in redesigning its streets in a smart way with the future in mind. Columbia's roads are hazardous, obsolete and</p>

	<p>need to better accommodate for busses, cyclists and pedestrians. Unless Columbia wishes to convey a lack of economic power, livability, and adaptability we NEED to do better.</p> <p>As deadly as it is (especially in South Carolina), I primarily get around by bicycle. I will continue to do so, at all costs, including my life. However, other South Carolinians deserve to be free of this burden. Therefore it is imperative South Carolina learns from the outside world, unless it wishes to be isolated and left behind.</p> <p>Thank You.</p>
38	<p>I absolutely support the placement of bike lanes as an improvement to Hampton and Calhoun St. Bike lanes are significantly more important than parking spots, especially because the ones on Hampton and Calhoun often remain empty! This often empty space would better serve the community if properly utilized.</p> <p>This would help Columbia become economically attractive to the rest of the country and world, where the bicycle is a common and affordable mode of transportation.</p>
39	<p>I say yes to bike lanes on Hampton and Calhoun</p>
40	<p>To Whom it May Concern,</p> <p>My bicycle is my sole mode of transportation. Making the shoulders of Shop Road wider or even better, into bike lanes, would help make what is a life-threatening trip for myself and other travelers safe. I still risk my life and ride my bicycle on Shop road to make the journey. I will continue to do so as long as I live here, and as long as I have friends and family to visit. 2 foot wide shoulders is not enough.</p> <p>Adding bike lanes or generous shoulders would connect Southern Richland county to Downtown. That's what this is about. This is about more livable communities for future generations, improving our public spaces for more face to face interaction. This is about a low-income person riding or walking to work to have a shot at a better life for themselves and their children.</p> <p>Improving infrastructure and livability is a non-partisan issue for a better future, and many people want to be able to enjoy their neighborhoods like they could back in the day. Outside, enjoying other people, nature, supporting nearby local business and not trapped in a car in traffic slowly resembling a busy city's.</p> <p>Thank you for your time.</p>
41	<p>Hi there,</p> <p>I absolutely support the implementation of bike lanes along Hampton and Calhoun st. I also support bike lanes wherever they may and should be placed.</p> <p>Hopeful,</p>
42	<p>Dear Mayor Benjamin:</p> <p>My law partner Bo Willard and I are the owners of 1002 Calhoun Street, LLC which owns the building and property on the southeast corner of Park and Calhoun Streets. We operate our law firm, Montgomery Willard, LLC on the premises. As a longtime Calhoun Street property owner and operator of a business on the street, traffic and the proposed diet plan are of great concern relating to me. As you are well aware, the property owners in this area already deal with many problems relating to the unaddressed homeless problem with in the City. We believe that the proposed diet plan, will not improve traffic, parking or any other issue</p>

that we are experiencing. To the contrary, it is my view that this proposal will have negative impacts and is an effort to address a non-existent problem. The potential new problems include but are not limited to:

- The reduction in lanes crossing Assembly will cause more of a traffic backup on Calhoun
- Reduced parking will make it more difficult to access businesses.
- Safety of bikers crossing Assembly, which is a high accident intersection.
- Daily UPS, FedEx, USPS, and other delivery services will use the bike lane causing bikers to weave in and out of traffic.
- The final plan has significant “share the road” requirements (no bike lane for much of Calhoun Street) confusing the public and cyclists as to where bike lanes are available.

Along with these presented problems, very few bikers are currently riding in this area. There are weeks where we don't observe a single cyclist on the street. When we do see cyclist, they are generally traversing Park Street and not Calhoun. I do not believe that the proposed plan will be an efficient use of tax monies and from our vantage point, it will create new problems in an effort to solve a nonexistent problem. We believe that it may have a negative impact on property values and that tax monies would serve our neighborhood better if they were used to address the homeless crises and support the COMET. Please allow this letter to express my opposition to the plan and that of my partner and employees as well. I would respectfully request that you and members of the council consider the opinions of the property owners and businesses in the area. I understand that opposition to this plan is practically universal. If you have any questions about my concerns, please do not hesitate to contact me. I am copying all members of council so that each is aware of my opposition. Thanks to you and each of the members of City Council for your service, work and consideration. I understand and appreciate the time and commitment that you spend of these crucial issues.



TRANSPORTATION PROGRAM

Richland County Transportation Program

Road Diet Concept Report

Calhoun Street (Wayne St to Harden St)



May 2018

I. Executive Summary

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$300,991,000 is dedicated to Transit with the remaining \$769,009,000 dedicated to the categories of Administration, Bike/Ped/Greenway, and Roadway. Of the \$80,883,356 designated for Bike/Ped/Greenway, \$22,008,775 was allotted for the development of bikeway projects throughout the County to enhance recreation and provide alternative modes of transportation.

A total of 87 bikeway projects were included in the referendum. These have been identified and categorized into four groups for development - 8 Shared-Use Paths; 39 Bike Lanes; 26 Signs and Sharrows Routes; and 14 Widening projects. Two of the Shared-Use Paths are currently being constructed. The Richland Program Development Team (PDT) is coordinating implementation of the 29 Signs and Sharrows routes with the City and SCDOT. Ten of the 14 bikeways included in the Widening projects are either in construction or are being designed. The remaining 4 Widening projects are scheduled to begin design in late 2018.

The 39 Bike Lanes group includes methods of development that involve Road Diet studies and opportunities for Re-Striping. Within the 39 Bike Lanes group, 5 are completed; 2 are under construction; 7 are in design; 17 are considered for restriping; and, 2 may be deleted due to safety concerns – for a total of 33 projects.

This report focuses on one of the remaining 6 that are scheduled for studies as Road Diets, Calhoun Street from Wayne Street to Harden Street. The PDT has developed this report through discussions with the City to coordinate a road diet plan that meets generally accepted requirements for bike lanes. The information in this report includes requirements for city bike lanes, existing conditions, and alternates for striping to accommodate bike lanes.

It is recommended that a sharrow be used for the 33' sections of Calhoun (from Wayne to Lincoln and from Pickens to Harden) with no other changes to parking or lane widths. A sharrow route shows cyclist a preferred route and informs motorist to share the road with cyclist. For the 48' sections of Calhoun (from Lincoln to Assembly and from Sumter to Pickens), it is recommended that the four through lanes be reduced to three lanes (one lane in each direction with a center lane for left turns) and remove parking along the north side of Calhoun to provide bike lanes in both directions. Along the 62' sections of Calhoun (Assembly to Sumter), the lane widths will be reduced to 11.5'/12' lanes and parking removed from the north side to allow for bike lanes in both directions. The above roadway widths do not include the width of gutter. Details of the above recommendations are provided in Section IV, Alternate 1 of this report.

II. Requirements for City Bike lanes

Per National Association of City Transportation Officials (NACTO)

The desirable bike lane width adjacent to curb face is 6 feet with a minimum width of 3 feet. When placed adjacent to a parking lane, the desirable reach from the curb face to the edge of the bike lane (including the parking lane, bike lane and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at least 5 feet wide unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width. A solid white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane. Most jurisdictions use a 6 to 8 inch line.

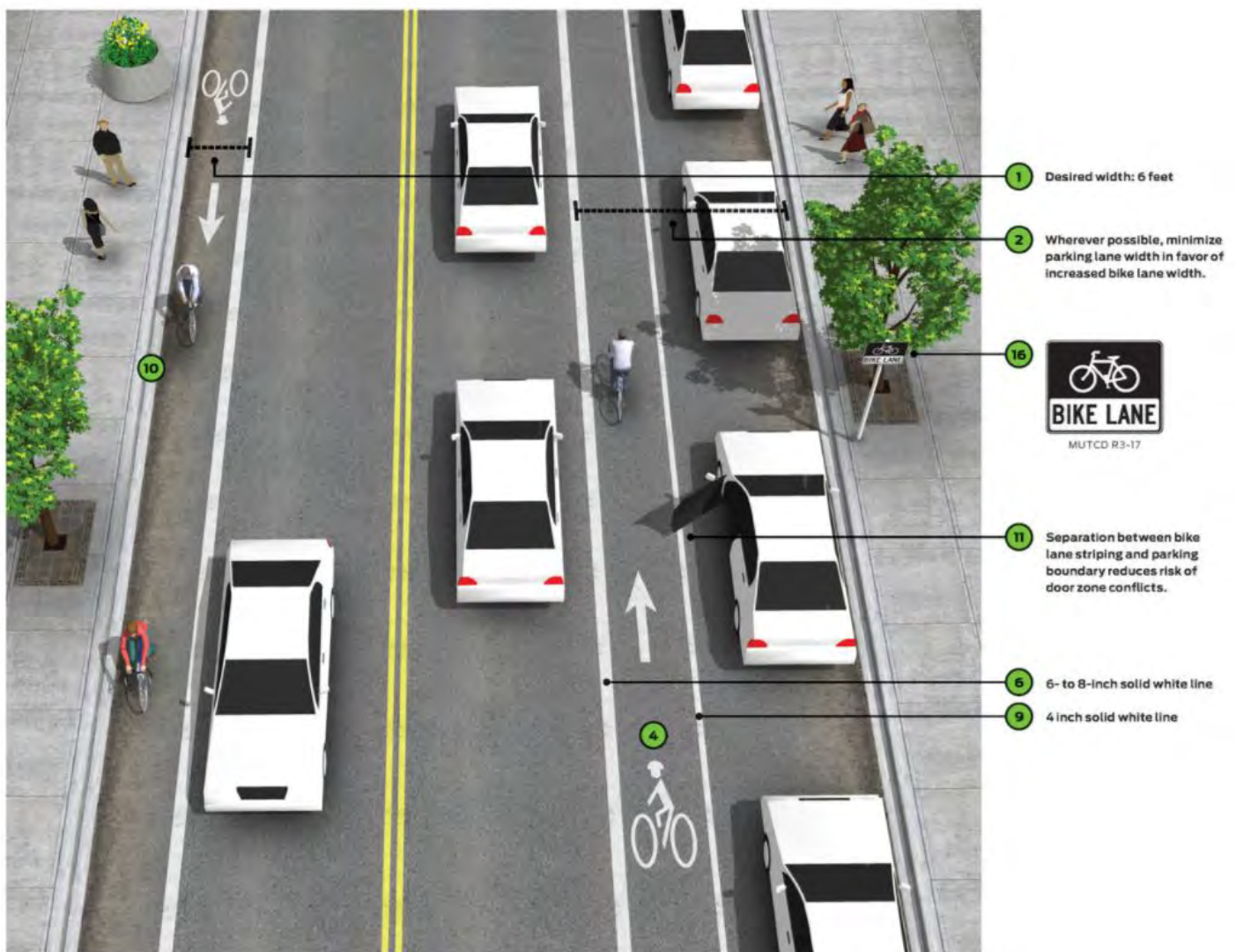


Photo courtesy of NACTO Urban Design Guide.

When placed adjacent to parking, a solid white line marking of 4-inch width should be used between the parking lane and the bike lane to minimize encroachment of parked cars into the bike lane. Gutter seams, drainage inlets, and utility covers should be flush with the ground and oriented to prevent conflicts with bicycle tires. Lane striping should be dashed through high traffic merging areas. The desirable dimensions should be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions. In cities where local vehicle codes require motor vehicles to merge into the bike lane in advance of a turn movement, lane striping should be dashed from 50 to 200 feet in advance of intersections to the intersection. Different states have varying requirements. “Bike Lane” signs (MUTCD R3-17) may be located prior to the beginning of a marked bike lane to designate that portion of the street for preferential use by bicyclists. The 2009 Manual on Uniform Traffic Control Devices (MUTCD) lists bike lane signs as optional; however, some states still require their use. On bike lanes adjacent to a curb, “No Parking” signs (MUTCD R8-3) may be used to discourage parking with the bike lane.

The recommendations in the report also reflect requirements of Cleveland Complete and Green Streets Typology Manual, Raleigh Street Design Manual, Charlotte Urban Street Design Guidelines and other related development standards.

III. Existing Conditions

Calhoun from Wayne to Lincoln is 33’ wide with two travel lanes and 6’ parking along on both sides (excluding gutter). Per SCDOT, this section has a low amount of traffic demand compared to the rest of the route with only 950 cars traveled per day counted at the Wayne and Calhoun intersection. The only available Average Daily Traffic Counts available on Calhoun are at the Wayne and Henderson intersections. The intersection of Wayne and Calhoun is also in close proximity to the Lincoln Tunnel Greenway providing opportunity for connectivity.

Calhoun from Lincoln to Assembly is 48’ wide with two 18’ travel lanes and 6’ parking on both sides of the road (excluding gutter).

Calhoun from Assembly to Sumter is 62’ wide with four 12’/13’ through lanes and 6’ parking both sides (excluding gutter). The current lane widths for this section have sufficient width to safely accommodate traffic.

Calhoun from Sumter to Pickens, is also 48’ wide but has four 10’ to 14’ travel lanes and only 3 parking spots on the north side. Due to the narrow travel lanes along Calhoun from Sumter to Pickens, it is uncommon that two vehicles travel in the same direction without one vehicle traveling a full vehicle length behind the other due to the potential, or driver concern, that side-swipe accidents may occur. Additionally, vehicles traveling in the outside lane often encroach into the inside lane out of concern for the proximity of parked vehicles. The narrow lane widths results in this section of Calhoun effectively functioning as a 3-lane roadway (1 travel lane in each direction and a continuous two-way left turn lane).

Calhoun from Pickens to Barnwell is 33' wide with one 13' and one 20' travel lane and no metered parking but unmarked parking does exist (excluding gutter). The unmarked parking is only on the south side and used for by residents occupying the nearby houses.

Calhoun from Barnwell to Harden is 33' wide with two 11' travel lanes and a two-way left turn lane (excluding gutter). The three lanes at 11' each take up all of the road width and leave no room for parking. The end of this route will connect to the Harden Street bike lane and provide connectivity. See the appendix for pavement marking details of the above.

Calhoun Parking Limits / Widths	North			South		
	Metered	Handicap	Other	Metered	Handicap	Other
Wayne-Gadsden (33')	0	0	8 (2Hr Park)	0	0	10 (2 Hr Park)
Gadsden-Lincoln (33')	8	0	0	12	0	0
Lincoln-Park (48')	9	1	0	2	0	10 (FED)
Park-Assembly (48')	8	0	0	8	0	0
Assembly-Main (62')	2	0	0	12	0	0
Main-Sumter (62')	11	0	0	12	0	0
Sumter-Marion (48')	0	0	0	0	0	0
Marion-Bull (48')	0	1	2 (No meter)	0	0	0
Bull-Pickens (48')	0	0	0	0	0	0
Pickens-Henderson (33')	0	0	0	0	0	0
Henderson-Barnwell (33')	0	0	0	0	0	0
Barnwell-Gregg (33')	0	0	0	0	0	0
Gregg-Harden (33')	0	0	0	0	0	0
Total	38	2	0	46	0	0

*Alternate 1 recommendation removes parking from Lincoln to Sumter totaling 30 spots removed.

Speed Limit: 35 MPH

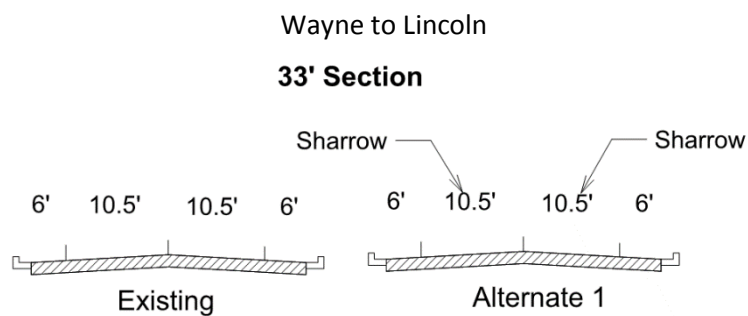
Average Daily Traffic: 950 (Calhoun Wayne Intersection) -6600 (Calhoun Henderson Intersection)

IV. Recommendation for Calhoun St.

In discussions with the City on parking removal and bike lane implementation, the conclusion was that removing parking on the same side for the entire route would be the safest and easiest for travel since it will prevent lane shifts at intersections. The City and PDT agreed that the north side parking would be more desirable to remove due to existing businesses on the south side.

Alternate 1

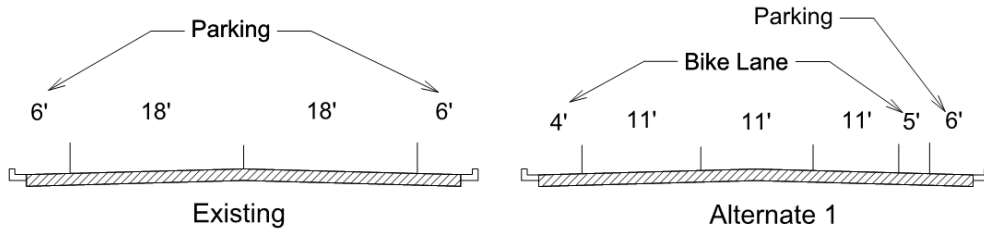
The section of **Calhoun from Wayne to Lincoln** is 33' wide (plus 1' of gutter on each side) with 2 travel lanes and parking on both sides. Through discussions with the City, it was determined that the only feasible way to accommodate bikes in this section of Calhoun was a sharrow. This is due to local businesses and federal parking. Sharrow symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun.



The section of **Calhoun from Lincoln to Assembly** is 48' wide (plus 1' of gutter on each side) with 2 travel lanes and parking on both sides. It is recommended that a two way left turn lane be added to create three lanes (a through lane in each direction with a median for left turns) and parking be removed from the north side of Calhoun to accommodate the bike lanes in both directions. This scenario would provide dedicated bike lanes in each direction and increased lane widths with no anticipated decrease in traffic capacity. The loss of these spaces would require additional parking spaces, but available parking spaces are located generally within 1-3 blocks on either side of Calhoun. Refer to the typical 48' sections below for existing and alternate lane configurations.

Lincoln to Assembly

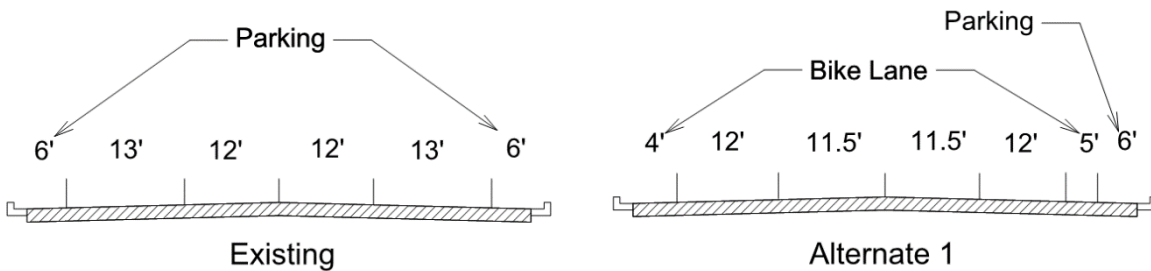
48' Section



For the 62' section of **Calhoun from Assembly to Sumter** which has four travel lanes and parking on both sides, it is recommended that parking be removed from the north side of Calhoun with reduced lane widths to allow for bike lanes in both directions. It is not recommended to remove a lane for this section because there is already enough existing width to restripe for a bike lane and four lanes will help support a higher volume of traffic. Refer to the typical 62' sections below for existing and alternate lane configurations:

Assembly to Sumter

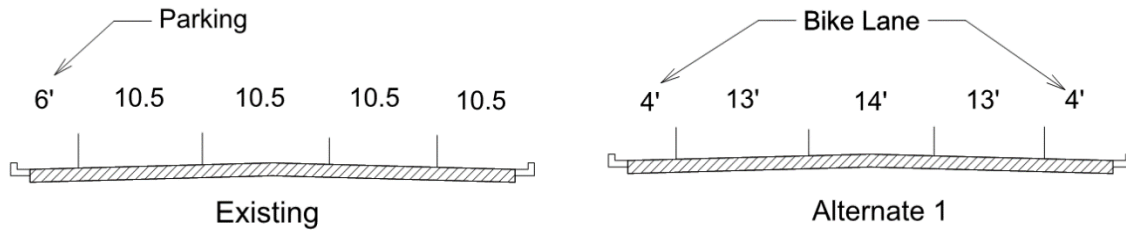
62' Section



The section of **Calhoun from Sumter to Pickens** is 48' wide (plus 1' of gutter on each side) with 4 travel lanes and parking on the north side. It is recommended the four lanes be reduced to three lanes (a through lane in each direction with a median for left turns) and parking be removed from the north side of Calhoun to accommodate the bike lanes in both directions. This scenario would provide dedicated bike lanes in each direction and increased lane widths with no anticipated decrease in traffic capacity. The loss of these spaces would require additional parking spaces, but available parking spaces are located generally within 1-3 blocks on either side of Calhoun:

Sumter to Pickens

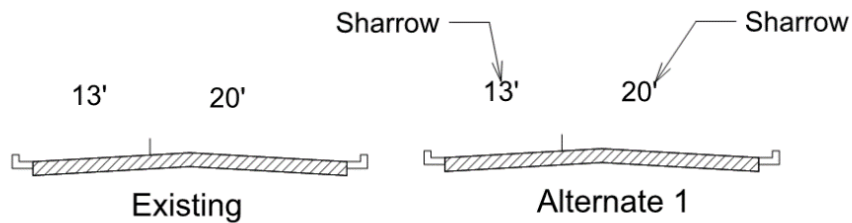
48' Section



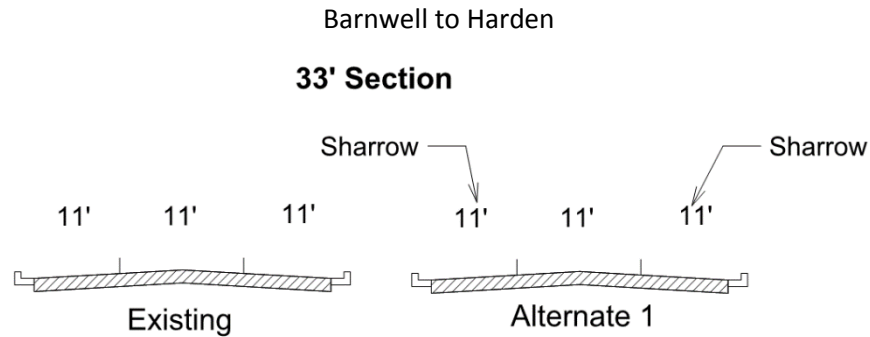
The section of **Calhoun from Pickens to Barnwell** is 33' wide (plus 1' of gutter on each side) with 2 travel lanes and on street but unmetered parking on the south side. Through discussions with the City, it was determined that the best way to accommodate bikes in this section of Calhoun was a sharrow which will allow for the unmarked parking to remain. Sharrow symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun:

Pickens to Barnwell

33' Section



The section of **Calhoun from Barnwell to Harden** is 33' wide (plus 1' of gutter on each side) with two 11' travel lanes and an 11' median travel lane. Through discussions with the City, it was determined that the only feasible way to accommodate bikes in this section of Calhoun was a sharrow. This was due to the existing median, lack of available width and anticipated traffic increase due to new development. Sharrows symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun:

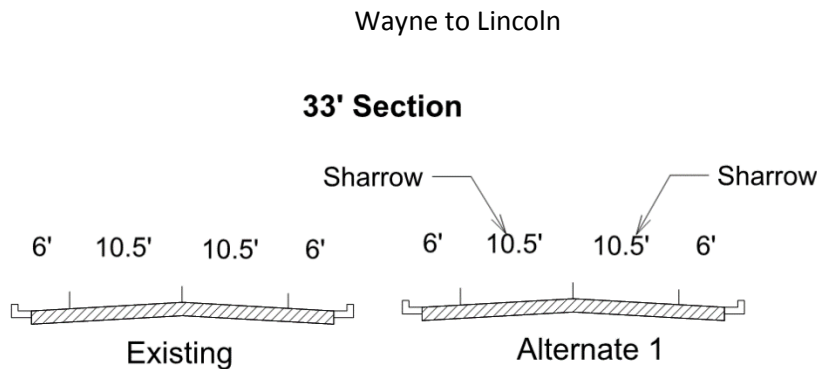


A total of 30 metered parking spaces would need to be removed with this alternate.

Alternate 2 (Remove Parking on Both Sides)

Removal of parking on both sides of Calhoun from Lincoln to Pickens would not be a recommended option as this would result in the removal of 64 spaces or 34 more spaces as compared to Alternate 1. Additionally, the increased lane widths, compared to Alternate 1, would not substantially contribute to either reduced accidents or traffic capacity.

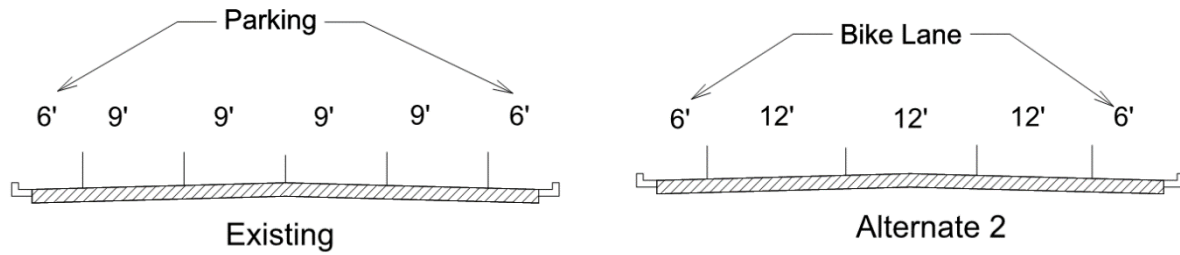
There is no recommendation for a second alternate for the 33' section of Calhoun from Wayne to Lincoln nor Pickens to Harden due to the narrow width:



Calhoun from Lincoln to Assembly would remove 27 metered parking spots, 10 more than removing just the north side. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

Lincoln to Assembly

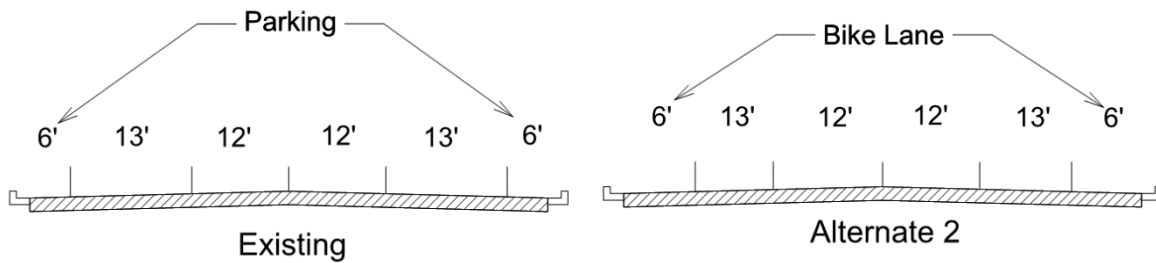
48' Section



Calhoun from Assembly to Sumter would remove 37 metered parking spots, 24 more than removing just the north side. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

Assembly to Sumter

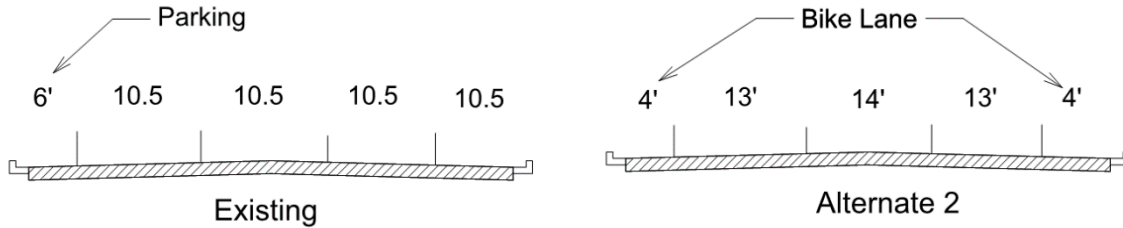
62' Section



Calhoun from Sumter to Pickens would not remove any more parking since there is no parking on the south side therefore there is no recommended alternate. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

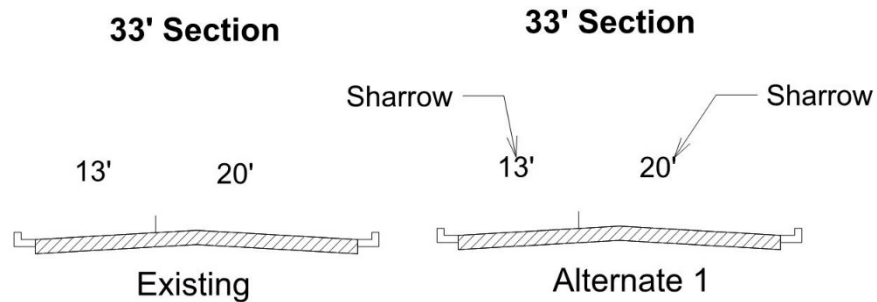
Sumter to Pickens

48' Section



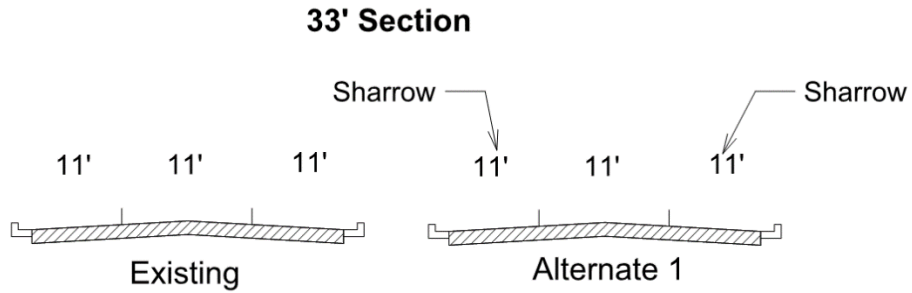
There is no recommendation for a second alternate for the 33' section from **Pickens to Barnwell** due to the narrow road width.

Pickens to Barnwell



There is no recommendation for a second alternate for the 33' section from **Barnwell to Harden** due to the narrow road width.

Barnwell to Harden



It is therefore recommended that Alternate 1 be implemented.

NOTE: See the appendix for existing striping along Calhoun Wayne to Harden.

February 4, 2019

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 350 employee's year to date and will have over 450 employees by the time we start-up early next year. We appreciate the investment in the infrastructure like the shop road extension that will service our facility.

We have currently submitted an encroachment permit application and the turn lane permit application through DOT and awaiting their approval. Once approved, the additional turn lane, will take us (2) two months for us to construct, with an estimated completion date of March 31st.

We understand that the current deadline for opening the Shop Road extension is now March 1st, 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. Since we understand delaying the opening will result in additional inspector & administration cost for the county, we will up to \$30,000 (this is the county's estimated cost for inspector & administration cost) to delay the opening until 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 significantly impact others.

Ray Wierzbowski

Jushi, VP of Operations

