

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Thursday, AUGUST 01, 2019

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

August 01, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
 - a.
2. **INVOCATION** The Honorable Calvin "Chip" Jackson
3. **PLEDGE OF ALLEGIANCE** The Honorable Calvin "Chip" Jackson
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Special Called Meeting: July 9, 2019 [PAGES 12-31]
 - b. Special Called Meeting: July 23, 2019 [PAGES 32-33]
 - c. Zoning Public Hearing: July 23, 2019 [PAGES 34-37]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. State Election Commission MOU
7. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZENS' INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. REMINDER: Institute of Government Classes and Annual SCAC Conference, August 3 - 7

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Internal Auditor Position
- b. SC Department of Revenue Letter

12. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 19-002MA
Sukhjinder Singh
RU to NC (2.9 Acres)
3500 Hardscrabble Road
TMS # R20100-04-08 [THIRD READING] [PAGES 38-39]
- b. 19-011MA
Ki O. Kwon
RU to OI (4.61 Acres)
4026 Hardscrabble Road
TMS # R20100-02-46 [THIRD READING] [PAGES 40-41]
- c. 19-014MA
Margaret Chichester
RU to RC (2.2 Acres)
2869 Congaree Road
TMS # R32404-01-01 (Portion) [THIRD READING] [PAGES 42-43]
- d. 19-017MA
Kevin E. Wimberly
RS-MD to RM-MD (37.12 Acres)
Rabon Road
TMS # R17213-05-37 [THIRD READING] [PAGES 44-45]
- e. 19-018MA
Jervonta Walker
OI to GC (.4 Acres)
1606 Horseshoe Drive
TMS # R17011-02-16 [THIRD READING] [PAGES 46-47]
- f. 19-020MA

James M. McKenzie
RU/RU to GC (3.78 Acres)
245 Killian Road
TMS # R14781-01-34 & 54 [THIRD READING] [PAGES 48-49]

- g.** 19-021MA
David B. Grant
M-1 to HI (5.02 Acres)
1200 Atlas Way
TMS # R16200-01-08 [THIRD READING] [PAGES 50-51]
- h.** An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article III, Procedures for Construction of Water and Sewer Lines; Division 2, Sewer Construction; Section 24-28, Construction of Facilities within feasible reach of a planned portion of a public sewer interceptor; so add language regarding the Broad River Basin [SECOND READING] [PAGES 52-53]
- i.** An Ordinance Authorizing Quit Claim Deeds to Paul D. Riley and South Carolina Real Estate Management and Development Corporation for parcels of land located in Richland County, known as the Olympia Alleyways; specifically the land abutting and between TMS #08816-10 (406 Florida Street) and TMS #08816-05-11 (402 Florida Street) [SECOND READING] [PAGES 54-58]
- j.** An Ordinance Amending the Fiscal Year 2020 Road Maintenance Special Revenue Fund Annual Budget by \$500,000.00 to cover expenses from the Department of Public Works' Pavement Preservation Program with funds from the Road Maintenance Special Revenue Fund Balance [SECOND READING] [PAGES 59-60]
- k.** 19-026MA
Paul Elias
M-1 to HI (15 Acres)
1700 Longwood Road
TMS # R16100-02-02, 16 (Portion) & 21 (Portion)
[SECOND READING] [PAGES 61-62]
- l.** 19-029MA
John Sells
OI to RS-MD (.6 Acres)
1323 Means Avenue
TMS # R07307-05-07 [SECOND READING] [PAGES 63-64]
- m.** 19-030MA
Madison Pickrel
RU to RS-LD (65.41 Acres)
TMS # R20400-01-05, 06, 07, 08, 14 & 15 [SECOND READING] [PAGES 65-66]

- n. 19-031MA
Mildred B. Taylor
M-1 to RS-MD (7.21 Acres)
1216 Killian Loop
TMS # R14700-06-05 & R14781-04-15 [SECOND
READING] [PAGES 67-68]
- o. I move, to further address blight and nuisances in Richland County, that we instruct the County’s lobbyists and legislative affairs personnel, in conjunction with the South Carolina Association of Counties, to request two changes to State law as follows: First, to allow counties to regulate hotels, restaurants, cafes and lunch counters to provide for public health, comfort and convenience, in the same manner as State law already allows municipalities to so regulate, pursuant to Title 45, Chapter 3 of the South Carolina Code of Laws, and; Second, to allow counties to “provide by ordinance that the owner of any lot or property” in the county shall keep such lot or property clean and free of rubbish, debris and other unhealthy and unsightly material or conditions which constitute a public nuisance, and to give counties the same authority municipalities already have in this area pursuant South Carolina Code of Laws Section 5-7-80 as amended, which has been a right of municipalities since at least the 1962 Code of Laws Supporting Information: County Council has recently passed a Public Nuisance ordinance and a “Health Massage, Body Work Therapists and Massage Establishment” to address the negative secondary effects associated with businesses that fail to comply with County ordinances and that put the public in danger based on illegal and nuisance activities. This a significant step to address the issue of blight in our community, which is a tangible success in one of the core objectives of the Richland Renaissance initiative.
[MANNING] [PAGES 69-71]
- p. I move that Richland County provide the approval to transfer the ownership interest related to the garbage collection from Capital Waste Services LLC (Currently operating in Areas 5a and 3) owned by Hawk Capital Partners selling its equity to the newly formed entity controlled by Kinderhook Industries. (Please understand the motion is conceptual by the maker, not technical legal terms as to structure.) [MANNING] [PAGES 72-85]
- q. The COMET Interest Payments [TO DENY] [PAGES 86-90]
- r. Fund Balance for inside and outside departments/agencies receiving funds from Richland County should not exceed

a certain percentage of their operating budget. This is required to address this matter and determine what reasonable percentage that should be [MALINOWSKI] [PAGES 91-95]

- s. Town of Eastover Inspections IGA [PAGES 96-103]

13. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 19-015MA
David Parr
RU to RS-MD (14.79 Acres)
Golden Rod Court
TMS # R12800-01-23 [PAGES 104-105]

14. SECOND READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Creating Chapter 18, Offenses; Section 18-7, Regulations and Requirements relating to the use of single-use plastic bags; so as to establish regulations and requirements relating to single-use plastic bags [PAGES 106-119]
- b. Providing for an installment plan of Finance for certain economic development projects; identifying, authorizing and pledging certain sources of revenue expected to be used by the County to make installment payments, including the proceeds of General Obligation Bonds, in one or more series, tax-exempt or taxable, in an amount not exceeding the County's constitutional bonded debt limit; authorizing the commitment of certain County assets to the installment plan of finance; and other related matters [PAGES 120-200]

The Honorable Joyce Dickerson

15. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-18 related to payment of fees and service charges by tax exempt entities [PAGES 201-202]
- b. Columbia Housing Authority Vehicle Donation [PAGES 203-206]
- c. South Edisto Project Funding: Use of CDBG funds [PAGES 207-260]
- d. Richland County Recreation Commission – Reprogramming of funds for Allen-Benedict Court Residents [TO DENY] [PAGES 261-265]
- e. Solid Waste Rate Study [PAGES 266-281]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits; and other related matters [FIRST READING] [PAGES 282-301]

17. REPORT OF THE RULES AND APPOINTMENTS AD HOC COMMITTEE

- a. I. NOTIFICATION OF APPOINTMENTS:
 - 1. Township Auditorium Board - Two (2) Vacancies
 - a. Andrew N. Theodore [PAGES 302-303]
 - b. Abigail R. Rogers [PAGES 304-306]
 - c. Harold Ward [PAGES 307-308]

18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. ITEMS FOR ACTION:
 - 1. Approval of Letters of Recommendation to Award Bid:
 - a. Resurfacing Package Q [PAGES 309-320]
 - b. North Springs/Harrington Intersection [PAGES 321-340]
 - 2. Approval to Increase Construction Contingency Amount:
 - a. Koon/Fairview Sidwalk Project (10%) [PAGE 341]
 - b. Magnolia/Schoolhouse Road Project (10%) [PAGE 341]
 - 3. Approval of Penny Project Features Inside SCDOT Right of Way [PAGES 342-350]
 - 4. Approval of moving forward with 50 of the 56 Sidwalk projects in the Ordinance Referendum [PAGES 351-352]

19. OTHER ITEMS

The Honorable Paul Livingston

a. Residential Utilities Assistance Program [PAGES 353-362]

b. Ashwood Drive Maintenance [PAGES 363-389]

20. EXECUTIVE SESSION

Larry Smith,
County Attorney

21. MOTION PERIOD

a. A Resolution Honoring Judge Mel Maurer on the occasion of his retirement from Richland County

The Honorable Joyce Dickerson

22. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council

SPECIAL CALLED MEETING
July 9, 2019 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: John Thompson, Michelle Onley, Ashiya Myers, Cathy Rawls, Larry Smith, Michael Niermeier, Eden Logan, Nathaniel Miller, Casey White, Beverly Harris, Angela Weathersby, Art Braswell, Ismail Ozbek, Allison Stone, Clayton Voignier, Alonzo Smith, Chris Eversmann, Mohammed Al-Tofan, Synithia Williams, Tiffany Harrison, James Hayes, Jeff Ruble, Janet Claggett, Stacey Hamm and Shahid Khan

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:14 PM.
2. **INVOCATION** – The invocation was led by the Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: June 18, 2019** – Ms. Myers and Mr. Malinowski stated there were Scrivener’s errors in the minutes, which they will provide to the Clerk’s Office.

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as corrected.

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

Opposed: Manning

Present but Not Voting: Kennedy

The vote was in favor.
 - b. **Zoning Public Hearing: June 25, 2019** – Ms. Myers moved, seconded by Mr. Jackson, to approve the minutes as distributed.

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

The vote in favor was unanimous.
5. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

Mr. Jackson stated the Holt contract that was discussed at the Transportation Ad Hoc Committee was not included in the agenda packet; therefore, instead of trying to add it to the agenda, by unanimous consent, it will be placed on the next available meeting agenda.

Mr. Livingston requested to add a discussion of Council's meeting schedule, in relation to the Attorney General's opinion, under the Report of the Chair.

Mr. Manning inquired if the action regarding the AG's opinion was reconsidered at the June 18th Council meeting, or was that officially done with the approval of the minutes tonight. He stated, if staff was taking action on something that we did not do reconsideration on, and we did not wait to the minutes were approved to be official, then that leaves him puzzled for the future about whether reconsideration in necessary or not.

Mr. Malinowski stated there was no reconsideration of the matter at the June 18th meeting.

Ms. Myers moved, seconded by Ms. Dickerson, to add "Council Meetings" under the Report of the Chair.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

6. **PRESENTATION OF PROCLAMATION**

- a. A Proclamation Honoring Director of Public Works Ismail Ozbek, PE on the occasion of his retirement from Richland County – Mr. Livingston and Mr. Malinowski presented a proclamation to Ismail Ozbek on the occasion of his retirement.

7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Blythewood Financing Plan
- b. SC Dept. of Revenue vs. Richland County Update
- c. Contractual Matter: Property Purchase
- d. State Election Commission Memorandum of Agreement
- e. Library Lease
- f. County Administrator
- g. Cherry Bekaert Letter

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

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

The vote in favor was unanimous.

Council went into Executive Session at approximately 6:21 PM and came out at approximately 6:33PM

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

The vote in favor was unanimous to come out of Executive Session.

Special Called Meeting

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- a. Blythewood Financing Plan – This item was taken up under the Report of Economic Development.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Paul Beasley spoke about an initiative to develop plans for a housing trust fund.

9. **CITIZENS' INPUT**

- b. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.

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

- a. Transportation Penny Program Transition Update – Mr. Niermeier gave a brief update on the transition of the Transportation Penny Program, which includes:

- Release of new OET contract, with additional services
- Additional staff
- New material testing services
- Staff augmentation contract

Mr. Malinowski inquired if the individuals being hired will become Richland County staff or will they be independent contractors.

Mr. Niermeier stated on certain solicitations, when he says 1099/independent contractors, that is someone who has qualified and we can hire to come in, and then they go away. On the staff augmentation side, they are contract support. For example, the right-of-way manager, would work in and under the direct supervision of the Transportation Department.

Mr. Malinowski inquired if the salary and benefits would come from Penny funds.

Mr. Niermeier responded in the affirmative.

Mr. Malinowski inquired if the individuals will be informed the positions are temporary.

Mr. Niermeier stated they will be given a contract just like the PDT.

Mr. Malinowski inquired what the dollar amount of these individuals will be compared to what we are paying with the PDT contract.

Mr. Niermeier stated, if you decompose the current salaries of the PDT, and you back out their wrap rate, they are paying a little bit more. We would pay more for a contract employee than we would pay for a County employee.

Mr. Malinowski inquired if these individuals will have to meet minimum qualifications.

Mr. Niermeier responded in the affirmative. There will be certifications, requirements and experience needed to be able to apply for the position(s).

Mr. Malinowski inquired as to who makes the decision on the hiring.

Mr. Niermeier stated they will write the statement of work for the contract, based on research and similar contracts. The recommendation will come from the department, and then will go through HR, Budget and Administration.

Ms. McBride stated, with these contractual positions, Mr. Niermeier would be the individual that would decide all the contracts.

Mr. Niermeier stated there is a couple ways of looking at this. You could go with a company that can provide all of these individuals, which he thinks will be difficult.

Ms. McBride inquired how the decision will be made.

Mr. Niermeier stated there would be a RFQ that goes. We would get the qualifications in, and then we would evaluate them. We would follow the procurement process.

Ms. McBride stated most of this dealt with hiring new staff, or contracting new staff. She stated one of the reasons her colleagues voted to transfer the Transportation Program in-house was because it was supposed to save money. She is concerned if we are saving any money by this transfer. Her other concern is this is an ambition plan. She inquired about how long it will take for Mr. Niermeier to implement the plan, given that we were without an Engineer for over a year, and how long that is going to prolong the work that needs to be done. She stated the citizens have paid their tax money to have this done, and they are waiting and nothing is being done.

Mr. Niermeier stated the contract for the PDT ends on November 2nd. They will be working until that time, as we transition. These contracts should be out by the end of July/beginning of August, so we can go through the procurement process. The contracts have to be awarded by October.

Ms. McBride noted the County paid the outstanding invoices to the contractor doing the work the on Magnolia/Schoolhouse Sidewalk Project, but construction has not resumed. She is concerned that we are talking about hiring more people and we are not paying the contractors, or the contractors we are paying are not doing the work, and the citizens are being hurt.

Mr. Niermeier stated the contractor will be back onsite on July 15th.

Mr. Livingston stated, back in February, when we got a document outlining the transition plan, we also received specific cost savings and cost estimates. He stated we were given an organizational chart. There are an awful lot of positions and things, we are talking about today, which were not included in that organizational chart. Those were some of the things he had questions about, at that particular time. For example, we are talking about Utility Coordinator, Program Analyst, Right-of-Way Coordinator, etc. He inquired as to where procurement, public engagement, website maintenance, mapping all fits in. He requested one document that outlines all of that so he can make a comparison.

Mr. Niermeier stated several attachments were not included in today's agenda packet, but will be presented to Council, at a later date.

Ms. Dickerson stated one of her concerns is whether Council will get a chance to look at these contracts. She does not know whether we should be approving these contracts even though they are going to go through Administration and Procurement.

Mr. Niermeier stated Council will have to approve any contracts awards.

Mr. Manning stated one of the questions he asked, when Council came out of Executive Session, was whether they were operating Council Memo 1-1 or Council Memo 2-1. The memos were not identical, but they were both referencing the same thing. It was never clarified then which of the two was the “plan”. He hopes, at some point, before we get a response to the “plan” that we can resolve whether 1-1 or 2-1 was the “plan”. Beyond that, he is concerned Council was provided a “light” version of the plan. The next Council meeting is scheduled for mid-September, and this is going into effective in October. He inquired about the wrap rate, since that was a significant variable with the funding.

Mr. Niermeier stated, with any contractor, there is a certain percentage of benefits that is paid for. For example, if he is getting paid \$1.00, you may have rate of \$0.25 that covers his health and dental, which is on top of the cost to hire the employee. With this type of contract, you are not going to be paying for the contractors’ headquarters, so it would be somewhat lower than what we currently have.

Mr. Manning stated one of the things we often do not factor into that is the cost of the upfitting, including the staff time, of the renovations to the Transportation Department’s new office space. He requested an accounting of the materials, staff time, staff salaries and their wrap rates for the upfit of the office space.

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

- a. REMINDER: Special Called Meeting/Public Hearing – 3rd Reading of Biennium Budget II (FY21 Only), July 18, 6:00 PM, Council Chambers – Ms. Roberts reminded Council about the upcoming budget public hearing and 3rd Reading of FY21 budget.
- b. REMINDER: Institute of Government Classes and Annual SCAC Conference, August 3-7 – Ms. Roberts reminded Council of the upcoming SCAC Institute of Government Classes and Annual Conference.

12. **REPORT OF THE CHAIR**

- a. County Administrator – This was taken up in Executive Session.
- b. Cherry Bekaert Letter – This was taken up in Executive Session.
- c. Council Meetings – Mr. Livingston stated it is his intention to have a Special Called Meeting following the Zoning Public Hearing on July 23rd. He stated the item related to the August 1st Council meeting (i.e. AG Opinion) is not properly before us, since it was not reconsidered at the June 18th meeting.

Mr. Manning moved, seconded by Ms. Myers, to suspend Council rules.

Mr. Manning stated his point was that it was inappropriate for staff to take action, when we did not do a reconsideration, which we do when there is a sense of urgency. The process was flawed, but we now have the Attorney General’s Opinion.

Mr. Manning made substitute motion, seconded by Mr. Walker, to consider holding a meeting in August.

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

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The vote in favor was unanimous.

Mr. Livingston stated it is the Chair's intent to hold a Special Called Meeting on August 1st, instead of July 23rd.

13. **APPROVAL OF CONSENT ITEMS**

- a. 19-002MA, Sukhjinder Singh, RU to NC (2.9 Acres), 3500 Hardscrabble Road, TMS # R20100-04-08 [SECOND READING]
- b. 19-011MA, Ki O. Kwon, RU to OI (4.61 Acres), 4026 Hardscrabble Road, TMS # R20100-02-46 [SECOND READING]
- c. 19-014MA, Margaret Chichester, RU to RC (2.2 Acres), 2869 Congaree Road, TMS # R32404-01-01 (Portion) [SECOND READING]
- d. 19-017MA, Kevin E. Wimberly, RS-MD to RM-MD (37.12 Acres), Rabon Road, TMS # R17213-05-37 [SECOND READING]
- e. 19-018MA, Jervonta Walker, OI to GC (.4 Acres), 1606 Horseshoe Drive, TMS # R17011-02-16 [SECOND READING]
- f. 19-020MA, James M. McKenzie, RU/RU to GC (3.78 Acres), 245 Killian Road, TMS # R14781-01-34 & 54 [SECOND READING]
- g. 19-021MA, David B. Grant, M-1 to HI (5.02 Acres), 1200 Atlas Way, TMS # R16200-01-08 [SECOND READING]
- h. This is a request that the Utilities Department adheres to the policy established by Council as indicated below on May 15, 2007 and in an effort to achieve this Council policy, the following language is to be added:
 - The feasible reach in section 24-48 (below) for the Broad River Basin shall be limited to current boundaries/extremities of the sewer system and should limit the developments as infills/pockets within the service area currently enclosed by existing sewer lines terminals/end points
 - SECTION 24-48 – Refers to construction of facilities within the reach of a planned portion of a public sewer interceptor and provides in part..."The developer shall, when the development involves construction of new sewer facilities within the feasible reach of a planned portion of public sewer interceptor participate in the cost of extending the public interceptor to serve his development and shall connect to such system. This developer shall participate in the cost of such extension in an amount not less than the cost of the line size necessary to serve his development." [MALINOWSKI]
- i. Department of Public Works: Olympia Alleyway Quit Claim Deed
- j. Department of Public Works: Pavement Preservation Program
- k. Petition to Close a Portion of Olin Sites Rd.

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- l. Department of Public Works – Equipment Purchase
- m. Department of Public Works – Solid Waste Area 4 Collections Contract
- n. Award for Delinquent Tax Notice Posting
- o. Fleet Maintenance Services Contract Award
- p. EMS Billing and Collections Services Contract

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

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Windsor Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the Special Tax District; to establish a commission for the tax district and provide the terms therefor; and all other matters related thereto – Ms. McBride moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

15. **SECOND READING ITEMS**

- a. 19-015MA, David Parr, RU to RS-MD (14.79 Acres), Golden Rod Court, TMS # R12800-01-23 [SECOND READING] – Mr. Malinowski stated, during the public hearing on this item, the gentleman that spoke against this item questioned whether it was legal to rezone land locked land. He stated he requested a legal opinion regarding this matter. He would like the legal opinion to be provided prior to moving forward with this item.

Mr. Smith stated, according to the Zoning Administrator, this property is not land locked.

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

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

- b. 19-022MA, Robert F. Fuller, TROS/RU to RS-LD (185.29 Acres), Langford Road, TMS # R23400-05-05 & 06 – Ms. Dickerson stated, since First Reading of this item, she has met with 3 in opposition of the

rezoning, 3 in favor of the rezoning, the applicant and the attorney. They met on July 2nd to discuss this matter, and left the discussion with the understanding that we proposal would be:

- The applicant would extend his 150 ft. buffer to a 250 ft. buffer;
- To reserve as many trees as possible.
- The applicant will be permitted to construct up to 250 homes
- Between 2nd and 3rd Reading it will be determined how many homes the developer could be allowed to construct

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

Mr. Manning inquired if the buffer would include a conservation easement.

Ms. Dickerson stated it is up to her to talk with the Conservation Commission to put the 250 ft. buffer into a conservation easement.

Mr. Manning stated, by doing that, we would be able to protect the open/green space. The developer would not be able to sell it to someone else and the buffer be torn down.

Ms. Myers stated, for clarification, the buffer would be deeded to the County, so it would be a public entity and maintenance obligation on the 250 ft. buffer between the existing and new development.

Ms. Dickerson stated that is one of the things that needs to be worked out with the Conservation Commission.

Ms. Myers stated, for clarification, you still have to work out how many homes will be developed.

Ms. Dickerson stated the developer would be able to construct 205 homes.

Mr. Jackson stated he would like to see the proposal, outlined by Ms. Dickerson, in writing.

Mr. Jackson made a substitute motion, seconded by Ms. Terracio, to defer this item to the August 1st Council meeting.

Ms. Myers stated she does not understand logistically Mr. Jackson's motion.

Mr. Jackson stated there is a suggestion that there is going to be a change in the buffers. There is a suggestion there is going to be a change in the number of homes. There is a suggestion that whatever the change in the buffer is that no one can come after that, and undo that. He would simply like to see that in writing.

Mr. Malinowski stated, it is his understanding, that Richland County does not enforce such type of things, so it would not make any difference.

Mr. Jackson stated, for clarification, the modified buffer would be in the new request .The number of homes is not, but the buffer is in the original request.

Ms. Dickerson stated, hopefully those questions her colleagues have will be worked out between now and 3rd Reading, in September.

Mr. Manning stated, for clarification, if this item passes on 2nd Reading, this evening, does it go on the next Council agenda, which will be the Special Called meeting on August 1st, or would it go to the next Regular Session Council meeting, which will be in October.

Mr. Jackson stated he is simply asking, until we have clarity, that we defer this action. Whether it is for 2nd Reading, or pass it tonight and obtain the answers prior to giving the item 3rd Reading. If there were some time-sensitive nature to this request, he would be happy to conform to that.

In Favor: Terracio, Jackson and Livingston

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

Abstain: Manning

The motion for deferral failed.

Mr. Malinowski stated what he thinks Mr. Jackson is looking for would be a Development Agreement. The agreement would be between the developer and the community. The County does not enforce Development Agreement. When the conservation easement comes back to Council, the Conservation Commission needs to make sure they have all the details and the conversation easement needs to be included in Council's agenda packet.

Mr. Livingston inquired if there is a certain amount of change to the plan, if it would need to go back to the Planning Commission.

Ms. Dickerson stated the buffer was not a part of the zoning request. The applicant put that in. Since we have had such an enormous turnout from the community, and their concerns was to preserve open space. She worked out the 250 ft. buffer, which would give a reasonable buffer between the homes and the land.

Mr. Jackson stated he sees what happened before, over on Hardscrabble and Rimer Pond Road, where developers made commitments and promises, and the runoff into the individual's property, as a result of the commitments that were not honored, made him come to this Council and ask that we not approve it, until the developer put in writing that he was going to do the appropriate things. The developer's feet were held to the fire, and he is asking the same thing here.

Mr. Voignier stated the matter would not need to go back to the Planning Commission. The Planning Commission only considers rezoning requests. It does not consider particulars of the development.

Ms. McBride inquired if we are looking for anything in writing from the Conservation Commission.

Ms. Dickerson stated, in the notes she provided to Council, she will proceed with 2nd Reading, and all the questions raised tonight will be addressed prior to 3rd Reading. She stated, to address Mr. Jackson's comment about this item being time-sensitive, this has been going on for a year. The applicant withdrew their original rezoning request, and came back with a different zoning request.

Mr. Manning inquired when this item will come before Council for 3rd Reading, if it passes for 2nd Reading tonight.

Mr. Smith stated, unless it is specified, this matter will go to the Special Called meeting on August 1st.

Ms. Myers made a friendly amendment to place the item on the September 17th Council agenda.

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

Opposed: Terracio

Abstain: Jackson

Present but Not Voting: Kennedy

The vote was in favor.

16.. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance Creating Chapter 18, Offenses; Section 18-7, Regulations and Requirements relating to the use of single-use plastic bags; so as to establish regulations and requirements relating to single-use plastic bags – Ms. Kennedy stated the committee recommended to approve the draft ordinance and to direct staff to craft a communications plan related to the implementation of the ordinance.

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

Present but Not Voting: Walker

The vote in favor was unanimous.

- b. 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 organizations; while a public relations firm will focus solely on Council 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 [DICKERSON] – Ms. Kennedy stated the committee recommended to approve securing the services of a public relations firm.

Mr. Malinowski stated, unless you have an individual with each Council member 24 hours a day, he does not know how you will “ensure Council abides by state law in its interactions with staff.” It appears, to him, the Public Information Office should already be handling these matters. It was mentioned, at the last meeting, that Economic Development Department already has a firm in place, and we could use them to see how things work.

Ms. Dickerson stated she has been speaking, in detail, with Ms. Newton on this. We are trying to make sure we pull in all of these departments.

Ms. Newton stated Mr. Malinowski is correct, and the County has an agreement with a marketing firm already. The firm was originally hired by Economic Development to do work for them, but

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according to the Procurement Department, the contract was written, as such that it is an agreement with Richland County, and can be added to for services.

Mr. Jackson stated he thinks it is important, if the issues that are going to be addressed are of that level of importance, that we not try to contract it out through a consultant. We had a lengthy discussion tonight about trying to contract out some positions with our Penny Program. He doubts anyone feels any more comfortable about where we are now than when they heard the beginning of the discussion tonight. If the needs, identified by Ms. Dickerson, are that important, he would rather us find a position within the County, fill it full-time, even if that person has other duties and responsibilities, rather than contracting out, and having a contract with an entity outside of the organization that might not have the same level of commitment to Richland County.

Ms. Dickerson stated, where we are now, with our new Administrator coming on, and things the eleven of us require. A lot of things we are not getting done, and we feel like this will help support and strengthen Council. We need that level of expertise to help us with our Council member needs. She has heard Council members say they need research data done. There is so much that needs to be done. This may come outside of the purview of the Clerk.

Mr. Jackson stated he is not questioning the need. He does not for one moment believe that we cannot find a high level, highly skilled, highly qualified person that could come in here and hit the ground running, and do exactly what was described.

Ms. Myers inquired to whom the person Mr. Jackson referenced would report. (i.e. Administrator, Council, Clerk)

Mr. Jackson stated, for example, when the Spring Valley student was thrown from her chair, and we needed a rapid response, we did not go outside of the district and hire a consultant firm. We made sure we had a qualified person that could address that, as well as other issues, because of their level of skill and expertise. Whom they would report to would depend on the level of skill of the person we hired. If we made sure that we hired the level of skilled individual, that Ms. Dickerson has suggested, he thinks we would get more for our money by having someone here full-time.

Ms. Newton suggested, for Council's consideration, that we not have a binary choice before us. It is not that we have to use an outside agency to the exclusion of having internal staff. In fact, she was speaking to one of her colleagues that manages communications for the municipality of New Orleans, wherein they have internal communication staff, and their Council also has external staff that provides additional expertise. Based on her understanding of the agreement we have with Procurement, it does not obligate us to a certain number of hours. It does not obligate to certain length of agreement. In the interim, while we are exploring bringing in a position, and how we want to structure that, that this is an avenue that would allow us to have additional

Ms. McBride stated she wants to go on record as supporting Ms. Dickerson. We do our own research. We plan many of our own events. A lot of the work is left up to us. Staff helps, when they can, but they have so much to do. This will better help us community with the public.

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

Opposed: Malinowski and Jackson

The vote was in favor.

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

- a. Town of Eastover Sewer Bills – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item, with the caveat that staff review the County’s contract with the Town of Eastover to see if the contract allows us to withhold our payments to offset their debt.

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

Present but Not Voting: Kennedy

The vote in favor was unanimous.

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

- a. Authorizing the extension of the term of the fee agreement dated as of June 1998, by and between Richland County, South Carolina, and Spirax Sarco, Inc. – Mr. Jackson stated the committee recommended approval.

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

The vote in favor was unanimous.

- b. Providing for an installment plan of Finance for certain economic development projects; identifying, authorizing and pledging certain sources of revenue expected to be used by the County to make installment payments, including the proceeds of General Obligation Bonds, in one or more series, tax-exempt or taxable, in an amount not exceeding the County’s constitutional bonded debt limit; authorizing the commitment of certain County assets to the installment plan of finance; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommends approval of this item.

Mr. Malinowski inquired if this deals with the financing plan that we were briefed on.

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

Opposed: Malinowski

Present but Not Voting: Manning

19. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

- a. Library Board – Four (4) Vacancies – Ms. Newton stated the committee recommended re-appointing Ms. Katherine Swartz Hilton, Ms. Betty Lumpkin Gregory, Mr. James Shadd, III, and Ms. Cheryl English.

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

The vote in favor was unanimous.

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

a. Items for Information:

1. Holt #15 Service Order Modification for Spears Creek Church Road Design Contract – Mr. Niermeier stated this item will be brought back at the next meeting.
2. 12 Dirt Road Contract Extensions – Mr. Niermeier stated the contracts are being extending to February 2020 to ensure the designs are completed. There is no cost associated.

Ms. Myers stated, in the time that it is taking to get these 12 roads done, we are paving humongous roads. We are doing widenings, right-of-way acquisitions, etc. If all of these roads, like this, take this long, the referendum will end before the \$45M is spent. She inquired why we are extending these contracts again.

Mr. Beaty stated these contract extensions are not for the paving of the roads. About 2 years ago, when previous County staff was managing the dirt road program, got a number of OETs under contract. At that time, they gave them a 12 – 18 month schedule. With staff changes, and the PDT helping to manage the program, their schedules expired. The change order is simply to extend their schedules, so they can continue performing the design through March 2020. These are not 12 roads, but 12 contracts.

Ms. Myers stated she has been told by several of the OETs they have been waiting 2 years to get a dirt road paving contract.

3. Pending Approvals – These are the items, with the County, that are pending approval. They are listed on p. 263 of the agenda packet.
4. Update on Blythewood/Richland County/SCDOT IGA for Blythewood Maintenance – Staff and the PDT are coordinating with SCDOT and the Town of Blythewood. The intent is to remove the County as the middleman.

b. Approval of Scope of Work for Design Contracts:

- i. Projects Under the Referendum
 1. Shop Road Extension
 2. Blythewood Area Improvement
 3. Broad River Corridor NIP
 4. Trenholm Acres/Newcastle NIP
 5. Smith/Rocky Branch Greenway
 6. Crane Creek Greenway

Mr. Jackson stated the projects under the referendum will remain intact, relative to the amount that has been appropriated. The committee recommended approval.

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

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Opposed: Walker

Present but Not Voting: Manning

- ii. Projects Over the Referendum
 - 1. Polo Road Widening
 - 2. Lower Richland Boulevard Widening

Mr. Jackson stated the committee recommended approval of the Items ii (1) and (2).

Mr. Malinowski inquired about the amount these projects are over the referendum.

Mr. Beaty stated the total estimated cost of Polo Road is \$16M and the referendum amount is \$12.8M; Lower Richland Boulevard's referendum amount is \$6.1M and is currently estimated at \$6.9M.

Mr. Malinowski inquired where the dollars will come from to cover the overages.

Mr. Beaty stated they could come from the recognized savings from the I-20/Broad River Road Interchange, or other cost savings from other categories. He stated SCDOT is going to build the I-20/Broad River Road Interchange and there will \$52.5M available to the overall program.

Ms. Myers inquired if we had sent a letter to SCDOT.

Dr. Thompson stated SCDOT has not responded to the letter that Dr. Yudice sent.

Mr. Malinowski inquired if we have some roads in the referendum, further down on the list, which may not have enough funding, or any funding, to work on.

Mr. Beaty stated there are a few.

Mr. Malinowski suggested we may want to shorten the termini on some of these projects.

Mr. Beaty stated you cannot change the termini of most of the widenings. A widening is very different, in that you have to logical termini.

Mr. Malinowski suggested maybe eliminating the turn lanes, so the termini remains the same.

Mr. Beaty stated you would not want to eliminate the turn lane because it allows the left turners, and it is safety issue. You could not provide bicycle and pedestrian accommodations, and that would be a small savings.

Ms. Newton stated this body must make policy decisions, in terms of how we are going to handle, when we go above the referendum. The Penny is a promise that we made to our constituents. Her concern, with approving design work that we know is above the referendum, we are de facto approving budget increases and in the future, other projects are going to get less funding. We, as a body, can make those decisions, but we need to come with a policy so we can go to the public with the criteria on how we make these decisions and how we are going to move forward.

Mr. Livingston inquired about what percentage of the design are we talking about.

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Mr. Beaty stated both of the projects have had 30% design completed. What is before you is going to 70%, which would allow the design to be more detailed. At 70%, you have identified the amount of drainage improvements, which allows you to know the amount of new right-of-way you need to acquire, which allows you to have a better cost estimate.

Mr. Livingston stated, to him, it makes more sense to go ahead with the design. If you have to cut back, you still have the design.

Ms. Myers made a substitute motion, seconded by Mr. Walker, that the items that are over the referendum, that the Transportation Ad Hoc Committee be empowered to immediately convene a work session to discuss the policy decision, so we can get the projects moving.

Ms. McBride inquired about how many projects we have funded that were over the referendum.

Mr. Beaty stated there have been quite a few.

Ms. McBride stated, she thinks, it is unethical to think that some people, or in some districts, projects have been over the referendum. They have been completed, or are being completed. In other areas, you have spent money on design, and not giving consideration to completing what is out there. She stated an article in *The State* newspaper noted the SCDOT has over a billion dollars for road design. There are not enough builders, pavers, etc. to get the work done. The demand is so high; prices are going to go up. We are wasting taxpayers' money after we have already put money in design. July 19th the SCDOT will be putting out their bids. We are not going to get any bids. We are not going to have anybody to do our construction.

Mr. Malinowski inquired, if another designer takes over the design work, is the design still valid.

Mr. Niermeier stated any stamped drawing is valid; however, he thinks handing one design to another there is inherent risk in that.

Mr. Manning called for the question, seconded by Ms. Myers.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Walker, Dickerson

Opposed: Manning, Livingston and McBride

Abstain: Jackson

The vote was in favor of calling for the question.

In Favor: Terracio, Malinowski, Newton, Myers, Walker

Opposed: Manning, Livingston and McBride

Abstain: Jackson and Dickerson

Present but Not Voting: Kennedy

The vote was in favor of the substitute motion.

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c. Approval of Projects to be Advertised –

i. Projects Under the Referendum

1. Greene Street Phase 2 – available to advertise
2. Resurfacing Package R – available to advertise
3. Dirt Road Package K – July 1, 2019

Mr. Jackson stated the committee recommended approval.

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

Opposed: Malinowski, Walker and McBride

Present but Not Voting: Kennedy

The vote was in favor.

ii. Projects Over the Referendum

1. Atlas Road Widening – July
2. Polo SUP, Harrison Sidewalk – July

This item was taken up under Item b (ii).

- d. Penny Projects Inside SCDOT Rights-of-Way Maintenance Cost Impacts – Mr. Niermeier stated this was before the committee for a recommendation to look to fund Public Works, or other entities, that would be maintaining these in the future. There was more information requested by the ad hoc committee, so there was decision made.

No action was taken on this item.

21. **OTHER ITEMS**

- a. FY20 – District 8 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

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- b. FY 2019-2020 Annual Action Plan Budget for CDBG and HOME – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski inquired about what happens with the home when the owner passes away or become incapacitated.

Mr. Voignier stated there is a 10-year lien on the home, so they have to remain in the home. If the individual passes away, it becomes heir property.

Mr. Livingston inquired how we get community feedback on the action plan.

Mr. Voignier stated there is a public comment period to gather public feedback. There are a couple of projects that are related to neighborhood master plan areas, so there has already been a lot of public feedback through those processes. This funding will support the master plans that are already in place.

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

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. A Resolution to appoint and commission Jeremy Joseph Denny as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

- d. A Resolution to appoint and commission Froilan Jose Rodriguez Rodriguez as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

22. **EXECUTIVE SESSION**

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

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In Favor: Malinowski, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Manning

Present but Not Voting: Jackson, Newton and Myers

The vote was in favor.

Council went into Executive Session at approximately 8:39 PM and came out at approximately 9:24PM

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

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

The vote in favor was unanimous.

- a. SC Dept. of Revenue vs. Richland County Update – No action was taken.
- b. Contractual Matter: Property Purchase – Ms. Dickerson moved, seconded by Mr. Walker, to authorize the Chair to execute all documents related to the closing of the property on Huger Street with 908 Group Holdings, LLC.

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

Opposed: Terracio

Present but Not Voting: Jackson and Manning

The vote was in favor.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. State Election Commission Memorandum of Agreement – No action was taken.
- d. Library Lease – Ms. McBride moved, seconded by Mr. Walker, to approve the amended lease for the Richland Library for the facility located at 2101 Oak Street, and to allow them to exercise their option to purchase.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- e. County Administrator – Ms. McBride stated the Administrator Ad Hoc Committee met to discuss welcome/orientation activities for the new Administrator. It has been recommended that on July 15th there be a welcome drop-in, for Council and Senior Cabinet staff. There will be pastries, coffee and juice. The event will take place on the 4th Floor from 9 – 10 AM. There will be a Council welcome reception on July 24th at 6:00 PM. The County Administrator, his family and Council members are invited to attend this reception. The location for this reception will be announced at a later date. The public welcome reception will be coordinated with the Administrator. The proposed dates are July 30, 31 or August 1. Invitees will be stakeholders, elected/appointed County officials, community business leaders, and the general public. Currently, we are looking at potentially holding the public reception at the Columbia Museum of Art.

Ms. McBride sent out to full Council some suggestions and recommendations on the development of a transition plan for the new Administrator. The plan is going to require a lot of work. The other proposal is a Council/Administrator Orientation, which may need to be facilitated. Issues to be discussed may be:

- Council’s perception of what they believe would ensure a great working relationship with the Administrator;
- Top priority areas Council feels should be addressed during the 1st year
- Council will provide clear expectations on what kind of meetings and communications they expect (i.e. weigh in and research plans/proposals)
- Perception of the current state of the County’s operations and cultural
- Strengths and weaknesses
- Individuals meetings with the Administrator
- Development of the Administrator’s evaluation instrument
- Development of a strategic plan

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

Present but Not Voting: Myers and McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Council thanked Dr. Thompson for his leadership during the interim. They also thanked Dr. Yudice for her service to the County, and wished her luck on her future in Georgetown.

23. MOTION PERIOD

- a. I move that Richland County provide the approval to transfer the ownership interest related to the garbage collection from Capital Waste Services LLC (Currently operating in Areas 5a and 3) owned by Hawk Capital Partners selling its equity to the newly formed entity controlled by Kinderhook

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Industries. (Please understand the motion is conceptual by the maker, not technical legal terms as to structure [MANNING] – This item was referred to the D&S Committee.

24. **ADJOURNMENT** – The meeting adjourned at approximately 9:46 PM.



Richland County Council

SPECIAL CALLED MEETING

July 23, 2019

Immediately Following Development & Services Committee Meeting

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Yvonne McBride, Chakisse Newton and Allison Terracio

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 5:23 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. McBride, to adopt the agenda.

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

Present but Not Voting: Manning and Livingston

The vote in favor was unanimous.

3. **URGENT ECONOMIC DEVELOPMENT MATTER** – Ms. Kennedy moved, seconded by Ms. McBride, to go into Executive Session.

In Favor: Malinowski, Newton, Kennedy, Walker, Livingston and McBride

Opposed: Manning

Abstain: Terracio

Present but Not Voting: Jackson, Myers and Dickerson

The vote was in favor.

Council went into Executive Session at approximately 5:26 PM and came out at approximately 5:58PM

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

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

Present but Not Voting: Jackson, Myers and Kennedy

The vote in favor was unanimous to come out of Executive Session.

Mr. Jackson moved, seconded by Mr. Manning, to authorize the County Administrator and Economic Development Director to negotiate the terms of the land swap agreement, as discussed. For the County

Administrator to execute and deliver the land swap agreement, after the terms have been fully negotiated, and legal counsel has reviewed and approved the agreement.

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

Present but Not Voting: Manning and Livingston

The vote in favor was unanimous.

3. **ADJOURNMENT** – The meeting adjourned at approximately 6:00 PM.



Richland County Council

ZONING PUBLIC HEARING
July 23, 2019 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Ashley Powell, Kimberly Williams-Roberts, Clayton Voignier 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** – Mr. Price stated Case #19-023MA needed to be withdrawn and the applicant for Case # 19-019MA has requested a deferral until the September Zoning Public Hearing.
3. **ADOPTION OF THE AGENDA** – Mr. Malinowski moved, seconded by Ms. Terracio, to adopt the agenda as amended.

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

The vote in favor was unanimous.

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

- a. 19-023MA
Jeff Ruble
M-1 to HI (318.57 Acres)
Bluff Road and Longwood Road
TMS # R16100-02-02, 04, 07, 16 & 20

This item was withdrawn during the Adoption of the Agenda.

5. **MAP AMENDMENTS**

- a. 19-019MA
Sherri Latosha McCain
RS-MD to OI (1.29 Acres)
520 Rabon Road
TMS # R17116-01-16 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Jackson, to defer this item until the September Zoning Public Hearing.

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

Opposed: Malinowski

The vote was in favor.

- b. 19-025MA
Patrick S. Noh
RU to GC (6.26 Acres)
10668 Two Notch Road
TMS # R25900-07-01 & R25800-03-04 [FIRST READING]

This item was deferred during the Adoption of the Agenda.

- c. 19-026MA
Paul Elias
M-1 to HI (15 Acres)
1700 Longwood Road
TMS # R16100-02-02, 16 (Portion) & 21 (Portion)

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- d. 19-028MA
Lanier Bowman
RS-LD to OI (.54 Acres)
1526 Elmtree Road
TMS # R16414-05-04 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Frank DuBose spoke in opposition of this item.

Ms. Newton moved, seconded by Mr. Walker, to deny the re-zoning request.

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

Present but Not Voting: Terracio

The vote in favor was unanimous.

- e. 19-029MA
John Sells
OI to RS-MD (.6 Acres)
1323 Means Avenue
TMS # R07307-0-07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Ms. Yolanda Arrington spoke in opposition of this item.

The floor to the public hearing was closed.

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

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

Abstain: Jackson

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

- f. 19-030MA
Madison Pickrel
RU to RS-LD (65.41 Acres)
230-258 Sand Farm Trail
TMS # R20400-01-05, 06, 07, 08, 14 & 15 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

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

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

Abstain: Dickerson

The vote in favor was unanimous.

- g. 19-031MA
Mildred B. Taylor
M-1 to RS-MD (7.21 Acres)
1216 Killian Loop
TMS # R14700-06-05 & R14781-04-15 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

6. **ADJOURNMENT** – The meeting adjourned at approximately 7:18 PM.

Richland County Council Request for Action

Subject:

19-002MA
Sukhjinder Singh
RU to NC (2.9 Acres)
3500 Hardscrabble Road
TMS # R20100-04-08

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: March 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 # R20100-04-08 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 # R20100-04-08 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: March 26, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-011MA
Ki O. Kwon
RU to OI (4.61 Acres)
4026 Hardscrabble Road
TMS # R20100-02-46

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: April 23, 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 # R20100-02-46 FROM RURAL DISTRICT (RU) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20100-02-46 from Rural District (RU) to Office and Institutional District (OI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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: April 23, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-014MA
Margaret Chichester
RU to RC (2.2 Acres)
2869 Congaree Road
TMS # R32404-01-01 (Portion)

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R32404-01-01 (PORTION) FROM RURAL DISTRICT (RU) TO RURAL COMMERCIAL DISTRICT (RC); 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 # R32404-01-01 from Rural District (RU) to Rural Commercial District (RC).

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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-017MA
Kevin E. Wimberly
RS-MD to RM-MD (37.12 Acres)
Rabon Road
TMS # R17213-05-37

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R17213-05-37 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); 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 # R17213-05-37 from Residential Single-Family Medium Density District (RS-MD) to Residential Multi-Family Medium Density District (RM-MD).

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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-018MA
Jervonta Walker
OI to GC (.4 Acres)
1606 Horseshoe Drive
TMS # R17011-02-16

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R17011-02-16 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17011-02-16 from Office and Institutional District (OI) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-020MA
James M. McKenzie
RU/RU to GC (3.78 Acres)
245 Killian Road
TMS # R14781-01-34 & 54

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R14781-01-34 AND 54 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14781-01-34 and 54 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-021MA
David B. Grant
M-1 to HI (5.02 Acres)
1200 Atlas Way
TMS # R16200-01-08

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R16200-01-08 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO HEAVY INDUSTRIAL DISTRICT (HI); 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 # R16200-01-08 from Light Industrial District (M-1) to Heavy Industrial District (HI).

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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article III, Procedures for Construction of Water and Sewer Lines; Division 2, Sewer Construction; Section 24-48, Construction of Facilities within feasible reach of a planned portion of a public sewer interceptor; so add language regarding the Broad River Basin

Notes:

June 25, 2019 – The D&S Committee recommended Council adopt the proposed language, so as to line up with the professional language, and the intent of Council in 2007.

First Reading: July 9, 2019

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 24, UTILITIES; ARTICLE III, PROCEDURES FOR CONSTRUCTION OF WATER AND SEWER LINES; DIVISION 2, SEWER CONSTRUCTION; SECTION 24-48, CONSTRUCTION OF FACILITIES WITHIN FEASIBLE REACH OF A PLANNED PORTION OF A PUBLIC SEWER INTERCEPTOR; SO ADD LANGUAGE REGARDING THE BROAD RIVER BASIN.

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

SECTION I. The Richland County Code of Ordinances, Chapter 24, Utilities; Article III, Procedures for Construction of Water and Sewer Lines; Division 2, Sewer Construction; Section 24-48, Construction of facilities within feasible reach of a planned portion of a public sewer interceptor; is hereby amended by the addition of the following language:

Sec. 24-48. Construction of facilities within feasible reach of a planned portion of a public sewer interceptor.

The developer shall, when the development involves construction of new sewer facilities within feasible reach of a planned portion of public sewer interceptor, participate in the cost of extending the public interceptor system to serve his development and shall connect to such system. The developer shall participate in the cost of such extension in an amount not less than the cost of the line size necessary to serve his development. After issuance of a sewer construction permit, the developer shall construct his new facility interceptor in accordance with the approved plans.

The feasible reach in section 24-48 for the Broad River Basin shall be limited to current boundaries/extremities of the sewer system and should limit the developments as infills/pockets within the service area currently enclosed by existing sewer lines terminals/end points.

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.

Kimberly Williams-Roberts
Clerk of Council

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

Richland County Council Request for Action

Subject:

Department of Public Works: Olympia Alleyway Quit Claim Deed

Notes:

June 25, 2019 – The D&S Committee recommended Council approve the request to quit claim the alleyway located between 402 and 406 Florida Street in the Olympia neighborhood.

First Reading: July 9, 2019

Second Reading:

Third Reading:

Public Hearing:

Discussion:

When the Olympia community was planned, Pacific Mills owned alleyways which ran behind and alongside numerous properties to deliver coal, ice, etc. When Pacific Mills closed, the alleyways were abandoned. Over the years, a large number of these alleyways have been quit claimed by Richland County to the property owners whose land adjoined them.

On September 21, 2018, right-of-way agent Richard Player received a service request from the property owner of 406 Florida St requesting the ten-foot wide alleyway running between addresses 402 and 406 Florida Street be quit claimed to the adjoining property owners. The property owner at 402 Florida Street has also been contacted and would like to participate in the quit claim process as well.

The quit claim process is prescribed in Richland County Code of Ordinances, Section 21-14 (c) which allows the property to be divided (five feet in width by the length of the alleyway), with one half deeded to the adjoining property owner on one side, and the other half deeded to the adjoining property owner on the other.

Attachments:

1. Area Exhibit
2. Ordinance



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

AN ORDINANCE AUTHORIZING QUIT CLAIM DEEDS TO PAUL D. RILEY AND SOUTH CAROLINA REAL ESTATE MANAGEMENT AND DEVELOPMENT CORPORATION FOR PARCELS OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING AND BETWEEN TMS#08816-05-10 (406 FLORIDA STREET) AND TMS# 08816-05-11 (402 FLORIDA STREET).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant quit claim deeds to Paul D. Riley and South Carolina Real Estate Management and Development Corporation for certain abandoned alleyways in the Olympia neighborhood, as specifically described in two deeds entitled “Quit Claim Deed”, which are attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2019.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2019.

Kimberly Williams-Roberts
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 2020 Road Maintenance Special Revenue Fund Annual Budget by \$500,000.00 to cover expenses from the Department of Public Works' Pavement Preservation Program with funds from the Road Maintenance Special Revenue Fund Balance

Notes:

June 25, 2019 – The D&S Committee recommended Council direct the Department of Public Works (DPW) staff to develop and implement a Pavement Preservation Program for the County Road Maintenance System with an annual cost not-to-exceed \$500,000 in year one (FY-20) and \$500,000 in year two (FY-21). In addition, to authorize a budget amendment to allocate the \$500,000 from the Road Maintenance Fund Balance for FY20; and to request Councilman Terracio to submit a motion for FY21 – 3rd Reading Meeting to allocate \$500,000 from the Road Maintenance Fund Balance for FY21.

First Reading: July 9, 2019

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2020 ROAD MAINTENANCE SPECIAL REVENUE FUND ANNUAL BUDGET BY \$500,000.00 TO COVER EXPENSES FROM THE DEPARTMENT OF PUBLIC WORKS' PAVEMENT PRESERVATION PROGRAM WITH FUNDS FROM THE ROAD MAINTENANCE SPECIAL REVENUE 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 Five Hundred Thousand Dollars (\$500,000) be appropriated to cover cost of the Pavement Preservation Program with funds from the Road Maintenance Special Revenue Fund Balance. Therefore, the Fiscal Year 2020 Road Maintenance Special Revenue Fund budget is hereby amended as follows:

REVENUE

Revenue appropriated as of July 1, 2019 as approved:	\$7,556,419
Use of Fund Balance:	\$500,000
Total Amended Revenue Budget	\$8,056,419

EXPENDITURES

Expenditures appropriated as of July 1, 2019 as approved:	\$7,556,419
Increased Expenditures:	\$500,000
Total Amended Expenditures Budget	\$8,056,419

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, Council 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:

19-026MA
Paul Elias
M-1 to HI (15 Acres)
1700 Longwood Road
TMS # R16100-02-02, 16 (Portion) & 21 (Portion)

Notes:

First Reading: July 23, 2019
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R16100-02-02, 16 (PORTION OF), AND 21 (PORTION OF) FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO HEAVY INDUSTRIAL DISTRICT (HI); 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 # R16100-02-02, 16 (Portion of), and 21 (Portion of) from Light Industrial District (M-1) to Heavy Industrial District (HI).

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: July 23, 2019
First Reading: July 23, 2019
Second Reading: August 1, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-029MA
John Sells
OI to RS-MD (.6 Acres)
1323 Means Avenue
TMS # R07307-05-07

Notes:

First Reading: July 23, 2019
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R07307-05-07 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DISTRICT (RS-MD); 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 # R07307-05-07 from Office and Institutional District (OI) to Residential Single-Family Medium District (RS-MD).

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: July 23, 2019
First Reading: July 23, 2019
Second Reading: August 1, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-030MA
Madison Pickrel
RU to RS-LD (65.41 Acres)
TMS # R20400-01-05, 06, 07, 08, 14 & 15

Notes:

First Reading: July 23, 2019
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R20400-01-05, 06, 07, 08, 14, and 15 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY LOW DISTRICT (RS-LD); 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 # R20400-01-05, 06, 07, 08, 14, and 15 from Rural District (RU) to Residential Single-Family Low District (RS-LD).

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: July 23, 2019
First Reading: July 23, 2019
Second Reading: August 1, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

19-031MA
Mildred B. Taylor
M-1 to RS-MD (7.21 Acres)
1216 Killian Loop
TMS # R14700-06-05 & R14781-04-15

Notes:

First Reading: July 23, 2019
Second Reading:
Third Reading:
Public Hearing: July 23, 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 # R14700-06-05 AND R14781-04-15 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DISTRICT (RS-MD); 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 # R14700-06-05 and R14781-04-15 from Light Industrial District (M-1) to Residential Single-Family Medium District (RS-MD).

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: July 23, 2019
First Reading: July 23, 2019
Second Reading: August 1, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

I move, to further address blight and nuisance in Richland County, that we instruct the County's lobbyists and legislative affairs personnel, in conjunction with the South Carolina Association of Counties, to request two changes to State law as follows: First, to allow counties to regulate hotels, restaurants, cafes and lunch counters to provide for public health, comfort and convenience, in the same manner as State law already allows municipalities to so regulate, pursuant to Title 45, Chapter 3 of the South Carolina Code of Laws, and; Second, to allow counties to "provide by ordinance that the owner of any lot or property" in the county shall keep such lot or property clean and free of rubbish, debris and other unhealthy and unsightly material or conditions which constitute a public nuisance, and to give counties the same authority municipalities already have in this area pursuant to South Carolina Code of Laws Section 5-7-80, as amended, which has been a right of municipalities since at least the 1962 Code of Laws. Supporting Information: County Council has recently passed a Public Nuisance ordinance and a "Health Massage, Body Work Therapists and Massage Establishment" to address the negative secondary effects associated with businesses that fail to comply with County ordinance and that put the public in danger based on illegal and nuisance activities. This is a significant step to address the issue of blight in our community, which is a tangible success in one of the core objectives of the Richland Renaissance initiative. [MANNING]

Notes:

July 23, 2019 – The committee recommended Council approve the recommendation to pursue having the lobbyist efforts toward having the language "and counties" added in 2 places in the State statute by following the process set forth by the SCAC.



Agenda Briefing

To: Committee Chair Gwendolyn Kennedy and Members of the Committee
Prepared by: Art Braswell, General Manager, Division of Solid Waste and Recycling
Department: Department of Public Works
Date Prepared: July 03, 2019 **Meeting Date:** July 23, 2019

Legal Review	Elizabeth McLean via email	Date:	July 15, 2019
Budget Review	James Hayes via email	Date:	July 15, 2019
Finance Review	Stacey Hamm via email	Date:	July 07, 2019
Other Review:	Jennifer Wladischkin, Manager, Procurement, via email	Date:	July 09, 2019
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development and Services		
Subject:	Assignment of Waste Collections Areas 3 and 5A		

Recommended Action:

Staff recommends approval of the assignment of the solid waste collections contracts for Areas 3 and 5A to Kinderhook Industries.

Motion Requested:

Move to approve assignment of the Solid Waste Collection Areas 3 and 5A service contracts with Richland County from Capital Waste Services to Kinderhook Industries

Request for Council Reconsideration: Yes

Fiscal Impact:

There will be no fiscal impact to Richland County created by assignment of the solid waste collections contracts to Kinderhook Industries.

Motion of Origin:

“I move that Richland County provide the approval to transfer the ownership interest related to the garbage collection from Capital Waste Services LLC (Currently operating in Areas 5a and 3) owned by Hawk Capital Partners selling its equity to the newly formed entity controlled by Kinderhook Industries. (Please understand the motion is conceptual by the maker, not technical legal terms as to structure.)”

Council Member	Jim Manning, District 8
Meeting	Special Called
Date	July 09, 2019

Discussion:

The County received notification on June 28, 2019 of the intention of Kinderhook Industries to acquire the equity interest of Capital Waste Services (CWS). CWS currently holds the waste collections contracts for Areas 3 and 5A. CWS intends to assign the contracts to Kinderhook Industries, and per the contract, provided notice of the intended action. Section seven of our contract states:

“ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.”

The acquisition is anticipated to occur on July 19, 2019. The staff of CWS has been advised that final Council consideration will not take place until September 2019.

Kinderhook Industries, LLC is a private investment firm that manages over \$2 Billion of committed capital. Kinderhook’s investment philosophy is “predicated on matching unique, growth-oriented investment opportunities with exceptional financial expertise and a proprietary network of operating partners. Kinderhook Industries focuses on middle market businesses with defensible niche market positioning in the healthcare services, environmental / business services and automotive / light manufacturing sectors.”

Kinderhook Industries intends to keep the current management staff of CWS intact and to provide excellent service to the citizens of Areas 3 and 5A.

Attachments:

Richland County Council Request for Action

Subject:

I move that Richland County provide the approval to transfer the ownership interest related to the garbage collection from Capital Waste Services LLC (Currently operating in Areas 5a and 3) owned by Hawk Capital Partners selling its equity to the newly formed entity controlled by Kinderhook Industries. (Please understand the motion is conceptual by the maker, not technical legal terms as to structure.) [MANNING]

Notes:

July 23, 2019 – The committee recommended Council approve the assignment of the solid waste collection contracts for Areas 3 and 5A to Kinderhook Industries.

Supporting Information:

County Council has recently passed a Public Nuisance ordinance and a “Health Massage, BodyWork Therapists and Massage Establishment” to address the negative secondary effects associated with businesses that fail to comply with County ordinances and that put the public in danger based on illegal and nuisance activities.

This is a significant step to address the issue of blight in our community, which is a tangible success in one of the core objectives of the Richland Renaissance initiative.”

Council Member	Jim Manning, District 8
Meeting	Regular Session
Date	June 18, 2019

Discussion:

As a part of a larger effort to address concerns over blight and negative secondary effects from some businesses in the unincorporated portion of the County, Councilmember Manning has proposed amendments to the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations.

The proposed amendment sought to prohibit the unlawful operation of some establishments that, though identified as health massage, bodywork therapists, or massage establishments, their use may be associated with certain negative secondary effects including, but not limited to their use as commercial sex operations, for prostitution, to spread disease, lewdness, public indecency, illicit sexual activity, sexual assault and exploitation, and human trafficking.

During its May 07, 2019 regular session meeting, County Council held a public hearing and gave third reading to “An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, “Health Massage, Bodywork Therapists, and Massage Establishments.” The amendment was approved unanimously.

Presently, there are no state efforts related to blight and nuisances. Somewhat similar legislation regarding dilapidated buildings, House Bill 3039, was pending in 2016; however, it was defeated on the House floor.

It is recommended that legislation that affects the authority of county governments be led by the South Carolina Association of Counties (SCAC). Per its website, the SCAC “as a systematic, consensus building legislative policy development process. The central goal in the process is to solicit and develop the expertise of county officials from all 46 counties on legislative issues affecting county government. Through participation in four legislative policy steering committees, county officials meet to discuss and identify issues to be considered by the Legislative Committee.”

The SCAC’s Legislative Committee is composed of the 29 members of its Board of Directors and the chair of the governing body of the county or his/her designee from each county. In late August, membership is notified of the meeting date of each of the SCAC’s four policy steering committees. County officials are then encouraged to provide their thoughts on issues to be included on the steering committee’s agenda.

Attachments:

1. Full text of Councilmember Jim Manning's motion with support documentation
2. SCAC Policy Development Process

June 18, 2019
(NOT ON PRINTED AGENDA):

I move, to further address blight and nuisances in Richland County, that we instruct the County's lobbyists and legislative affairs personnel, in conjunction with the South Carolina Association of Counties, to request two changes to State law as follows:

First, to allow counties to regulate hotels, restaurants, cafes and lunch counters to provide for public health, comfort and convenience, in the same manner as State law already allows municipalities to so regulate, pursuant to Title 45, Chapter 3 of the South Carolina Code of Laws, and

Second, to allow counties to "provide by ordinance that the owner of any lot or property" in the county shall keep such lot or property clean and free of rubbish, debris and other unhealthy and unsightly material or conditions which constitute a public nuisance, and to give counties the same authority municipalities already have in this area pursuant to South Carolina Code of Laws Section 5-7-80 as amended, which has been a right of municipalities since at least the 1962 Code of Laws.

Supporting Information:

County Council has recently passed a Public Nuisance ordinance and a "Health Massage, BodyWork Therapists and Massage Establishment" to address the negative secondary effects associated with businesses that fail to comply with County ordinances and that put the public in danger based on illegal and nuisance activities.

This is a significant step to address the issue of blight in our community, which is a tangible success in one of the core objectives of the Richland Renaissance initiative.

CHAPTER 9
County Government

ARTICLE 1
General Provisions

SECTION 4-9-30. Designation of powers under each alternative form of government except board of commissioners form.

Under each of the alternate forms of government listed in Section 4-9-20, except the board of commissioners form provided for in Article 11, each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- (1) to adopt, use and revise a corporate seal;
- (2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;
- (3) to make and execute contracts;
- (4) to exercise powers of eminent domain for county purposes except where the land concerned is devoted to a public use; provided, however, the property of corporations not for profit organized under the provisions of Chapter 35 of Title 33 shall not be subject to condemnation unless the county in which their service area is located intends to make comparable water service available in such service area and such condemnation is for that purpose. After any such condemnation, the county shall assume all obligations of the corporation related to the property and the facilities thereon which were condemned;

(5)(a) to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided and make appropriations for functions and operations of the county, including, but not limited to, appropriations for general public works, including roads, drainage, street lighting, and other public works; water treatment and distribution; sewage collection and treatment; courts and criminal justice administration; correctional institutions; public health; social services; transportation; planning; economic development; recreation; public safety, including police and fire protection, disaster preparedness, regulatory code enforcement; hospital and medical care; sanitation, including solid waste collection and disposal; elections; libraries; and to provide for the regulation and enforcement of the above. However, prior to the creation of a special tax district for the purposes enumerated in this item, one of the following procedures is required:

(i) When fifteen percent of the electors in a proposed special tax district sign and present to the county council a petition requesting the creation of a special tax district, an election must be held in which a majority of the electors in that area voting in the election shall approve the creation of the special tax district, the nature of the services to be rendered and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. The petition must contain a description of the proposed special tax district, the elector's signature and address. If the county council finds that the petition has been signed by fifteen percent or more of the electors resident within the area of the proposed special tax district, it may certify that fact to the county election commission. Upon receipt of a written resolution certifying that the petition meets the requirements of this section, the county election commission shall order an election to be held within the area of the proposed special tax district. The election ordered pursuant to this section is a special election and must be held, regulated, and conducted with the provisions prescribed by Chapters 13 and 17 of Title 7, except as otherwise provided in this section. The county election commission shall give at least thirty days' notice in a newspaper of general circulation within the proposed special tax district. The county election commission shall certify the result of the election to the county council and county council by written resolution shall publish the result of the election.

(ii) When a petition is submitted to the county council signed by seventy-five percent or more of the resident freeholders who own at least seventy-five percent of the assessed valuation of real property in the proposed special tax district, the county council upon certification of the petition may pass an ordinance establishing the special tax district. For the purposes of this item, “freeholder” has the same meaning as defined in Section 5-3-240. The petition must contain a designation of the boundaries of the proposed special tax district, the nature of the services to be rendered, and the maximum level of the taxes or user service charges, or both, authorized to be levied and collected.

(iii) When the area of the proposed special tax district consists of the entire unincorporated area of the county, county council may pass an ordinance establishing a special tax district. For the purposes of this item “unincorporated area” means the area not included within the corporate boundaries of a municipal corporation created pursuant to Chapter 1 of Title 5 or within a special purpose district created before March 7, 1973, to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more. If, however, the same service intended to be rendered by the special taxing district is being rendered or is intended to be rendered within any portion of the territory of the special purpose district, then no such service may be rendered by the special taxing district without consent of the governing body of the special purpose district.

(b) In the ordinance establishing the special tax district, county council shall provide for the operation of the special tax district. The special tax district may be operated as an administrative division of the county, or county council may appoint a commission consisting of three to five members and provide for their terms of office.

(c) Notwithstanding any provision to the contrary, the county council shall not finance any service not being rendered by the county on March 7, 1973, by a countywide tax where the service is being provided by any municipality within that municipality or where the service has been budgeted or funds have been applied for as certified by the municipal governing body, except upon concurrence of the municipal governing body. For purposes of this subitem, “municipality” means a municipal corporation created pursuant to Chapter 1 of Title 5.

(d) Before the issuance of any general obligation bonds to provide a service in a special tax district and the levy of a tax to retire the bonds at rates different from those levied in the remainder of the county related to the nature and level of government services to be provided in the special tax district, the county council shall first approve the issuance of the general obligation bonds and the levy of the tax to retire the bonds by ordinance.

(e) County council may by ordinance diminish boundaries of or abolish a special tax district. It must first conduct a public hearing. Notice of the hearing must be given two weeks before it in a newspaper of general circulation in the tax district.

(f) After a special tax district is created, pursuant to the provisions of this item, the governing body of the county may, by ordinance, provide that the uniform service charge be collected on an annual, semiannual, quarterly, or monthly basis. The governing body by ordinance also may provide for monthly delinquency penalty charges by special tax notices.

(g) Any special taxing district created prior to the effective date of this act pursuant to this subsection, the creation of which would have been valid but for any inconsistency in or constitutional infirmity of this subsection as codified at the time of such creation, is hereby created and declared to be valid, and its existence is confirmed as of the date of its prior creation; provided, however, that any such special taxing district shall be subject to all provisions of this subsection as provided for in this act, including without limitation item (e).

(h) The creation of a street lighting system within a county may not disrupt the assignment of electric service rights by the Public Service Commission. The special tax district may not treat the street lighting system as one premises for the purchase of electric energy. Those lighting structures located in an area assigned by the South Carolina Public Service Commission to an electric supplier pursuant to Section 58-27-640, et seq., must be served by the designated electric supplier unless it consents to service by another supplier. Those light structures located in an unassigned area must be considered a single premises and may

be served by an electric supplier pursuant to the customer choice provisions of Section 58-27-620 or by an electrical utility pursuant to the certificate of public convenience and necessity provisions of Section 58-27-1230 to serve the lighting structures planned for the unassigned areas.

After a special tax district is created pursuant to this item, the governing body of the county by ordinance may provide that the uniform service charge be collected on an annual, semiannual, quarterly, or monthly basis.

(6) to establish such agencies, departments, boards, commissions and positions in the county as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish any such agencies, departments, boards, commissions and positions, except as otherwise provided for in this title. Any county governing body may by ordinance abolish a rural or other county police system established pursuant to Chapter 6 of Title 53 [of the Code of Laws, 1962] and devolve the powers and duties of the system upon the county sheriff; provided, however, that such an ordinance shall not become effective until the registered electors of the county shall first approve the ordinance by referendum called by the governing body;

(7) to develop personnel system policies and procedures for county employees by which all county employees are regulated except those elected directly by the people, and to be responsible for the employment and discharge of county personnel in those county departments in which the employment authority is vested in the county government. This employment and discharge authority does not extend to any personnel employed in departments or agencies under the direction of an elected official or an official appointed by an authority outside county government. Any employee discharged shall follow the grievance procedures as established by county council in those counties where the grievance procedures are operative, retaining all appellate rights provided for in the procedures. In those counties where a grievance procedure is not established, a county employee discharged by the chief administrative officer or designated department head must be granted a public hearing before the entire county council if he submits a request in writing to the clerk of the county council within five days of receipt of notice of discharge. The hearing must be held within fifteen days of receipt of the request. The employee must be relieved of his duties pending the hearing and if a majority of the county council sustains the discharge, it is final subject to judicial review, but if a majority of the county council reverses the dismissal, the employee must be reinstated and paid a salary for the time he was suspended from his employment.

The salary of those officials elected by the people may be increased but may not be reduced during the terms for which they are elected, except that salaries for members of council and supervisors under the council-supervisor form of government must be set as provided in this chapter;

(8) to provide for an accounting and reporting system whereby funds are received, safely kept, allocated and disbursed;

(9) to provide for land use and promulgate regulations pursuant thereto subject to the provisions of Chapter 7 of Title 6;

(10) to establish and implement policies and procedures for the issuance of revenue and general obligation bonds subject to the bonded debt limitation;

(11) to grant franchises and make charges in areas outside the corporate limits of municipalities within the county in the manner provided by law for municipalities and subject to the same limitations, to provide for the orderly control of services and utilities affected with the public interest; provided, however, that the provisions of this subsection shall not apply to persons or businesses acting in the capacity of telephone, telegraph, gas and electric utilities, or suppliers, nor shall it apply to utilities owned and operated by a municipality; provided, further, that the provisions of this subsection shall apply to the authority to grant franchises and contracts for the use of public beaches;

(12) to levy uniform license taxes upon persons and businesses engaged in or intending to engage in a business, occupation, or profession, in whole or in part, within the county but outside the corporate limits of a municipality except those persons who are engaged in the profession of teaching or who are ministers of the gospel and rabbis, except persons and businesses acting in the capacity of telephone, telegraph, gas and electric utilities, suppliers, or other utility regulated by the Public Service Commission and except an entity which is exempt from license tax under another law or a subsidiary or affiliate of any such exempt

entity. No county license fee or tax may be levied on insurance companies. The license tax must be graduated according to the gross income of the person or business taxed. A business engaged in making loans secured by real estate is subject to the license tax only if it has premises located in the county but outside the corporate limits of a municipality. If the person or business taxed pays a license tax to another county or to a municipality, the gross income for the purpose of computing the tax must be reduced by the amount of gross income taxed in the other county or municipality.

(13) to participate in multi-county projects and programs authorized by the general law and appropriate funds therefor;

(14) to enact ordinances for the implementation and enforcement of the powers granted in this section and provide penalties for violations thereof not to exceed the penalty jurisdiction of magistrates' courts. Alleged violations of such ordinances shall be heard and disposed of in courts created by the general law including the magistrates' courts of the county. County officials are further empowered to seek and obtain compliance with ordinances and regulations issued pursuant thereto through injunctive relief in courts of competent jurisdiction. No ordinance including penalty provisions shall be enacted with regard to matters provided for by the general law, except as specifically authorized by such general law; and

(15) to undertake and carry out slum clearance and redevelopment work in areas which are predominantly slum or blighted, the preparation of such areas for reuse, and the sale or other disposition of such areas to private enterprise for private uses or to public bodies for public uses and to that end the General Assembly delegates to any county the right to exercise the power of eminent domain as to any property essential to the plan of slum clearance and redevelopment. Any county may acquire air rights or subsurface rights, both as hereinafter defined, by any means permitted by law for acquisition of real estate, including eminent domain, and may dispose of air rights and subsurface rights regardless of how or for what purpose acquired for public use by lease, mortgage, sale, or otherwise. Air rights shall mean estates, rights, and interests in the space above the surface of the ground or the surface of streets, roads, or rights-of-way including access, support, and other appurtenant rights required for the utilization thereof;

(16) to conduct advisory referenda;

(16.1) to enact ordinances to regulate solicitation within the county by requiring permits therefor, establish criteria for issuing such permits and provide for a fine of one hundred dollars or thirty days' imprisonment for violations; and

(16.2) To obtain injunctive relief in the Court of Common Pleas to abate nuisances created by the operation of business establishments in an excessively noisy or disorderly manner which disturbs the peace in the community in which such establishments are located. Such injunctive relief shall be initiated by petition of the County Attorney in the name of the County Council not sooner than ten days following noncompliance with a written notice to the owner of the offending establishment or his agent to cease and desist in the conduct or practice which disturbs the peace and good order of the area. The provisions of this item are supplemental to Chapter 43 of Title 15.

(17) to exercise such other powers as may be authorized for counties by the general law. The governing body of any county shall not create a special tax district, other than watershed district, any portion of which falls within the corporate boundaries of a municipality, except upon the concurrence of the governing body of the municipality.

(18) **The regulation authority found in Title 45, Chapter 3 of the SC Code of Laws, and in S.C.Code of Laws Annotated Section 5-7-80 also applies to counties.**

Policy Development

 sccounties.org/policy-development

April 2,
2019

Legislative Policy Development Process

General Statement

The South Carolina Association of Counties has a systematic, consensus building legislative policy development process. The central goal in the process is to solicit and develop the expertise of county officials from all 46 counties on legislative issues affecting county government. Through participation in four legislative policy steering committees, county officials meet to discuss and identify issues to be considered by the Legislative Committee.

Legislative Committee and Steering Committee System

SCAC has four legislative policy committees:

- **County Government and Intergovernmental Relations Steering Committee;**
- **Land Use, Natural Resources and Transportation Steering Committee;**
- **Revenue, Finance and Economic Development Steering Committee; and**
- **Public Safety, Corrections and Judicial Steering Committee.**

It is the responsibility of each committee to study the issues and analyze information that is pertinent to its designated policy area. Each committee will develop recommendations in the form of policy statements. Each committee chair will present their committee's draft policy statements to the Legislative Committee during the Legislative Conference in December.

The Legislative Committee is composed of the 29 members of the SCAC Board of Directors and the chair of the governing body of the county or his/her designee from each of the 46 counties. The total membership of the Legislative Committee is 75 members.

It is the responsibility of the Legislative Committee to review each legislative policy steering committee's recommendations, resolve any conflicts and adopt the legislative policy positions for the association. The Legislative Committee is chaired by SCAC's first vice president and meets at the SCAC Legislative Conference in December. Once the formal policy statement has been approved by the Legislative Committee, it is the responsibility of the membership of the association and the association staff to advocate for its implementation.

During the course of a legislative session, the SCAC Board of Directors is responsible for any revision, modification, deletion or addition to the legislative policy positions adopted by the Legislative Committee.

Time Line for Development of Legislative Policy

- **Late August** – The membership is notified of the date of the meeting of the four policy steering committees. County officials receive a list of the steering committees and a description of their areas of responsibility. County officials are encouraged to provide their thoughts and ideas on legislative issues for inclusion on a steering committee's agenda. Staff collects this input and prepares it for the steering committee meeting.
- **Mid-September** – Each steering committee meets to discuss and analyze legislative policy issues and draft an initial report of proposed legislative policy recommendations.
- **Mid-September to Mid-November** – The County Council Coalition meets in October to review and discuss the initial draft of proposed legislative policy recommendations. Each steering committee chair presents the steering committee report to the coalition. During the fall, various groups of county official organizations meet and determine their group's legislative agenda for the coming session of the General Assembly. This information is collected and assigned to the steering committee responsible for that legislative area.
- **Mid-November** – Each steering committee meets for the second time to incorporate additional issues into their proposed recommendations. Each steering committee adopts a final proposed legislative policy recommendation.
- **Early December** – The SCAC Legislative Committee meets at the Legislative Conference to receive the reports of the four legislative policy steering committees. Each steering committee chair will present his/her committee report at a general session meeting of the Legislative Committee. The members of the Legislative Committee will discuss each proposed legislative policy position and then either amend, adopt or reject the recommendation. If adopted by the Legislative Committee, those policy positions will then be incorporated with the other steering committees' reports into an SCAC Consensus Legislative Report. Once the SCAC Consensus

Legislative Report has been adopted by the Legislative Committee, it is the responsibility of the membership and the SCAC staff to advocate for its implementation.

Rules and Operating Procedures

Legislative Committee

1. **Committee Membership** – The Legislative Committee shall be composed of the members of the SCAC Board of Directors and the chair of the governing body or his/her designee from each of the 46 counties. The chair of the Legislative Committee shall be the first vice president of the association.
2. **Voting Procedures** – At a Legislative Committee meeting, the chair shall call the meeting to order and carry out the committee meeting agenda. Each committee member has one vote. All matters coming before the committee shall be decided by a majority vote of those present and voting.
3. **Proposed Policies and Amendments** – Each steering committee chair shall present at the annual Legislative Conference the committee report for the steering committee. No legislative issue shall be considered at the Legislative Conference in December that does not appear in a steering committee report, unless two-thirds of those Legislative Committee members present and voting vote to place the issue on the Legislative Committee agenda for consideration.
4. **Procedural Rules** – The latest edition of Robert's Rules of Order shall be used to govern the conduct of Legislative Committee meetings.

Legislative Policy Steering Committees

1. **Committee Membership** – The Legislative Policy Steering Committees membership composition is as follows: (a) the SCAC Board of Directors; (b) the Legislative Committee members who are either the chair of the governing body of the county or his/her designee; and (c) not more than 25 county officials who shall be appointed by the president based on the expertise of the county official in the subject matter of the particular steering committee. The president shall make steering committee

assignments on an annual basis. The president shall designate a chair for each of the four steering committees. Steering committee meetings will be held on the call of the president.

2. **Voting Procedures** – At each steering committee meeting, the committee chair shall call the meeting to order and carry out the committee meeting agenda. Each committee member has one vote. All matters coming before the committee shall be decided by majority vote of the committee members present and voting.

3. **Proposed Policies and Amendments** – Any committee member may offer a proposed policy or an amendment to an existing association policy. Any county official may propose a policy issue by submitting it to the association and asking that it be included on the committee's meeting agenda. The chair of the committee will call upon members to discuss the proposal as it has been offered. At the conclusion of the discussion, the chair will call for a vote on the proposal.

4. **Procedural Rules** – The latest edition of Robert's Rules of Order shall be used to govern the conduct of steering committee meetings.

Richland County Council Request for Action

Subject:

The COMET Interest Payments

Notes:

July 23, 2019 – The committee recommended to deny the COMET’s request for interest payments.



Agenda Briefing

To: Chair Joyce Dickerson and Members of the Committee

Prepared by: Eden Logan, MBA, Administrative Assistant

Department: Transportation

Date Prepared: May 31, 2019

Meeting Date: June 25, 2019

Legal Review	Larry Smith via email	Date:	May 31, 2019
Budget Review	James Hayes via email	Date:	May 31, 2019
Finance Review	Stacey Hamm via email	Date:	May 31, 2019
Approved for Council consideration:		Acting County Administrator	John M. Thompson, Ph.D., MBA, CPM

Committee Administration & Finance

Subject: The COMET's Request for Payment of Interest Earned on its Portion of the Penny Sales Tax Revenues

Recommended Action:

Staff does not have a recommendation as this is a policy decision. The current IGA does not provide for the payment of the interest to the Comet

Motion Requested:

1. Approve the interest payment of \$301,984.59 withheld from The Comet since the inception of the Richland County Transportation Penny Program, or
2. Deny the interest payment of \$301,984.59.

Request for Council Reconsideration: Yes

Fiscal Impact:

To date, the SC Department of Revenue (DOR) has disbursed \$1,073,532.15 in interest payments to the County. Per Section 2(c) of Ordinance No. 039-12HR, the COMET is funded \$300,991,000 or 28.13% of the \$1,070,000,000 of the Transportation Penny funds. Thus, 28.13% of the earned interest to date yields \$301,984.59.

Motion of Origin:

This request did not originate from a Council Motion.

Council Member	
Meeting	
Date	

Discussion:

On July 10, 2018, the referenced item was presented at the Transportation Ad Hoc Committee meeting with a recommendation to approve the back payments and eliminate all language in the Intergovernmental Agreement regarding interest payments. At its regular session meeting on July 10, 2018, County Council approved the committee's recommendation.

On May 24, 2019, John Andoh, Chief Executive Officer/Executive Director of the COMET met with Council Chair Paul Livingston, Administration & Finance Committee Chair Joyce Dickerson, Transportation Ad Hoc Chair Calvin "Chip" Jackson, and Acting County Administrator John M. Thompson to appeal to the County to reconsider its previous decision to withhold the interest payment from The COMET. The interest is generated while the sales tax revenue is held by the South Carolina Department of Revenue and disbursed to Richland County along with the earned sales tax revenues on a quarterly basis. Based on this meeting, Mr. Livingston, Mrs. Dickerson, and Mr. Jackson concurred with the COMET's request to be presented to the Administration & Finance Committee.

At its June 25, 2019 meeting, the Administration and Finance committee deferred this matter.

Attachments:

1. Minutes from the July 10th Special Called County Council Meeting
2. Interest Earned

- d. Discussion: Transportation Penny funds being utilized for the following facilities at Three Rivers Greenway – Mr. C. Jackson stated this item was held in committee.
1. Bathrooms
 2. Parking Lot
 3. Ranger Station
 4. Fire Department

- e. Status Update: The Dirt Road Program over-committed projects Years 1 and 2 workload has not been completed. Years 3 and 4 are in the design phase. – Mr. C. Jackson stated this item was received as information.

- f. Approval of the University of South Carolina’s Funding Request and Proposed Modifications to Three Bike Path Projects – Mr. C. Jackson stated the recommendation is to approve the funding, and the modifications, pending information regarding stakeholder meetings and the community’s support for the projects. Moreover, staff will develop a MOU and attach the SCDOR Guidelines to the approval.

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

The vote in favor was unanimous.

- g. Approval of the MOU between Richland County and the Central Midlands Regional Transit Authority (CMRTA) for distribution of past unpaid actual Revenues (\$5,060,039.96) and interest (\$230,926.13) to begin in Fiscal Year 2019 paying CMRTA based on actual revenues and interest from the Penny Funds – Mr. C. Jackson stated the recommendation is to fund the back payment; however, to eliminate all language in the MOU regarding interest payments, prior to executing the new agreement.

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

The vote in favor was unanimous.

- h. Approval of Polo Road Right of Way Easement with the City of Columbia – Mr. C. Jackson stated this item was held in committee.

- i. Approval of the Construction Agreement for Installation of Sidewalk for the Three Rivers Greenway (Saluda Riverwalk) adjacent to the CSXT Bridge approximately 30-feet from centerline of track at RRMP C-1.58 near DOT No. 640441N, Florence Division, CN&L Subdivision pending Legal’s comments being addressed – Mr. C. Jackson stated this item was held in committee.

- j. Approval of letters recommending awarding bids – Mr. C. Jackson stated the recommendation is to approve this item.

1. Sidewalk Package S-6
2. Dirt Road Package G
3. Dirt Road Package H
4. Resurfacing Package O

**Special Called
July 10, 2018
-21-**

Transportation Penny

Date Received	Amount	Interest	CMRTA pay date	Amount Paid		
				CMRTA	28.13%	28.13% Interest
10/10/2013	12,284,838.45	34,173.79	11/6/2013	3,465,338.14	3,455,725.06	9,613.09
1/13/2014	12,812,647.54	33,849.77	2/5/2014	3,613,719.69	3,604,197.75	9,521.94
4/16/2014	13,750,759.58	36,395.52	5/28/2014	3,878,326.73	3,868,088.67	10,238.06
7/16/2014	14,138,345.14	35,700.91	6/30/2014	3,987,159.15	3,977,116.49	10,042.67
10/13/2014	14,586,395.85	38,449.68	11/18/2014	4,103,153.15	4,103,153.15	10,815.89
1/23/2015	13,835,682.55	32,932.37	2/12/2015	3,901,241.38	3,891,977.50	9,263.88
4/24/2015	14,903,853.11	39,852.71	6/10/2015	3,557,250.00	4,192,453.88	11,210.57
7/29/2015	15,304,369.58	38,949.88	9/29/2015	3,561,258.00	4,305,119.16	10,956.60
10/23/2015	14,751,243.84	39,119.53	10/30/2015	3,825,680.00	4,149,524.89	11,004.32
1/20/2016	14,646,835.18	38,300.41	2/17/2016	3,825,680.00	4,120,154.74	10,773.91
4/16/2016	15,446,305.04	39,986.64	5/25/2016	3,825,680.00	4,345,045.61	11,248.24
7/27/2016	16,679,954.70	59,534.17	8/17/2016	3,825,680.00	4,692,071.26	16,746.96
10/20/2016	14,676,846.31	40,874.56	11/8/2016	4,194,886.25	4,128,596.87	11,498.01
1/19/2017	17,238,130.86	59,361.72	3/16/2017	4,194,886.25	4,849,086.21	16,698.45
4/12/2017	16,309,793.40	64,333.24	5/3/2017	4,194,886.25	4,587,944.88	18,096.94
7/24/2017	16,111,957.79	37,625.56	9/6/2017	4,194,886.25	4,532,293.73	10,584.07
10/19/2017	15,971,887.97	44,244.16	11/7/2017	4,194,886.25	4,492,892.09	12,445.88
1/18/2018	16,233,770.46	54,152.77	2/21/2018	4,690,747.75	4,566,559.63	15,233.17
4/12/2018	16,623,535.86	53,215.33	4/26/2018	4,442,817.00	4,676,200.64	14,969.47
7/20/2018	16,342,091.64	59,905.25	8/3/2018	4,597,030.38	4,597,030.38	16,851.35
10/17/2018	16,788,900.53	39,992.88	11/1/2018	9,832,757.68	4,722,717.72	11,250.00
1/22/2019	16,975,707.04	92,504.34	1/31/2019	4,725,266.39	4,775,266.39	26,021.47
4/12/2019	17,592,771.79	60,076.96	4/17/2019	4,948,846.70	4,948,846.70	16,899.65
	354,006,624.21	1,073,532.15		99,582,063.39	99,582,063.39	301,984.59

Richland County Council Request for Action

Subject:

Fund Balance for inside and outside departments/agencies receiving funds from Richland County should not exceed a certain percentage of their operating budget. This is required to address this matter and determine what reasonable percentage that should be [MALINOWSKI]

Notes:

July 23, 2019 – The committee recommended Council approve staff's recommendation for the four (4) areas, outlined on p. 29 of the committee agenda packet, and to also include a 5th category that will address the outside agencies.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Stacey Hamm, Director, Finance
James Hayes, Director, Office of Budget and Grants Management
Department: Finance and the Office of Budget and Grants Management
Date Prepared: July 09, 2019 **Meeting Date:** July 23, 2019

Legal Review	Elizabeth McLean via email	Date:	July 15, 2019
Approved for Council consideration:	Assistant County Administrator	Sandra Yúdice, Ph.D.	
Committee	Administration and Finance		
Subject:	Fund Balance for inside and outside departments		

Recommended Action:

Staff recommends adopting a Fund Balance policy for other funds and outside agencies as presented.

Motion Requested:

I move to adopt the Other Fund Balance policy presented by staff.

Request for Council Reconsideration: Yes

Fiscal Impact:

The financial impact would be use of the available fund balance for one-time expenditures identified during the budget cycle.

Motion of Origin:

“Fund Balance for inside and outside departments/agencies receiving funds from Richland County should not exceed a certain percentage of their operating budget. This is a request to address this matter and determine what reasonable percentage that should be.”

Council Member	Bill Malinowski, District 1
Meeting	Regular Session
Date	June 4, 2019

Discussion:

The Government Finance Officers Association (GFOA) recommends that governments establish a fund balance policy for the general fund. The County's policy establishes the balance of the General Fund to be 20% to 35% of total audited General Fund expenditures for the previous fiscal year. Those departments not funded by the General Fund (i.e., Neighborhood Development) are funded by Special Revenue Funds. The outside agencies such as the Richland Library are millage agencies that have their own boards that set their fund balance policy. The GFOA's best practices imply the use of fund balances should be prohibited as a funding source for ongoing recurring expenditures.

A special revenue fund is an account established by a government to collect money that must be used for a specific purpose. Special revenue funds provide an extra level of accountability and transparency to taxpayers that their money will go toward an intended purpose. The Government Accounting Standards Board (GASB) issued Statement No. 54 in 2011, to clarify the definition of special revenue funds. From the Statement:

“Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.”

Each special revenue fund has its purpose as well as risks to consider. For example, the Economic Development fund should build a fund balance able to fund one-time projects attracted to Richland County. The Hospitality Fund should have money available for one-time projects or the ability to borrow funds for larger projects with a good bond rating.

Each special revenue fund has a different specified purpose that requires different levels of funding. It is essential that governments maintain adequate levels of fund balance to mitigate current and future risk such as revenue shortfalls and unanticipated expenditures as well as to ensure stable tax or fee for services rates. Each of the special revenue funds should consider its own unique circumstances. Funds that have volatile revenue sources or that are potentially subject to cuts in state aid or federal funding may require maintaining a higher fund balance. In establishing a policy for a fund, the government should consider a variety of factors, including:

1. The predictability of its revenue and the volatility of its expenditures.
2. Its perceived exposure to significant one-time outlays.
3. The potential impact on the bond rating and the corresponding increased cost of borrowed funds when the fund's revenues are pledged to repay the debt.

The County should maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures. Since there are several purposes of special revenue funds, the policy should cover four (4) broad types of funds taking into consideration the variety of factors.

1. Zero Fund Balance in fund.

These would be the grant funds and funds that typically are negative (i.e., Victim's Rights, Public Defender and Accommodations).

2. Funds that should maintain 4 months of operating expenditures.

These funds would maintain enough funds to cover expenditures due to volatility in revenue or expenditures (i.e., Stormwater Management, Road Maintenance).

3. Funds that maintain four (4) months of operating expenditures and funds for capital outlays.

These funds would require four (4) months of expenditures due to volatility in revenue and expenditures but would also be exposed to one-time capital outlays on a regular basis (i.e., Emergency Telephone System, Fire Service, Conservation Commission and Neighborhood Redevelopment).

4. Funds that have significant capital outlays as a purpose of the fund should have an unrestricted fund balance.

These funds, such as Transportation Tax and Economic Development, would have fund balances available for identified capital projects as well as funds for incentives to attract companies. The Hospitality Tax fund would also have a balance for debt coverage requirements and capital projects to be funded with the balance or used to pay debt for larger anticipated projects.

The outside agencies' percentage of county revenue to the total revenue and the fund balance of the unassigned fund balance percentages are provided for Council review. It will be a Council decision during the budget cycle on how to handle these balances. The majority of the agencies have a 20% or lower fund balance similar to the County's fund balance policy for the general fund. It is important to remember these funds are to be used for non-recurring expenditures.

Outside Agencies	Revenue Provided by County	Total GF Revenue	Percentage of overall Revenue	Unassigned Fund Balance	Percentage of Unassigned FB to Rev
SD #1	195,679,709	301,084,110	65.0%	2,224,684	0.7%
SD #2	152,292,647	267,007,039	57.0%	52,973,547	19.8%
Zoo	2,306,074	17,723,402	13.0%	3,691,892	20.8%
Library	26,698,677	27,404,705	97.4%	4,435,589	16.2%
Recreation Commission	14,161,982	15,862,703	89.3%	9,046,112	57.0%
Midlands Tech	5,861,027	104,375,883	5.6%	-35,525,283	-34.0%

Attachments:

Richland County Council Request for Action

Subject:

Town of Eastover Inspections IGA

Notes:

July 23, 2019 – The committee recommended Council approve an IGA between the Town of Eastover and Richland County to provide building code inspections and plan reviews for all residential and commercial buildings for the purpose of renovations, repairs, additions, and new construction within the Town of Eastover’s jurisdictional limits through the Building Inspections Division of the Community Planning and Development Department. The following additional language is to be added to the IGA: “or any future changes that come about in the fee schedule” and “that any legal matters arising out of Richland County’s assistance will be covered by the Town of Eastover.”

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: June 04, 2019 **Meeting Date:** June 25, 2019

Legal Review	Elizabeth McLean via email	Date:	June 19, 2019
Budget Review	James Hayes via email	Date:	June 18, 2019
Finance Review	Stacey Hamm via email	Date:	June 18, 2019
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Town of Eastover and Richland County IGA for Building Inspections		

Recommended Action:

Staff recommends approval of an Intergovernmental Agreement (IGA) between the Town of Eastover and Richland County for providing building code inspections and plan reviews of all residential and commercial buildings for the purpose of renovations, repairs, additions, and new construction within the Town of Eastover’s jurisdictional limits through the Building Inspections Division of the Community Planning and Development Department.

Motion Requested:

I move to approve an Intergovernmental Agreement (IGA) between the Town of Eastover and Richland County for providing building code inspections and plan reviews of all residential and commercial buildings for the purpose of renovations, repairs, additions, and new construction within the Town of Eastover’s jurisdictional limits through the Building Inspections Division of the Community Planning and Development Department.

Request for Council Reconsideration: Yes

Fiscal Impact:

Exhibit A of the IGA provides the fee schedule for all inspections and re-inspections of newly permitted projects as adopted by County Council.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The Town of Eastover has requested Richland County to provide assistance with residential and commercial building code inspections and plan reviews. The Town of Eastover no longer has a Building Official with the requisite skills to perform these duties. In 2015, County Council approved a similar agreement in the past that expired with the Town of Eastover's hiring of a Building Official.

Under the proposed IGA, the Building Inspections Division of Richland County's Community Planning and Development Department will provide all plan reviews, permitting, and inspections for residential and commercial projects only. The Town of Eastover will issue the zoning permit and all approvals needed for a residential or commercial project to move forward for plan review. Upon receiving all approvals, a contractor approved by the South Carolina Department of Labor, Licensing, and Regulation (LLR) will submit plans for review and apply for a permit to be issued by the Building Inspections Division and pay fees as established in Exhibit A of the IGA by County Council.

The services for building code inspections and plan reviews will be handled by licensed County inspectors and plans examiners as required by the South Carolina LLR. The Building Official of Richland County shall interpret provisions of the applicable Building Code(s).

Attachments:

1. Proposed IGA between the Town of Eastover and Richland County

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND) INTERGOVERNMENTAL AGREEMENT
) BETWEEN THE TOWN OF EASTOVER,
) SOUTH CAROLINA; AND RICHLAND
) COUNTY, SOUTH CAROLINA

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into, in duplicate, this ____ day of _____, 2019, by and between the Town of Eastover and the County of Richland, South Carolina.

WHEREAS, it is the desire of the Town of Eastover to partner with Richland County in the provision of required building code permitting, inspection and plan review of residential and commercial buildings within the Town of Eastover for the purpose of providing code compliance for construction; and

WHEREAS, the Town of Eastover and Richland County Councils recognize the positive influence this project will have on the quality of life for residents of the Town of Eastover, and desire to provide essential services through inspections and plan review; and

WHEREAS, the Town of Eastover agrees that Richland County shall recoup costs for permitting, inspections and plan review as indicated below;

NOW, THEREFORE, in consideration of the services and agreement described herein, the parties hereto agree as follows:

1. Richland County agrees to provide building services, including permitting, plan review and inspections, within the Town limits of Eastover. The Town of Eastover agrees that in order to recoup the costs associated with the services provided under this Agreement, Richland County shall collect fees for such services as set out on the Richland County Fee Schedule, which is attached as Exhibit A. Richland County agrees that such fees shall be the same as those required for all similar building services within the unincorporated areas of Richland County.
2. The parties hereto agree that all permitting and communication with contractors and builders shall go through the Richland County Building and Inspections Division.
3. The Town of Eastover and Richland County agree that services for inspections and plan review will be handled by state licensed inspectors and plans examiners, as required by South Carolina Department of Labor, Licensing and Regulation (LLR).
4. The Town of Eastover agrees that Richland County shall enforce within the Town limits of Eastover, the current edition of the Building Codes as adopted by the County and all other building codes adopted in Chapter 6 of the Richland County Code of Ordinances. All building code interpretations shall be made by the County Building Official. Building code interpretations of the Building Official of Richland County may be appealed to the Richland County Building Code Board of Appeals. In the event that an appeal is taken to circuit court based on the Board's decision, the Town of

Eastover agrees to pay the costs and expenses of legal counsel for the Board's defense and for the time any employee is required to testify during the appeal.

5. The County services provided pursuant to this Agreement shall be limited to building permitting, plan review and inspection services only. This agreement does not contemplate zoning services, and such agreement for zoning services, if any, shall be negotiated and entered into separately.
6. This Agreement shall have a term of twelve (12) months from the date of execution or until sooner terminated by either party upon such party giving ninety (90) days written notice to the other party of its intent to terminate this agreement or upon the Town of Eastover's employment of a Certified Building Official. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Eastover.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2019, set our hand and seal hereon.

TOWN OF EASTOVER:

WITNESSES:

Mayor

RICHLAND COUNTY:

WITNESSES:

Chair of County Council

EXHIBIT A

RICHLAND COUNTY FEE SCHEDULE

Permit fees for each category of work will be calculated on a per-building basis and shall be based on the total contract price or total value of work to be done or the per square foot values, for construction, as reported in the international codes council building safety journal for building valuation data, with one and two family dwellings calculates as follows: Average \$57.92 (less than 2,500 square feet of heated area); Best \$73.72 (2,500 square feet or more of heated area). The following dollar value and schedule will be used in calculating permit fees for each category of work to be performed.

- (1) Commercial construction and renovation:** Building, plumbing, gas, mechanical, roofing, sign, pool, barrier, storage, decks, building and fire protection, hood and/or fire suppression, electrical, communications, Security, sound and telephone systems:

TOTAL VALUE	FEE
Up to - \$5000.00	\$52.66
\$5000.01 - \$100,000	\$52.66 for the first \$5000.00 plus \$9.48 per \$1000.00 or fraction thereof
\$100,000.01 - \$1,000,000	\$953.26 for the first \$100,000 plus \$4.21 for each additional \$1000.00 or fraction thereof
\$1,000,000.01 - \$5,000,000	\$4,742.26 for the first \$1,000,000 plus \$3.16 for each additional \$1000.00 or fraction thereof
Over \$5,000,000	\$17,382.26 for the first \$5,000,000 plus \$2.10 for each additional \$1000.00 or fraction thereof

- (2) One and two-family dwelling construction and renovation and townhouses:** Building, plumbing, gas, mechanical, electrical, roofing, pool, barrier, deck, storage. Townhomes include fire protection communications, security, sound and telephone systems due to firewalls:

TOTAL VALUE	FEE
Up to - \$5000.00	\$21.07
Over \$5000	\$21.07 for the first \$5,000 & \$4.21 for each additional \$1000.00 or fraction thereof

- (3) Construction Trailer permits:** \$52.66

- (4) Demolition permits:**

A) Residential Storage or garage
\$26.33

detached

- B) One story residence \$52.66
C) Two story residence \$78.99

- D) Commercial Building \$157.97
- E) Three-story or more \$210.62 plus \$26.33 per story
(Basement counts as a story)

(5) **Land development/Zoning Permits:** (one and two family only)

- Detached garage and/or storage building: \$5.27
- Single Family dwelling under \$10,000 \$5.27
- Single family dwelling \$10,000 or more \$10.53
- Two Family dwellings \$15.80

(6) **Moving Permit:** (SEE NOTE:) \$52.66

NOTE: All structures, modular units and mobile homes moved within or into Richland County require zoning, building, and may require plan approvals prior to moving and relocation. All permits shall be obtained and fees paid prior to any move. All structures and modular units are classified as new construction for code compliance and are permitted as new construction. Permit shall be good for a maximum of 120 days from date of issuance and structure or modular unit completed and final inspections made with certificate of occupancy issued.

(7) **Miscellaneous/additional fees:**

(A) **Re-Inspection:** The fee for re-inspections resulting from work not being ready for inspection or being disapproved after the first re-inspection, shall be \$31.59 and \$52.66 for each additional re-inspection.

(B) **Commencing work without a permit:**
Where work requiring a permit is started prior to obtaining the permit, the applicable fee shall be double the amount of the usual permit fee.

(C) **Inspections:** Where no fee is indicated, or the inspection is not required: Residential \$26.33; Commercial \$52.66

(D) **Plan review fee:** (Plan review fees shall be paid in advance for commercial projects, to include townhouses.)

- Residential: One and Two Family construction \$10.53
 - Commercial Construction & Townhouses: 19 % of permit fee.
- Note:** Percent (%) of permit fee is based on total construction cost.

(E) **Structures located within the floodplain:** Elevation certificates and inspections checklist fee of \$52.66 shall be required for new construction, additions, renovations, fences, pools, storage buildings and similar structures.

(F) **Electrical, Plumbing, Gas and HVAC Subcontractors:** Permits are not required for new construction, additions and remodeling work for residential property permitted by a licensed builder provided that the subcontractors are licensed with South Carolina division of LLR, have business license with Richland County, and are listed on the building permit application. Any subcontractor changes shall be reported before new subcontractor's work commences.

(G) Permit Transfer fee:	\$5.27
(H) Permit Refund fee: (less inspections made.	\$10.53
(I) Appeal of Building Official's decision:	\$26.33
(J) Manufactured home set up or de-title fee:	\$142.18
(k) Residential Metal buildings or contract price	\$15.26 sq. ft.
(L) Open decks or open porches or contract price	\$15.26 sq. ft.
(M) Pole buildings based on contract price	\$7.90 sq. ft.
(N) Garages attached/detached no room over, storage building, and screen porches:	\$28.96 sq. ft.
(O) Residential Boarded Structure fee:	\$26.33
(P) Mix Use and Commercial Boarded fee:	\$52.66

Section 6-51. Elimination of a permit fee for sub-contractor provided a South Carolina licensed general or residential contractor has already secured a single family residential permit and paid the fee.

(a)Notwithstanding any other provision of this chapter, when a licensed contractor secures a building permit for the construction of a building or structure, and appropriate permit fee prescribed by the building permit fee schedule will be paid by the contractor. Subcontractor(s) performing work for a licensed contractor will obtain permit(s) for their respective appurtenances, and pay a fee, except for a single family residence. Trade application will display the contractor's name and building permit number so that all permits relating to the same construction can be assimilated. Under extenuating circumstances, the Building Official shall have the authority to adjust the building permit fee.

Richland County Council Request for Action

Subject:

19-015MA
David Parr
RU to RS-MD (14.79 Acres)
Golden Rod Court
TMS # R12800-01-23

Notes:

First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading:
Public Hearing: June 25, 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 # R12800-01-23 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); 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 # R12800-01-23 from Rural District (RU) to Residential Single-Family Medium Density District (RS-MD).

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: June 25, 2019
First Reading: June 25, 2019
Second Reading: July 9, 2019
Third Reading: September 10, 2019

Richland County Council Request for Action

Subject:

An Ordinance Creating Chapter 18, Offenses; Section 18-7, Regulations and Requirements relating to the use of single-use plastic bags; so as to establish regulations and requirements relating to single-use plastic bags

Notes:

June 25, 2019 – The Committee recommended to approve the draft ordinance and to direct staff to craft a communications plan related to the implementation of the ordinance.

First Reading: July 9, 2019

Second Reading:

Third Reading:

Public Hearing:



Agenda Briefing

To: Committee Chair Gwendolyn Kennedy and Members of the Committee
Prepared by: Ashiya Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: May 24, 2019 **Meeting Date:** June 25, 2019

Legal Review	Elizabeth McLean via email	Date:	April 11, 2019
Budget Review	James Hayes via email	Date:	April 04, 2019
Finance Review	Stacey Hamm via email	Date:	April 05, 2019
Approved for Council Consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Plastic Bag Ordinance Recommendations		

Recommended Action:

This is a Council initiative. Should Council wish to implement a plastic bag ban/fee hybrid, staff recommends adopting the ordinance as presented or as amended by the Development and Services committee.

Should Council wish to delay the implementation of a plastic bag ban/fee hybrid, staff recommends monitoring state efforts relative to preemptive legislation regarding plastic ban/fee hybrid ordinances.

Motion Requested:

1. I move to adopt the ordinance and presented/amended, or,
2. I move to direct staff to monitor state efforts relative to preemptive legislation regarding plastic ban/fee hybrid ordinances.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact is currently unknown. Depending upon the enforcement mechanism, additional staff may be required. Additionally, costs associated with public outreach and education as well as bag giveaways are indeterminate.

Motion of Origin:

Determine if there is any state/federal law that prohibits a county from creating an ordinance that will address the use of plastic bags by commercial entities. If not, create an ordinance that would prohibit the use of plastic bags for use in putting product purchases, with certain exceptions if deemed necessary. Example: many products already come prepackaged in plastic and could not come under these restrictions

Council Member	Bill Malinowski, Norman Jackson
Meeting	Special Called
Date	July 10, 2018

Discussion:

Relevant Terminology:

- a) **Mil:** a unit of measurement equal to a thousandth of an inch
- b) **Post-consumer recycled content:** material from products that people or businesses have already used
- c) **Fee/charge:** money that retailers are mandated to charge, but is retained by the retailer
- d) **Reusable bag:** bags greater than 2.25 mils thick or as otherwise defined by material, load capacity, durability, and/or minimum lifetime of use

Successful Plastic Bag Ordinance Development

As the proposed ordinance is developed, input from potentially impacted retailers, food establishments, and the general public is greatly encouraged. The following have proven effective in public education campaigns:

- Record of specific harms caused by plastic bags to include costs of associated litter clean-ups and municipal waste impact
- Effective ordinances from other municipalities

The most effective plastic bag ordinances offer a comprehensive method to address all carryout bags via ban/fee hybrids that charge a fee on all other carryout bags (paper, reusable, compostable). This method is the most effective in changing consumer behavior and reducing carryout bag consumption. Fees/charges may range from 5 cents to 25 cents per bag and are set as minimums rather than as flat fees.

“Straight” plastic bag bans are ineffective as paper and reusable bags are still available for free, resulting in increased use of free paper and plastic bags greater than 2.25 mils thick.

It is recommended that any plastic bag law:

- Include a minimum fee/charge component
- Cover as many businesses as possible
- Paper bags should be recyclable and contain at least 40% post-consumer recycled content
- Include a reporting mandate for the implementation/enforcement agency

To address concerns of the impact of a ban/fee hybrid ordinance on low-income residents, require education and outreach as well as reusable bag giveaways in low-income communities during the transition period and during special events. Also, include an exemption for transactions paid in whole or in part by food stamp programs.

As plastic bag ordinances are intended to apply only to carryout bags, the ordinance should also include exemptions for other specific types of bags. Most ordinances/laws exempt bags without handles used to carry unpackaged food and bags provided by a pharmacy to carry prescriptions. Further exemptions may be determined by public input and/or state regulatory requirements.

Enforcement of the ban/fee varies by jurisdiction. Examples include departments of waste management, business licensing departments, city/town mayors/managers, and local tourism boards.

Penalties also vary by jurisdiction, but the overall trend is monetary enforcement fines levied which may gradually increase per violation. Activists do not recommend the use of plastic bag ordinances/laws as a punitive measure against the consumer or as a means to generate general fund revenue.

Plastic Bag Ordinance Implementation

Effective implementation requires education about the ordinance to residents and businesses. Notices should inform businesses of the ordinance's requirements as well as signs for them to post near points of sale.

Most ordinances/laws allow a period between implementation and penalty enforcement. The first violation may be a warning with any subsequent violations resulting in penalties that gradually increase.

To measure the effectiveness of the law, one may look for reductions in the amount of single-use carryout bags used at businesses and the amount of plastic bag litter. Observational data, bag purchase data, and litter clean-up data may be analyzed to assist in ordinance effectiveness measurement efforts.

Concerns

Presently, legislation has been introduced at the state level to preempt local ordinances relative to plastic bans/fees. Activists encourage the development of statewide coalitions of groups working on the initiative as well as lobbying state legislators to combat the proposed legislation.

At its March 23, 2019 meeting, the Development and Services Committee directed the County Attorney's office to draft the ordinance.

At its May 23, 2019 meeting, the Development and Services Committee deferred the item until its June 25, 2019 meeting.

Attachments:

1. Draft Ordinance
2. Draft Public Information Campaign

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

AN ORDINANCE CREATING CHAPTER 18, OFFENSES; SECTION 18-7, REGULATIONS AND REQUIREMENTS RELATING TO THE USE OF SINGLE-USE PLASTIC BAGS; SO AS TO ESTABLISH REGULATIONS AND REQUIREMENTS RELATING TO SINGLE-USE PLASTIC BAGS.

WHEREAS, Richland County seeks to protect the health, safety, and general welfare of the residents and visitors within the County; and

WHEREAS, the Richland County Council finds that the use of single-use plastic bags is detrimental to the environment; and

WHEREAS, the Richland County Council seeks to improve and protect the environment within the County by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods throughout the County; and

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; is hereby amended by the addition of Section 18-8, Regulations and Requirements Relating to the Use of Single-Use Plastic Bags; to read as follows:

Sec. 18-8. Regulations and requirements relating to the use of single-use plastic bags.

(A) Findings and Purpose.

1. The use of single-use carryout bags by consumers at retail establishments is not environmentally friendly to the ~~detrimental to the environment~~, public health, and welfare.
2. The elimination of single-use carryout bags will ~~The manufacture and distribution of single-use carryout bags requires~~ reduce utilization of natural resources and positively impact ~~results in the generation of~~ greenhouse gas emissions.
3. The elimination of single-use carryout bags will create a cleaner environment and will reduce ~~Single-use carryout bags contribute to~~ environmental problems, including litter in storm drains, rivers and streams, and the ocean.
4. The elimination of single-use carryout bags will reduce unseen costs on consumers and will serve to eliminate a public nuisance.

The county council does therefore find and declare that it should restrict the use of single-use carryout bags.

(B) Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means [relevant department].

Director means the Director of [relevant department].

Person means an individual, trust, firm, joint stock company, corporation, cooperative, partnership, or association.

Postconsumer recycled material means a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Postconsumer recycled material does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.

Recycled paper bag means a paper carryout bag provided by a store to a customer at the point of sale that meets all of the following requirements:

- 1) Contains only post-consumer recycled fiber, and fiber from sources accredited by the Forest Stewardship Council or other independent certification organization, as approved by the Director.
- 2) Contains a minimum of 40% post-consumer recycled content.
- 3) Displays the word “Recyclable” in a highly visible manner on the outside of the bag, and is labeled with the name of the manufacturer, the location (country) where the bag was manufactured, and the percentage of post-consumer recycled content in an easy- to-read size font.
- 4) Is accepted for recycling in curbside programs in Richland County.

Reusable bag means a bag that is provided by a store to a customer at the point of sale that is specifically designed and manufactured for multiple reuse and meets all of the requirements herein related.

Reusable bag producer means a person or entity that does any of the following:

- 1) Manufactures reusable bags for sale or distribution to a store.
- 2) Imports reusable bags into this state, for sale or distribution to a store.

3) Sells or distributes reusable bags to a store.

Reusable bag producer does not include a store, with regard to a reusable bag for which there is a manufacturer or importer, as specified in subparagraph (1) or (2) of this definition.

Single-use carryout bag means a bag made of plastic, paper, or other material that is provided by a store to a customer at the point of sale and that is not a recycled paper bag or a reusable bag that meets the requirements set forth herein.

A single-use carryout bag does not include either of the following:

- 1) A bag to hold prescription medication dispensed from a pharmacy.
- 2) A nonhandled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recycled paper bag or a reusable bag.
- 3) A bag provided to contain an unwrapped food item.
- 4) A nonhandled bag that is designed to be placed over articles of clothing on a hanger.

Food establishment means any operation that prepares, processes, packages, serves or otherwise provides food for human consumption, either on or off the premises, regardless of whether there is a charge for the food. These establishments include, but are not limited to, restaurants, delicatessens, snack bars, catering operations, ice cream parlors, school cafeterias, independent living food service operations, licensed healthcare facilities, temporary food establishments, grocery stores, retail meat markets, fish/seafood markets, retail ice merchants, shared use operations, mobile food establishments (to include the associated commissary and mobile units).

Store means a retail establishment or food establishment located within the unincorporated Richland County.

Retail establishment includes any public commercial establishment engaged in the sale of personal consumer or household items to the customers who will use or consume such items.

(C) Reusable Bags.

- 1) On and after [Month date, year], a store may sell or distribute a reusable bag to a customer at the point of sale only if the reusable bag is made by a producer certified pursuant to this section to meet all of the following requirements:

i. Has a stitched handle and is designed for at least 125 uses, as provided in this section.

ii. Has a volume capacity of at least 15 liters.

iii. Is machine washable or made from a material capable of being washed so as to be cleaned and disinfected at least 100 times.

iv. Has printed on the bag, or on a tag attached to the bag that is not intended to be removed, and in a manner visible to the consumer, all of the following information:

a) The name of the manufacturer.

b) The country where the bag was manufactured.

c) A statement that the bag is a reusable bag and designed for at least 125 uses.

d) If the bag is eligible for recycling in the unincorporated Richland County, instructions to return the bag to the store for recycling or to another appropriate recycling location. If recyclable in the unincorporated Richland County, the bag shall include the chasing arrows recycling symbol or the term "recyclable," consistent with the Federal Trade Commission guidelines use of that term, as updated.

v. Does not contain lead, cadmium, or any other toxic material that may pose a threat to public health.

vi. Complies with Section 260.12 of Part 260 of Title 16 of the Code of Federal Regulations related to recyclable claims if the reusable bag producer makes a claim that the reusable bag is recyclable.

2) In addition to the requirements in subdivision (1), a reusable bag made from plastic film shall meet all of the following requirements:

i. On and after [Month date, year], it shall be made from a minimum of 20 percent postconsumer recycled material.

ii. On and after [Month date, year], it shall be made from a minimum of 40 percent postconsumer recycled material.

iii. Meets any further standards for minimum recycled content established by regulation adopted by the Department after a public hearing and at least 60 days' notice, based upon environmental benefit and market availability.

iv. It shall be recyclable in the unincorporated Richland County, and accepted for return to at-store recycling programs.

v. It shall have, in addition to the above requirements, a statement that the bag is made partly or wholly from postconsumer recycled material and stating the postconsumer recycled material content percentage, as applicable.

vi. It shall be capable of carrying 25 pounds over a distance of 300 feet for a minimum of 125 uses and be at least 4 mils thick, measured according to the American Society of Testing and Materials (ASTM) Standard D6988-13.

vii. It shall be made of plastic other than polyethylene (HDPE, LDPE, PETE, etc.) or polyvinyl chloride that is durable, non-toxic, and generally considered a food-grade material.

3) In addition to the requirements of subdivision (1), a reusable bag that is not made of plastic film and that is made from any other natural or synthetic fabric, including, but not limited to, woven or nonwoven nylon, polypropylene, polyethylene-terephthalate, or Tyvek, shall satisfy all of the following:

i) It shall be sewn.

ii) It shall be capable of carrying 22 pounds over a distance of 175 feet for a minimum of 125 uses.

iii) It shall have a minimum fabric weight of at least 80 grams per square meter.

(D) Single-use carryout bags.

1. On and after [Month date, year], a store shall not provide a single-use carryout bag to a customer at the point of sale.

2. On and after [Month date, year], a store shall not sell or distribute a reusable bag at the point of sale except as provided in this subdivision.

i. On and after [Month date, year], a store may make available for purchase at the point of sale a reusable bag that meets the requirements of Section 3.

ii. On and after [Month date, year], a store that makes reusable bags available for purchase shall not sell the reusable bag for less than ten cents (\$0.10) in order to ensure that the cost of providing a reusable bag is not subsidized by a customer who does not require that bag.

3. On and after [Month date, year], a store shall not sell or distribute a recycled paper bag at the point of sale except as provided in this subdivision.

i. A store may make available for purchase a recycled paper bag. On and after [Month date, year], the store shall not sell a recycled paper bag for less than ten cents (\$0.10) in order to ensure that the cost of providing a recycled paper bag is not subsidized by a consumer who does not require that bag.

4. Exemption.

i. Notwithstanding any other law, on and after [Month date, year], a store that makes reusable bags or recycled paper bags available for purchase at the point of sale shall provide a reusable bag or a recycled paper bag at no cost at the point of sale to a customer receiving supplemental food assistance, WIC and other public assistance programs available in South Carolina.

ii. A store shall not charge for a reusable bag that is distributed to a customer without charge during a limited duration promotional event, not to exceed 12 days per year.

5. A store shall not require a customer to use, purchase, or accept a single-use carryout bag, recycled paper bag, or reusable bag as a condition of sale of any product.

6. Any owner or operator of a store may petition the County for a full or partial waiver of the requirements of this Section, for a period of up to one year, if the owner or operator can:

i. Demonstrate that application of this Section would create undue hardship or practical difficulty for the store not generally applicable to other stores in similar circumstances, or

ii. Establish that the business as a whole cannot, under the terms of this Section, generate a return that is commensurate with returns on investments in other enterprises having corresponding risks and is sufficient to attract capital.

7. All moneys collected pursuant to this section shall be retained by the store and may be used only for the following purposes:

i. Costs associated with complying with the requirements of this ordinance.

ii. Actual costs of providing recycled paper bags or reusable bags.

iii. Costs associated with a store's educational materials or educational campaign encouraging the use of reusable bags.

8. Stores shall separately itemize the fee charged pursuant to this ordinance on the standard receipt provided to customers.

(E) Outreach and Implementation.

Stores that provide reusable or recycled paper bags at the point of sale shall display a sign in a location outside or inside of the business, viewable by customers, alerting customers of the charge per bag.

The Department's responsibilities for implementing this ordinance include conducting outreach to stores, providing multi-lingual information to educate store employees and customers, and making available lists of vendors who sell recycled paper, or reusable bags. The Director, after a public comment, may adopt and may amend guidelines to implement assist in implementing this ordinance.

[Relevant Department] shall establish an educational outreach program for the public. To further promote the use of reusable shopping bags and reduce the quantity of single-use carryout bags entering the Richland County's waste stream, the [relevant department] is authorized to make reusable carryout bags available to the public at low cost or free-of-charge, targeting such programs to reach low-income households to the greatest degree possible.

(F) Penalties.

1. Any store that violates or fails to comply with any of the provisions of this ordinance after a written warning notice has been issued for that violation shall be deemed guilty of an offense. The civil penalty shall not exceed \$100 for a first violation; \$200 for a second violation within any 12-month period; and \$500 for each additional violation within any 12-month period. Each day that a violation continues will constitute a separate offense.
2. In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.
3. Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the county by restraining order, preliminary and permanent injunction, or other means provided for by law, and the county may take action to recover the costs of the nuisance abatement.

SECTION II. 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. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are superseded during the time this Ordinance is effective.

SECTION IV. This Ordinance shall be effective immediately upon adoption by Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this the ____ day of
_____, 2019

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

DRAFT

DRAFT: PLASTIC BAG BAN COMMUNICATIONS PLAN OVERVIEW

Proposal Presented by the Richland County Public Information Office

The following draft communications plan overview is intended to assist County Council in its decision regarding the adoption of an ordinance to regulate the use of single-use plastic bags in Richland County. Further, this plan is offered to supplement the briefing document prepared in April by the Administration Office for the Development & Services Committee.

This communications plan encompasses a multi-pronged approach that includes, among other efforts, marketing, advocacy and community events. (This draft overview plan does not include cost estimates – although it is anticipated that there will be a financial impact to the County related to paid advertisement and giveaways – nor does this draft provide detailed specifics.)

An integrated campaign approach is necessary because the success of a communitywide plastic bag ban requires public support and action on the part of residents and businesses – action that also could entail a financial impact to the public (i.e., purchase of reusable bags). In proposing a plastic bag ban communications plan, Council should consider how a bag ban fits into the overall mission of the County and success of other County efforts that require residents to take an active role, such as curbside recycling.

Communicating the need for the ban will require the involvement of staff from at least the following departments/divisions.

- Public Information Office
- Government and Community Services
- Ombudsman
- Community Planning and Development
 - Neighborhood Improvement Program
 - Conservation
- Public Works
 - Stormwater
 - Solid Waste & Recycling
 - Special Services

A Plastic Bag Ban Communications Plan should ...

- Have a clear objective
- Have a clear, consistent message
- Include marketing materials
- Identify stakeholders and opposition groups
- Establish a communication pipeline with community groups

Public buy-in is essential on this issue; therefore, efforts must be engaged to inform residents. Public awareness of the problem and educating residents on the details of the ban – what does and does not fall under the ban – is vitally important to implementing a bag ban ordinance.

Community Involvement/Stakeholders and Opposition: The County must identify local supporters of a ban and engage them. Likewise, the County must listen to and incorporate the concerns of those

opposed to the measure. Doing so will ensure the County has insight from all sides to develop an effective communications outreach strategy.

Advertising and Marketing: Richland County must develop a strong message for a plastic bag ban. The message should include a phrase and/or image that states the objectives and overall goal of the campaign. In addition, the County's efforts must clarify the benefits or restrictions of the ban (i.e., no single jurisdiction's efforts will resolve the marine plastic problem, the impact the state legislation could have, etc.). The County should state whether the ban is a start to eliminate other plastics and one-use items, (i.e., plastic foam take-out containers, straws, coffee cups, etc.). Outreach efforts should clarify the consequences of not implementing a ban.

Branding: Branding is not just a logo used in a marketing campaign. Branding is the image the County and its representatives present to residents. As such, consistency is key. As an example, if the bag ban ordinance is adopted, one would expect single-use bags to be prohibited by the vendor who operates the canteen at 2020 Hampton St. Further, in adopting the ban, County officials must show leadership and have an expectation that all employees know where the County stands on this issue. In short, County representatives must become brand advocates.

While branding is not just a logo, the effort should indeed have a logo, as other jurisdictions have done, and the branding must be in line with the County's branding standards.

Media – News Media, Social Media: As with any public engagement effort, the use of media platforms will be vital. As such, a communications plan will include outreach to news outlets and residents directly through the use of the County's Facebook, Twitter and Instagram accounts. In addition, the County should develop content for its cable television government access channel.

Marketing and Outreach Efforts: Outreach activities will be used to solidify the goal of the plastic bag ban. As such, the County should incorporate concrete activities into its overall communications plan:

- Provide for public input through workshops and the County's website and other means where residents can engage with the County and provide comments without attending a meeting
- Distribute mailers to retailers
- Initiate a social media campaign blitz
- Hold a reusable bag design contest
- Develop fact sheets
- Nurture partnerships with environmental groups

Timeframe: A public campaign to raise awareness of and support for the plastic bag ban should not be extensive. County officials should set a target date to implement the ban so that a timeline can be established after adoption by Council.

Richland County Council Request for Action

Subject:

Providing for an installment plan of Finance for certain economic development projects; identifying, authorizing and pledging certain sources of revenue expected to be used by the County to make installment payments, including the proceeds of General Obligation Bonds, in one or more series, tax-exempt or taxable, in an amount not exceeding the County's constitutional bonded debt limit; authorizing the commitment of certain County assets to the installment plan of finance; and other related matters

Notes:

First Reading: July 9, 2019

Second Reading:

Third Reading:

Public Hearing:

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. _____

PROVIDING FOR AN INSTALLMENT PLAN OF FINANCE FOR CERTAIN ECONOMIC DEVELOPMENT PROJECTS; IDENTIFYING, AUTHORIZING AND IDENTIFYING CERTAIN SOURCES OF REVENUE EXPECTED TO BE USED BY THE COUNTY TO MAKE INSTALLMENT PAYMENTS, INCLUDING THE PROCEEDS OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT EXCEEDING THE COUNTY'S CONSTITUTIONAL BONDED DEBT LIMIT; AUTHORIZING THE COMMITMENT OF CERTAIN COUNTY ASSETS TO THE INSTALLMENT PLAN OF FINANCE; AND OTHER RELATED MATTERS.

ADOPTED: [], 2019

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AN ORDINANCE

PROVIDING FOR AN INSTALLMENT PLAN OF FINANCE FOR CERTAIN ECONOMIC DEVELOPMENT PROJECTS; IDENTIFYING, AUTHORIZING AND IDENTIFYING CERTAIN SOURCES OF REVENUE EXPECTED TO BE USED BY THE COUNTY TO MAKE INSTALLMENT PAYMENTS, INCLUDING THE PROCEEDS OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT EXCEEDING THE COUNTY'S CONSTITUTIONAL BONDED DEBT LIMIT; AUTHORIZING THE COMMITMENT OF CERTAIN COUNTY ASSETS TO THE INSTALLMENT PLAN OF FINANCE; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("County Council") of the Richland County, South Carolina ("County"), finds and determines that:

(a) It is necessary and desirable to acquire, improve, equip certain real property on which the County will develop a commercial and industrial park ("Economic Development Project") in order for the County to carry out its governmental purposes and for the benefit and enjoyment of the citizens of the County;

(b) The County desires to utilize an installment plan of finance ("Installment Plan") to finance the Economic Development Project, whereby the County and a South Carolina nonprofit corporation, the sole purpose of which is to support the governmental mission of the County ("Corporation"), would enter into certain agreements pursuant to which the County and the Corporation would agree as follows: (i) the County would lease all or a portion of certain real property ("2019 Real Property"), as more particularly described on Exhibit C, and convey any improvements thereon ("2019 Facilities") to the Corporation; (ii) the Corporation would provide funds for the acquisition, improvement and equipping of the Economic Development Project; and (iii) the County would make installment payments ("Installment Payments") to the Corporation to acquire undivided interests in the 2019 Facilities;

(c) The County may use any available revenue source to make the Installment Payments to the Corporation, including revenues received from property located in the I-77 Corridor Regional Industrial Park ("Park") the County has developed with Fairfield County or the proceeds of general obligation bonds issued by the County;

(d) To provide funds to pay for the costs of the Economic Development Project, the Corporation would issue its installment purchase revenue bonds in an amount not expected to exceed \$[28,000,000] ("IPRBs") pursuant to a Trust Agreement ("Trust Agreement") between the Corporation and [U.S. Bank National Association], as trustee ("Trustee");

(e) The Corporation would use the Installment Payments received from the County to make the debt service payments on the IPRBs and pledge its right to receive the Installment Payments as security for the IPRBs; and

(f) The County desires to (i) authorize the Installment Plan for the Economic Development Project, (ii) identify certain revenues received from property located in the Park to make the Installment

Payments, and (iii) authorize the issuance of general obligation bonds, if necessary, to make Installment Payments to the Corporation in order to acquire undivided interest in the 2019 Facilities.

SECTION 2. *Authorization of the Installment Plan and Execution of Documents.*

(a) The County is authorized to pursue the Installment Plan for the Economic Development Project. The County affirms and ratifies that the Economic Development Project is necessary and desirable for the County to carry out its governmental purpose and is for the benefit and well-being of the citizens of the County. The County is authorized to enter into and carry out its obligations under the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement, the forms of which are attached to this Ordinance as Exhibits A and B, respectively, and the form, terms and provisions of each are approved and authorized as if set forth in this Ordinance in their entirety, with such changes as may be approved by the Chair of the County Council (“Chair”), the County Administrator or their designees (collectively, the “Authorized Representative”):

(i) *Base Lease and Conveyance Agreement*: Pursuant to the Base Lease and Conveyance Agreement (“Base Lease”), the County will (A) lease the 2019 Real Property to the Corporation for a term of not to exceed [30] years, and (B) convey to the Corporation the 2019 Facilities. The Corporation will prepay the County rent for the 2019 Real Property to ensure, in an event of non-appropriation by the County, the Corporation’s right to occupy and use all or a portion of the 2019 Facilities for the entire term of the Base Lease.

(ii) *Installment Purchase and Use Agreement*. Pursuant to the Installment Purchase and Use Agreement (“Purchase and Use Agreement”), the Corporation will agree, among other things, to (A) use the proceeds of its IPRBs for the acquisition, improvement and equipping of the Economic Development Project, and (B) sell the 2019 Facilities to the County. The County will agree to (X) make annual Installment Payments, subject to the County’s right to not appropriate funds therefor, to the Corporation for (I) the acquisition of undivided interests in the 2019 Facilities, and (II) the use and occupancy of the 2019 Facilities to the extent not owned by the County, and (Y) maintain and operate the 2019 Facilities, including purchasing and maintaining insurance thereon.

(b) The Authorized Representative is authorized, empowered and directed to execute, acknowledge and deliver the Base Lease and the Purchase and Use Agreement to the Corporation. The final terms of the Base Lease and the Purchase and Use Agreement shall accomplish the Installment Plan and shall not be inconsistent with or contrary to such purposes. The execution of the Base Lease and the Purchase and Use Agreement shall constitute conclusive evidence of the approval by the Authorized Representative of the final terms of the Base Lease and the Purchase and Use Agreement.

(c) The Authorized Representative is further authorized to take such actions and make such other determinations as may be necessary or appropriate to carry out the Installment Plan and is directed and empowered to consult with the County Attorney, Bond Counsel (as defined herein) or the Financial Advisor (as defined herein) as the Authorized Representative determines, in his or her sole discretion, may be necessary or advisable regarding the Installment Plan.

SECTION 3. *Approval of the Corporation and the Issuance and Sale of the Corporation’s IPRBs.*

(a) County Council acknowledges, approves and consents to:

(i) the organization of the Corporation for the purpose of supporting the governmental mission of the County and alleviating the burdens of the County in carrying out its governmental

purposes and providing for the benefit and well-being of its citizens and the governance by the Corporation of a self-perpetuating board of directors;

(ii) the Corporation's issuance, sale and delivery of its IPRBs in one or more series, taxable or tax-exempt, in an amount or amounts to be set pursuant to a resolution to be adopted by the board of directors of the Corporation, to provide funds for, among other things, (A) the costs of the Economic Development Projects, (B) capitalized interest and (C) the costs of issuing the IPRBs;

(iii) the issuance of the IPRBs pursuant to the Trust Agreement and the pledge of, among other things, the Installment Payments, for the payment of the debt service on the IPRBs; and

(iv) the hiring by the Corporation of certain professionals as may be necessary to facilitate the Installment Plan and the issuance of the IPRBs.

(b) In connection with the issuance and sale of the IPRBs, County Council authorizes the County to, and acknowledges the Corporation will:

(i) prepare and distribute, or caused to be prepared and distributed, a preliminary Official Statement in connection with the offer and sale of the IPRBs, which will include financial and operating data regarding the County and information regarding the Economic Development Project and the Installment Plan;

(ii) negotiate and execute a bond purchase agreement ("Bond Purchase Agreement") with the investment bank selected to underwrite the IPRBs in order to evidence the terms and conditions of the sale of the IPRBs;

(iii) deliver such documents, certificates, and other items as may be requested pursuant to the terms of the Bond Purchase Agreement; and

(iv) prepare, distribute and execute a final Official Statement.

SECTION 4. *Identification of Sources of Revenue to Make Installment Payments.*

(a) The Installment Payments will be a current expense of the County. The County may utilize any available source of revenues to make Installment Payments. Subject to the County's right to not appropriate funds to make Installment Payments in any fiscal year, County Council will determine in each year the source or sources of revenues to be utilized to make the Installment Payments.

(b) County Council identifies and acknowledges that the County may use moneys in the [Richland County Industrial Park Fund] ("Fund") as a source of revenues to make Installment Payments to the Corporation. To the extent moneys are expended from the Fund for Installment Payments, such expenditures are deemed to be "expenditures made to attract to and locate particular property in the Park" as described in the "Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park" dated as of September 1, 2018, as may be amended or supplemented including as set forth herein ("Master Agreement"), and shall be reimbursed as set forth in Section 3.02 of the Master Agreement prior to any sharing or distribution of revenues from a taxpayer's real or personal property located at the Economic Development Project and within the Park.

(c) County Council identifies and acknowledges that the County may use revenues received from new or existing properties located in the Park ("Park Revenues") as a source of revenues to make Installment

Payments. Park Revenues are, pursuant to Article VIII, Section 13 of the South Carolina Constitution, 1895, as amended, payments-in-lieu of taxes and the County may utilize such payments as a source of revenue to make the Installment Payments to the Corporation.

(d) If the County chooses to use the Park Revenues to make Installment Payments, the County will by subsequent resolution amend Sections 1.02(c) and Section 3.03(b) of the Master Agreement pursuant to the authorization provided therein.

SECTION 5. *Real Property Considerations.*

(a) County Council authorizes the lease of the 2019 Property and the transfer of the 2019 Facilities to the Corporation pursuant to the Base Lease. County Council further authorizes, subject to the County's right to not appropriate funds therefor, the acquisition of the 2019 Facilities from the Corporation pursuant to the Purchase and Use Agreement. The County will accept the 2019 Facilities at such time as the IPRBs are retired.

(b) County Council acknowledges that the Corporation, as security for the IPRBs, may pledge and mortgage its interest in the 2019 Facilities and County Council consents to such pledge and mortgage and the preparation and filing of such documents and instruments as may be necessary to create, evidence and perfect the security interest in the 2019 Facilities. The County Council further acknowledges that to the extent the County fails to appropriate funds or issue general obligations bonds to make the Installment Payments, such failure could result in a loss of the right to use or occupy the 2019 Facilities, as the case may be.

(c) County Council authorizes the acquisition of the Economic Development Project and its subsequent sale or transfer to taxpayers desiring to locate in the Economic Development Project.

SECTION 6. *Authorization and Details of the General Obligation Bonds of the County for Installment Payments.* Pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, ("Constitution") and Title 4, Chapter 15 and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Enabling Act"), the County is authorized to issue, without a referendum, general obligation bonds ("Bonds"), in an amount not exceeding eight percent of the assessed value of all taxable property of such County for the purposes of (i) making Installment Payments to the Corporation or (ii) paying the costs of the Economic Development Project. The Bonds may be issued in one or more series, taxable or tax-exempt, from time to time with such further designation of each series to identify the year in which such Bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by an Authorized Representative; may be in denominations of \$1,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be accepted by an Authorized Representative; and shall mature as determined by an Authorized Representative.

SECTION 7. *Delegation of Certain Details of the Bonds to the County Administrator.* County Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate to make Installment Payments or for any other lawful purpose, including the form of the Bonds (or BANs). The County Administrator is further directed to consult with its bond counsel in making any such decisions.

SECTION 8. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment,

legal tender for public and private debts. The County Treasurer's Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 9. *Registration and Transfer.* The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined herein) and ending on an interest payment date.

SECTION 10. *Record Date.* The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 11. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, new bonds of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed

Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate bond is issued.

All expenses necessary for the providing of any duplicate bond shall be borne by the applicant therefor.

SECTION 12. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial securities depository nominee for the Bonds. Cede & Co. and successor securities depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) if the Bonds are to be redeemed in part, selecting the portions of such Bonds to be redeemed, (iii) giving any notice permitted or required to be given to Bondholders under this ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 13. *Execution of Bonds.* The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 14. *Form of Bonds.* The Bonds shall be in the form as determined by the County Administrator.

SECTION 15. *Security for Bonds.* The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as it matures and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 16. *Exemption from Taxation.* Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, County, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 17. *Sale of Bonds.* The Bonds may be sold at a public or private sale, as authorized by and in accordance with Section 11-27-40(4) of the Enabling Act, as the County Administrator may determine.

SECTION 18. *Deposit and Application of Proceeds.* The proceeds of the Bonds or of BANs (authorized under Section 20 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to make Installment Payments. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to Installment Payments or, if not so required, to pay principal on the Bonds.

SECTION 19. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (a) (i), (ii), (iii), and (iv), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 19(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 19 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are

to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 20. Authority to Issue Bond Anticipation Notes. If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (“BAN Act”), rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is authorized to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

SECTION 21. Details of Bond Anticipation Notes. Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$1,000 or any whole multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully-registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully-registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 22. Security for Bond Anticipation Notes. For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bonds when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 23. *Tax and Securities Laws Covenants.* The following provisions shall apply in the event the IPRBs are issued as tax-exempt obligations for purposes of Section 103 of the Internal Revenue Code of 1954, as amended.

(a) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder or the IPRBs shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs or the IPRBs would have caused the Bonds or BANs or the IPRBs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bonds or BANs and the IPRBs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(d) To the extent the County and the Corporation do not issue more than \$10,000,000 of obligations, the interest on which is excludable from the gross income of the holders thereof under the Code (excluding private activity bonds (within the meaning of Section 141(a) of the Code) other than qualified 501(c)(3) bonds (within the meaning of Section 145 of the Code)) during any calendar year, the County designates such obligations, if issued as tax-exempt bonds, as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

SECTION 24. *Reimbursement Provisions.* The following provisions shall apply in the event the IPRBs are issued as tax-exempt obligations for purposes of Section 103 of the Internal Revenue Code of 1954, as amended . The County is authorized and has paid or may pay for certain costs and expenditures relating to the Economic Development Project from its general fund or capital project fund, in an amount not exceeding \$[], prior to the issuance of the IPRBs or the Bonds (collectively, “Initial Expenditures”). Such Initial Expenditures are (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Treasury Regulation §1-150-2) under general federal income tax principles; or (b) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).

The County and the Corporation may agree for the Corporation to repay the County for these Initial Expenditures, the source of such repayment to be the proceeds of the IPRBs, or the County may reimburse itself from the proceeds of the Bonds for the Initial Expenditures. To the extent the Corporation repays the County for the Initial Expenditures from the proceeds of the IPRBs or the County reimburses itself from the proceeds of the Bonds, pursuant to Treasury Regulation §1.150-2, this Ordinance is an official declaration by the County of its intent with respect to the repayment of the Initial Expenditures incurred and paid on or after the date occurring 60 days prior to the date of adoption of this Ordinance, from the proceeds IPRBs.

SECTION 25. *Further Authorization for Authorized Representatives; Ratification of Prior Acts.* County Council authorizes each Authorized Representative to negotiate, execute and deliver such other documents, agreements, certificates and instruments and to take such further actions as may be necessary to effect the Installment Plan, the acquisition of the Economic Development Project, including the modification of the scope thereof, the issuance of the IPRBs, and subject to non-appropriation, the payment of Installment Payments to the Corporation, including the issuance of the Bonds therefor, as may be necessary or desirable. Any actions taken by the Authorized Representative prior to the date of this

Ordinance in furtherance of the transactions described in this Resolution, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

SECTION 26. *Publication of Notice of Adoption of Ordinance pursuant to Section 11-27-40, Paragraph 8, of the Code of Laws of South Carolina, 1976, as amended.* Pursuant to the provisions of Section 11-27-40 of the Code of Laws of South Carolina, 1976, as amended, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 27. *Retention of Bond Counsel and Financial Advisor.* County Council authorizes and consents to the retention of the law firm of Parker Poe Adams & Bernstein LLP as bond counsel (“Bond Counsel”), and the firm of First Tryon Advisors, as financial advisor (“Financial Advisor”) in connection with the Installment Plan.

County Council further authorizes the Authorized Representative or such other County staff as is normally charged with the hiring of the applicable professionals, to enter into such contractual arrangements, in accordance with the County’s procurement policy, with suppliers of goods and services necessary to effect the Installment Plan, the issuance and sale of the IPRBs, or the sale, execution and delivery of the Bonds as is necessary and desirable.

SECTION 28. *General Repealer.* All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chair
Richland County Council

(SEAL)
ATTEST:

Clerk of Council
Richland County, South Carolina

First Reading: July 9, 2019
Second Reading: August 1, 2019
Third Reading:
Public Hearing:

EXHIBIT A
FORM OF BASE LEASE AND CONVEYANCE AGREEMENT

EXHIBIT B
FORM OF INSTALLMENT PURCHASE AND USE AGREEMENT

EXHIBIT C
2019 FACILITIES

[NOTE: Only one of these properties will be pledged]

TMS No. R11406-04-01
2020 Hampton Street (County Administration Building)

[Legal Description to Come]

TMS No. R11614-07-06
3220 Two Notch Rd. (Richland County Department of Social Services Building)

[Legal Description to Come]

EXHIBIT A

BASE LEASE AND CONVEYANCE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

as lessor

and

RICHLAND FACILITIES CORPORATION

as lessee

Dated as of: [] 1, 2019

ALL RIGHTS, TITLE AND INTEREST OF RICHLAND FACILITIES CORPORATION IN THIS BASE LEASE AND CONVEYANCE AGREEMENT HAVE BEEN ASSIGNED TO [U.S. BANK NATIONAL ASSOCIATION], AS TRUSTEE (“TRUSTEE”), UNDER A TRUST AGREEMENT DATED OF EVEN DATE HERewith (“TRUST AGREEMENT”), AND ARE SUBJECT TO THE SECURITY INTEREST OF THE TRUSTEE.

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BASE LEASE AND CONVEYANCE AGREEMENT

THIS BASE LEASE AND CONVEYANCE AGREEMENT, dated as of October 1, 2019 (“Base Lease”), is between the Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, as lessor, and Richland Facilities Corporation (“Corporation”), a nonprofit corporation duly organized under the laws of the State of South Carolina, as lessee.

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of Code of Laws of South Carolina 1976, as amended;

WHEREAS, the County is a body politic and corporate and a political subdivision of the State of South Carolina, and is authorized under the provisions of Title 4, Chapter 9, Code of Laws of South Carolina 1976, as amended (“Act”), to enter into this Base Lease;

WHEREAS, pursuant to the terms of this Base Lease and an Installment Purchase and Use Agreement dated of even date herewith (“Purchase and Use Agreement”), between the Corporation and the County, the County desires to lease the 2019 Real Property (as defined in the Purchase and Use Agreement) and convey 2019 Facilities (as defined herein) to the Corporation so that the Corporation may (i) provide funds for the acquisition and construction of the 2019 Projects (as defined in the Purchase and Use Agreement) and (ii) sell and convey the 2019 Facilities to the County;

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to [U.S. Bank National Association], as trustee (“Trustee”), pursuant to the terms of a Trust Agreement dated of even date herewith (“Trust Agreement”), between the Corporation and the Trustee, to secure and provide a source of payment for certain bonds, the proceeds of which are to be used to defray the costs of the 2019 Projects and the cost related to the issuance of bonds under the Trust Agreement; and

WHEREAS, the County desires to enter into this Base Lease to achieve the foregoing purposes.

NOW, THEREFORE, in consideration of the payment of the Base Lease Rent (as hereinafter defined) and the premises and the mutual covenants and agreements herein set forth, the County and the Corporation do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions of Words and Terms. Capitalized terms not otherwise defined herein are used either with the meanings provided therefore in the Trust Agreement or the Purchase and Use Agreement or shall have the following meanings, unless some other meaning is plainly intended:

“2019 Facilities” means the improvements located on the 2019 Real Property and any Additional Real Property, all as described in Exhibit B.

“Base Lease Rent” means those items referred to as such in Section 3.4 of this Base Lease.

“Base Lease Term” means the term of this Base Lease which ends on the earlier of (i) [March 1, 2050], and (ii) the date on which the Series 2019 Bonds are discharged within the meaning of Section 3.19(d) of the Trust Agreement.

“Board of Directors” means the Board of Directors for Richland Facilities Corporation, as the governing body of the Corporation, and any successor body.

“Corporation” means Richland Facilities Corporation, a nonprofit corporation formed under the laws of the State of South Carolina, and its successors and assigns.

“Corporation Representative” means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Base Lease, the Purchase and Use Agreement and the Trust Agreement as evidenced by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

“Corporation Resolution” means the Resolution adopted by the Board of Directors on [], 2019, authorizing the Corporation’s execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the County or the Corporation.

“County Council” means the County Council of the Richland County, South Carolina, as the governing body of the County, and any successor body.

“Event of Default” means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

“Fiscal Year” means the 12-month period adopted by the County as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the County begins on July 1 of each year.

“Installment Payments” means those payments required to be made by the County by Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

“Ordinance” means the Ordinance adopted by the County Council on [], 2019, authorizing the County’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

“Purchase and Use Agreement” shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the County.

“State” means the State of South Carolina.

“Trust Estate” means the Trust Estate described in the Granting Clauses of the Trust Agreement.

“Trustee” means [U.S. Bank National Association], a national banking association chartered under the laws of the United States of America, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

SECTION 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and

words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

SECTION 1.3. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

ARTICLE II REPRESENTATIONS

SECTION 2.1. Representations by the County. The County represents, warrants and covenants as follows:

(a) The County is a duly constituted body politic and corporate and a political subdivision of the State.

(b) The conveyance of title to the 2019 Facilities and the demise and lease of the 2019 Real Property by the County to the Corporation, as provided in this Base Lease, to allow the Corporation to provide for the construction of the 2019 Projects, and the sale of the 2019 Facilities to the County pursuant to the Purchase and Use Agreement has been undertaken to enable the County to provide suitable governmental, recreational and community facilities in the County.

(c) County Council has full power and authority to adopt the Ordinance and to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

(d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound.

(e) The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the County's interests in the 2019 Real Property and the 2019 Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever, except as permitted by this Base Lease or the Purchase and Use Agreement.

(f) The County is the fee owner of the 2019 Real Property existing on the date hereof. Prior to the conveyance of the 2019 Facilities to the Corporation pursuant to Section 3.1 hereof, any improvements on the 2019 Real Property existing on the date hereof are free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

SECTION 2.2. Representations by the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.

(b) The execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict

with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(c) The Board of Directors of the Corporation has full power and authority to adopt the Corporation Resolution and the Corporation has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

(d) To provide funds to defray the cost of the 2019 Projects, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2019 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

ARTICLE III LEASE OF THE 2019 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

SECTION 3.1. Transfer of 2019 Facilities and Lease of the 2019 Real Property. The County hereby demises and leases to the Corporation and the Corporation hereby leases from the County the 2019 Real Property for the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The County hereby conveys the 2019 Facilities to the Corporation and the Corporation hereby accepts such conveyance from the County. The parties hereto agree to amend Exhibit A to this Base Lease from time to time, as the County acquires new real property ("Additional Real Property") which should become subject to this Base Lease.

SECTION 3.2. Purchase of the 2019 Facilities. Pursuant to the terms of the Purchase and Use Agreement, the Corporation will acquire and construct the 2019 Projects and will convey title to the 2019 Facilities to the County, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

SECTION 3.3. Assignments, Subleases and Mortgages. Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (a) mortgage or otherwise encumber, or assign its rights in, the 2019 Real Property or the 2019 Facilities or any portion thereof under this Base Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the 2019 Real Property or the 2019 Facilities or any portion thereof or (c) remove, modify or alter the 2019 Real Property or the 2019 Facilities or any portion thereof, without the consent of the County.

SECTION 3.4. Rent and Other Consideration. As and for rental hereunder and in consideration for the leasing of the 2019 Real Property to the Corporation hereunder, the Corporation agrees (i) to pay to the County from the sources identified in Section 5.1 of the Trust Agreement the sum of \$[30.00] as a prepayment of the annual Base Lease Rent of One Dollar per year for periods beginning on each [September 1] and ending on each [August 31] with an initial period beginning [], 2019, and ending on [August 31], 2020, and (ii) to fulfill its obligations with respect to the 2019 Facilities as provided in the Purchase and Use Agreement. The payments required hereunder shall be made as provided in Section 5.3(a) of the Trust Agreement.

SECTION 3.5. Taxes and Insurance. The County shall pay and have responsibility for all taxes on and insurance of the 2019 Real Property and the 2019 Facilities. All insurance shall provide that the proceeds shall be payable to the County, the Corporation or the Trustee as their interests may appear.

SECTION 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property. From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation

that has not been waived by the Corporation or the Trustee, the Corporation, at the request of the County, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the County certifies are not inconsistent or incompatible with the continued use of the balance of the 2019 Real Property for their intended purposes. Such instruments may, with the prior written consent of the Trustee, include a termination of this Base Lease with respect to such portion of the 2019 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the County hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the County to the effect that (a) the continued use of the 2019 Real Property affected thereby will not be impaired or hampered thereby; (b) access to 2019 Real Property for ingress and egress will be adequate for the purposes for which the 2019 Real Property is intended to be used; and (c) the value of the 2019 Real Property to the County will not be significantly diminished thereby.

The Corporation may, with the prior written consent of the Trustee, if any, also terminate this Base Lease with respect to any portion of the 2019 Real Property deemed excessive or unneeded for the continued operation of the 2019 Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the County, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2019 Facilities and related facilities and the portion of the 2019 Real Property deemed excessive or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of property; (c) a certificate from an engineer or architect stating that the remaining 2019 Real Property will be adequate for the continued operation of the 2019 Facilities and related facilities for the purpose for which they were designed or are then being used, including a certification that there will be adequate access to the remaining 2019 Real Property for ingress and egress; and (d) a certification from the County that the portion of the 2019 Real Property being released from the provisions hereof is in excess to or unneeded for the continued operation of the 2019 Facilities and related facilities for the purposes for which they were designed or are then being used.

The County and the Corporation agree to amend Exhibit A to this Base Lease to substitute or release parcels of 2019 Real Property or portions thereof in accordance with the provisions of this Section 3.6.

With respect to any particular item of 2019 Real Property, the County may, with the prior written consent of the Trustee, if any, substitute another item of 2019 Real Property under the conditions set forth in Section 5.1(c) of the Purchase and Use Agreement.

The County shall not be obligated to compensate the Corporation for the removal of any property or for any conveyance or grant of an easement or right-of-way under the provisions hereof and any consideration paid in connection therewith by a third party shall be turned over to the County so long as there is not an existing Event of Default under the Purchase and Use Agreement and no Event of Nonappropriation has occurred that has not been waived by the Trustee. The Corporation shall have no obligation or responsibility to prepare or record any instrument authorized hereunder.

**ARTICLE IV
TERMINATION**

SECTION 4.1. Termination.

(a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the County exercises the option to purchase the 2019 Facilities as provided in Section 9.1(a) of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the County and, provided further, that upon any partition of the 2019 Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2019 Real Property (“County Real Property”) relating to any County Facilities (as defined in the Purchase and Use Agreement) and the County Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein. Notwithstanding the termination of the Purchase and Use Agreement as a consequence of an Event of Default or Event of Nonappropriation, the County may thereafter purchase the 2019 Facilities not previously purchased by it upon payment of the applicable Purchase Option Price and the satisfaction of all other terms and conditions set forth in Section 9.1(a) of the Purchase and Use Agreement

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the County of its option to purchase as provided in Section 9.1(a) of the Purchase and Use Agreement, to quit and surrender the 2019 Real Property and that all title and interest in the 2019 Facilities and the 2019 Real Property shall vest in the County free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances. The Corporation agrees, upon any partition of the 2019 Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the County Real Property and that all title and interest in the County Facilities and the County Real Property shall vest in the County free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the County fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2019 Real Property (“Corporation Real Property”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated for a civic or public purpose to the extent such requirement continues to be applicable under State law and in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the County has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the County’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2019 Real Property and the 2019 Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the County with adequate public liability and comprehensive risk insurance covering any use of the Corporation Facilities, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the County with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total rental payments for subleasing that are, after the payment of the Corporation’s expenses in connection therewith, including fees and expenses of the Trustee, in excess of

the principal amount of the Outstanding Series 2019 Bonds at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Corporation, its assigns or its lessee.

SECTION 4.2. Default by the Corporation. The County shall not have the right to exclude the Corporation from the 2019 Real Property or the 2019 Facilities or to take possession of the 2019 Real Property or the 2019 Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the 2019 Facilities granted to the County in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the 2019 Facilities to the County pursuant to said option, then the County shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the County may maintain an action, if permitted in equity, for specific performance.

SECTION 4.3. Quiet Enjoyment. Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2019 Real Property and the 2019 Facilities.

SECTION 4.4. No Merger. Except as expressly provided herein, no union of the interests of the County and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the 2019 Facilities. The Corporation and the County confirm that the 2019 Facilities shall be property of the Corporation and title thereto shall remain vested in the Corporation as 2019 Facilities are renovated, expanded or constructed and shall not merge into the leasehold estate of the Corporation in the 2019 Real Property subject to the provisions of this Base Lease and the Purchase and Use Agreement; except that title to a portion of the 2019 Facilities shall revert to and be vested in the County upon an Event of Nonappropriation or Event of Default under the Purchase and Use Agreement. The Corporation shall have the power to convey undivided interests in the 2019 Facilities to the County from time to time as Installment Payments are made as contemplated by the Purchase and Use Agreement.

SECTION 4.5. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation in its capacity as corporate entity, and, to the extent permitted by law, the County hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Rent. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 4.6. Maintenance of Premises. Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2019 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term hereof, the 2019 Real Property shall be returned to the County, together with the 2019 Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2019 Real Property or the 2019 Facilities or any portion

thereof, or remove any part thereof without the written consent of the County. Prior to an Event of Nonappropriation that has not been waived in the event of any damage, destruction or condemnation of any of the 2019 Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2019 Real Property in like manner as provided therein with respect to 2019 Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2019 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived in the event of any damage, destruction or condemnation of any of the 2019 Real Property, the proceeds of any insurance policies, performance bonds or condemnation awards allocable to the Corporation's interest in the 2019 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of any Series 2019 Bonds and the balance, if any, remaining thereafter to such use as the County may direct.

**ARTICLE V
CONTROL OF 2019 REAL PROPERTY AND 2019 FACILITIES
DURING BASE LEASE TERM**

SECTION 5.1. Control of 2019 Real Property and 2019 Facilities During Base Lease Term. Subject to the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term the Corporation shall have complete control over the 2019 Real Property and the 2019 Facilities and their operation.

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.1. Civic or Public Purpose. Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the 2019 Facilities for any purpose which is not a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders.

SECTION 6.2. Covenants Running with the 2019 Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2019 Real Property and shall attach and bind and inure to the benefit of the County and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

SECTION 6.3. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns. The Trustee, if any, is a third-party beneficiary to this Base Lease.

SECTION 6.4. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 6.5. Amendment, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee except to the extent anticipated in Section 3.1 hereof to reference any after-acquired property which shall be included in the 2019 Real Property or to make any Additional Real Property subject to this Base Lease, and Section 3.6 hereof in connection with the granting of easements, releases and substitutions. The Base Lease may not be amended without the prior written consent of the Trustee, if any.

SECTION 6.6. Supplemental Base Leases. The County and the Corporation may, with notice to and the prior consent of the Trustee, if any, enter into Supplemental Base Leases from time to time to provide for the lease by the County to the Corporation of Additional Real Property and the conveyance by the County to the Corporation of Additional Facilities which, together with any Additional New Facilities, will be acquired, constructed, renovated and expanded by the Corporation with the proceeds of Additional Bonds and sold to the County pursuant to the Purchase and Use Agreement, as supplemented by a Supplemental Installment Purchase and Use Agreement. Such Supplemental Base Lease shall provide for the extension of the term of this Base Lease as necessary and for the payment of Base Lease Rent by the Corporation to the County.

SECTION 6.7. Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 6.8. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

SECTION 6.9. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 6.10. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the County, the Corporation, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

SECTION 6.11. Memorandum. The County and the Corporation shall, upon the request of either party, execute a memorandum of this Base Lease for recording in the records of the Richland County, South Carolina.

SECTION 6.12. Successors and Assigns. All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS the due execution of this Base Lease, effective as of the date first above written.

(SEAL)

LESSOR:
RICHLAND COUNTY, SOUTH CAROLINA

By: _____
County Council Chair
Richland County, South Carolina

Attest: _____
Clerk of Council
Richland County, South Carolina

(SEAL)

LESSEE:
RICHLAND FACILITIES CORPORATION

By: _____
President

Attest: _____
Secretary

EXHIBIT A

**LEGAL DESCRIPTION OF THE 2019 REAL PROPERTY AND ANY ADDITIONAL REAL PROPERTY
(AS MAY BE AMENDED ACCORDING TO SECTION 3.1 OF THIS BASE LEASE)**

[NOTE: Only one of these properties will be pledged]

TMS No. R11406-04-01
2020 Hampton Street (County Administration Building)

[Legal Description to Come]

TMS No. R11614-07-06
3220 Two Notch Rd. (Richland County Department of Social Services Building)

[Legal Description to Come]

EXHIBIT B

2019 FACILITIES

All existing improvements located on the 2019 Real Property and any Additional Real Property.

EXHIBIT B

INSTALLMENT PURCHASE AND USE AGREEMENT

between

RICHLAND FACILITIES CORPORATION

as Seller

and

RICHLAND COUNTY, SOUTH CAROLINA

as Buyer

§[]
Richland Facilities Corporation
Installment Purchase Revenue Bonds
(Blythewood Park Project)
Taxable Series 2019

Dated as of: [] 1, 2019

**ALL RIGHTS, TITLE AND INTEREST OF RICHLAND FACILITIES CORPORATION IN THIS
INSTALLMENT PURCHASE AND USE AGREEMENT (WITH CERTAIN EXCEPTIONS) HAVE
BEEN ASSIGNED TO [U.S. BANK NATIONAL ASSOCIATION], AS TRUSTEE (“TRUSTEE”)
UNDER A TRUST AGREEMENT DATED OF EVEN DATE HERewith, AND ARE SUBJECT
TO THE SECURITY INTEREST OF THE TRUSTEE.**

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INSTALLMENT PURCHASE AND USE AGREEMENT

This **INSTALLMENT PURCHASE AND USE AGREEMENT**, dated as of [] 1, 2019 (“Purchase and Use Agreement”), is between Richland Facilities Corporation (together with its successors and assigns, “Corporation”), a nonprofit corporation formed under the laws of the State of South Carolina (“State”), as seller, and Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision organized under the laws of the State, as buyer.

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended;

WHEREAS, the County is a body politic and corporate and a political subdivision of the State and is authorized under the provisions of Title 4, Chapter 9, Code of Laws of South Carolina 1976, as amended (“Act”), to enter into this Purchase and Use Agreement;

WHEREAS, the Corporation and the County have entered into a Base Lease and Conveyance Agreement dated of even date herewith (“Base Lease”), pursuant to which the County has leased the 2019 Real Property and conveyed the 2019 Facilities (as such terms are defined herein), to the Corporation so that the Corporation may provide for the acquisition, construction, installation and equipping of certain public facilities and equipment, which facilities and equipment are more particularly defined and described herein as the 2019 Projects;

WHEREAS, to defray the costs of the 2019 Projects, the Corporation will provide for the issuance of \$[] of its Installment Purchase Revenue Bonds (Blythewood Park Project) Taxable Series 2019 (“Bonds”), under and by the terms of a Trust Agreement dated of even date herewith (“Trust Agreement”) by and between the Corporation and [U.S. Bank National Association], as trustee (“Trustee”);

WHEREAS, the County has agreed to make certain payments (“Installment Payments”) for the acquisition of the 2019 Facilities (as defined herein) and, pending such acquisition thereof, shall be entitled to the use and occupancy of the 2019 Facilities and certain other rights; and

WHEREAS, the rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Bonds;

NOW, THEREFORE, for and in consideration of the undertaking of the Corporation to acquire, improve, construct and equip the 2019 Projects, the undertaking of the County to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the County, intending to be legally bound, do hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or as set forth below:

“2019 Facilities” means: (a) the existing improvements located on the 2019 Real Property and any Additional Real Property, and (b) any fixtures and future additions, modifications and substitutions to any facilities located on the 2019 Real Property. The 2019 Facilities do not include the 2019 Projects.

“2019 Projects” means the acquisition of certain real property using proceeds of the Bonds, all as described on Exhibit A hereof, as the same may be amended from time to time. Neither the improvements comprising the 2019 Projects nor the real property on which the 2019 Projects are situated are included in the Trust Estate or subject to the Base Lease and the security and partition provisions of this Purchase and Use Agreement.

“2019 Real Property” means the respective parcels of real property upon which the 2019 Facilities are located, situated in the County and the legal description of which is shown in Exhibit B hereof, as the same may be amended from time to time.

“Acquisition and Construction Contracts” means any acquisition or construction contract between the County, on behalf of the Corporation, and any contractor or other person and between any contractor or subcontractor with respect to any of the 2019 Projects.

“Additional Bonds” shall have the meaning set forth in the Trust Agreement.

“Additional Facilities” means any facilities of the County in addition to the 2019 Facilities, proposed to be acquired, improved, refinanced, renovated or constructed by the Corporation and made subject to this Purchase and Use Agreement.

“Additional Payments” means that portion of the Installment Payments specified in Sections 4.1, 4.2 and 4.4 hereof as Additional Payments.

“Additional Real Property” means any real property in addition to the 2019 Real Property that is or will become the site of Additional Facilities.

“Base Lease” means the Base Lease and Conveyance Agreement dated of even date herewith, between the County and the Corporation, as it may be amended or modified from time to time.

“Base Payments” means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

“Bond Fund” means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

“Bond Proceeds” means the gross proceeds received from the issuance and sale of the Bonds.

“Bonds” means the Series 2019 Bonds and any Additional Bonds, issued under and by the terms of a Trust Agreement, dated of even date herewith by and between the Corporation and [U.S. Bank National Association], as trustee.

“Certificate of Acceptance” means the Certificate of Acceptance filed with the Trustee in accordance with Section 3.4 hereof.

“Code” means the Internal Revenue Code of 1986.

“Completion Date” means the date on which the County provides a Certificate of Acceptance.

“Corporation Facilities” means that portion of the 2019 Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

“County Council” means the County Council of Richland County, South Carolina, as the governing body of the County and any successor body.

“County Facilities” means that portion of the 2019 Facilities allocated to the County as the result of a partition under the provisions of Section 2.4 hereof.

“Environmental Laws” means all federal, state and local laws, rules, regulations, ordinances, programs, permits, guidances, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

“Event of Default” means any of the events set forth in Section 8.1 of this Purchase and Use Agreement.

“Event of Nonappropriation” means the County’s failure, for any reason, to specifically budget and appropriate moneys to pay, or adopt an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, all Installment Payments due under this Purchase and Use Agreement, by [August 15] of the then current Fiscal Year or the County shall have provided written notice of its intention to do the same by [June 30] of the previous Fiscal Year. The existence or nonexistence of an Event of Nonappropriation shall be deemed to occur on (a) [August 15] of a year in which no such budget or ordinance shall have been adopted, or (b) any earlier date on which the County gives officials, specific written notice to the Corporation and the Trustee that the County will not appropriate funds in the next succeeding Fiscal Year for payment of Installment Payments; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein.

“Facilities Component” means an entire portion of the 2019 Facilities or an entire facility, including the main building or buildings and any related auxiliary buildings (and any furnishings and equipment located therein) together with the portion of the 2019 Real Property on which such facility is located.

“Fiscal Year” means the fiscal year of the County, currently beginning on each July 1 and ending on the succeeding June 30.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

“Hazardous Material” means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

“Installment Payments” means the payments to be paid by the County pursuant to Sections 4.1, 4.2 and 4.4 hereof, including Base Payments and Additional Payments.

“Net Proceeds” when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or any proceeds resulting from default under, or recovery under performance and payment bonds related to, any Acquisition or Construction Contract relating to the 2019 Projects, or

proceeds from any liquidation of any part of the 2019 Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney's fees and costs, incurred in the collection of such proceeds or award.

"Partition Consultant" means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public County Facilities and is not a full-time employee of the Trustee, the County or the Corporation.

"Partition Date" shall have the meaning given such term in Section 2.4 hereof.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2019 Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to perfect security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C.

"Project Fund" means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

"Purchase Option Price" means an amount equal to the amount required to defease or otherwise discharge the Bonds under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

"Purchase Price" means the sum of all Base Payments to be made hereunder, which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

"Security Documents" means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Bonds.

"Series 2019 Bonds" means the Corporation's \$[] Installment Purchase Revenue Bonds (Blythewood Park Project) Taxable Series 2019.

"State" means the State of South Carolina.

"Waiver Period" means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date on the later of (i) the next following December 1 or (ii) the date on which the 2019 Reserve Account becomes fully depleted by the Trustee pursuant to the provisions of Section 5.5 of the Trust Agreement (provided, however, that such 2019 Reserve Account is deemed to be fully depleted when insufficient funds remain therein to make the payments required to be made to the Holders of the applicable Bonds on the subsequent Bond Payment Date); provided, however, that the Waiver Period shall in no event extend beyond the December 1 next following the date of the occurrence of an Event of Nonappropriation.

SECTION 1.2 Terms Defined in the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary.

SECTION 1.3 County Representations, Warranties and Covenants. The County makes the following representations, warranties and covenants:

(a) The County is a body politic and corporate, and a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The County's actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the County or its properties are bound.

(b) The County is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The County will take such action as is necessary to assure that the 2019 Projects are acquired, constructed, improved and equipped. In the event the amounts available from proceeds from the Bonds appear to be insufficient for such purpose, the County will use its best efforts to take one or more of the following steps: (i) cooperate with the Corporation to make such modifications or changes in the 2019 Projects as will allow the cost thereof to be funded within the amount available from such Bond Proceeds, provided that the prior written consent of the Trustee shall be required to substantially reduce or alter the scope of the 2019 Projects; (ii) make arrangements with the Corporation for the sale of Additional Bonds; or (iii) provide for the payment of such costs from other sources legally available to the County.

(d) The County will take such action as is necessary to ensure that proceeds of the Bonds, other than amounts set aside in the Trust Agreement for payment of costs of issuance, funding of reserves or payment of interest, are applied solely for the payment of the costs of the 2019 Projects.

(e) Except as provided in the last paragraph under Section 2.1 hereof, no portion of the 2019 Facilities will be used in the trade or business of a person who is not a "political subdivision" within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.

(f) The amounts, if any, spent by the County from its own funds to pay costs of the acquisition, renovation, improvement and construction of the 2019 Projects for which the Corporation will repay the County from the tax-exempt portion of the Bond Proceeds, if any, were not expended more than 60 days prior to the date of adoption by the County Council of the ordinance authorizing the financing of the 2019 Projects, enacted [], 2019 ("Ordinance"), and expressing the intent to enter into this Purchase and Use Agreement, except with respect to certain preliminary expenditures for architectural, engineering, surveying, soil testing and similar costs.

(g) There is no fact that has not been disclosed to the Initial Purchaser or the Corporation which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the County, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under this Purchase and Use Agreement or the Base Lease.

(h) There are no proceedings pending or, to the knowledge of the County, threatened against or affecting the County, except as disclosed to the Initial Purchaser and the Corporation, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the County, or the corporate existence or powers or ability of the County to enter into and perform its obligations under this Purchase and Use Agreement or the Base Lease.

(i) The execution and delivery of this Purchase and Use Agreement and the Base Lease (collectively, the "County Agreements"), and the consummation of the transactions provided for herein and therein, and compliance by the County with the provisions of the County Agreements:

(1) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the County;

(2) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the County other than this Purchase and Use Agreement or any governmental restriction to which the County is a party or by which the County, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the County Agreements or the County's ability to perform fully its obligations under the County Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the County, its properties or operations are subject.

(j) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, and/or the passage of time or giving of notice or both, would constitute an Event of Default. The County is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the County with the terms hereof, or the Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(k) This Purchase and Use Agreement is a legal, valid and binding obligation and agreement of the County, enforceable against the County in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the County to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(l) The use and the operation of the 2019 Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2019 Facilities including, without limitation, Environmental Laws. The County has caused or will cause the 2019 Facilities to be designed in accordance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The County will operate or will cause the 2019 Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The County further covenants and agrees to comply in all material respects with, or use its reasonable efforts to cause other persons whose obligations it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2019 Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2019 Facilities, including building and zoning codes and ordinances (collectively, the "Legal Requirements"), provided that the County shall not be in default hereunder so long as the County promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the County commences and uses its diligent efforts to cause compliance with such Legal

Requirements, so long as the failure to comply does not subject the 2019 Facilities to any material danger of being forfeited or lost as a result thereof. The County possesses or will possess, and the County hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the 2019 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2019 Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the 2019 Facilities. The County covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the 2019 Facilities.

(m) The County has approved the Corporation and the issuance by the Corporation of the Bonds.

(n) The County has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(o) The officer of the County at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the County Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, budget items sufficient to pay all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(p) Reserved.

(q) Within 210 days of the end of the County's fiscal year, a copy of the audited financial statements of the County and a copy of an annual budget of the County shall be sent to the Trustee, provided, however, that if the County has knowledge that said audited financial statements will not be available within that timeframe, the County shall promptly so advise the Trustee, and shall further advise the Trustee of the expected date on which the same shall be available.

(r) The Trustee shall have the right to receive such additional information as it may reasonably request.

(s) The County will allow the Trustee to discuss the affairs, finances and accounts of the County or any information which the Trustee may reasonably request regarding the security for the Bonds with appropriate officers of the County, and will grant the Trustee access to the facilities, books and records of the County on any business day upon reasonable prior notice.

(t) The Trustee shall have the right, if the Trustee has a reasonable basis to believe that the financial position of the County has materially deteriorated or financial irregularities have occurred since the date of the most recently provided annual audit, or that such audit fails to accurately set forth the financial position of the County, to direct the County to cause to be prepared a financial report at the County's expense in form and content acceptable to the Trustee, and the County shall comply with such direction within 30 days after written notice of such direction from the Trustee; provided, however, that if compliance cannot occur within such period, then such period will be extended with the prior consent of the Trustee so long as compliance is begun within such period and diligently pursued.

SECTION 1.4 Corporation Representations, Warranties and Covenants. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the

Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each Acquisition and Construction Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed to the Initial Purchaser and the County, there is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To finance the 2019 Projects, the Corporation will enter into the Trust Agreement, pursuant to which it will issue the Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

(j) The Corporation covenants that it will not alter its Articles of Incorporation or its By-Laws in any manner without first providing the County and the Trustee an opinion of nationally-recognized bond counsel that such alteration will not cause the Bonds to become subject to registration under the Securities Act of 1933.

ARTICLE II INSTALLMENT SALE AND USE OF 2019 FACILITIES AND TERM HEREOF

SECTION 2.1 Installment Sale and Use of 2019 Facilities; Term. The Corporation hereby agrees to sell the 2019 Facilities to the County in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2019 Real Property and holds fee title, or will hold fee title upon the acquisition and construction thereof, to the 2019 Facilities. Upon each payment of Base Payments title to an undivided interest in the 2019 Facilities equal to that percentage of the Purchase

Price represented by such payment will transfer from the Corporation to the County without further action by either party.

In conjunction therewith, the Corporation hereby conveys and grants to the County an undivided interest in the 2019 Facilities, which undivided interest shall increase pro rata based on the percentage of the Purchase Price represented by each Base Payment. At the request of the County, the Corporation agrees to execute such quitclaim or special warranty deed(s) or bills of sale to the County indicating the undivided interest so acquired by the County.

Any prepayment of Base Payments which is used to redeem the Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the County shall be credited with an undivided interest in the 2019 Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the County shall have the exclusive right to occupy and use the 2019 Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on March 1, 2045.

During the term hereof, the County may permit other civic or charitable organizations or agencies of the State or any political subdivision thereof to use portions of the 2019 Facilities subject to the following limitations: (i) no agreement may be for a term in excess of one year; (ii) the 2019 Facilities shall not be used in any manner that interferes with the use of such property by the County for the purposes for which it was designed or is then being used; (iii) any such agreement shall expressly terminate upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iv) the County shall monitor all such use to ensure continued compliance with the provisions of the Tax Certificate and Section 5.3 hereof.

SECTION 2.2 Termination. The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation, such occurrence to be determined in accordance with the definition of such term given in this Purchase and Use Agreement, which Event of Nonappropriation is not thereafter duly waived;

(b) The purchase by the County of the 2019 Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) The occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII of this Purchase and Use Agreement; or

(d) March 1, 2045, which date constitutes the last day of the term hereof, or such later date as all Installment Payments due hereunder shall be paid.

Termination of this Purchase and Use Agreement shall terminate all obligations of the County under this Purchase and Use Agreement, including its obligations to pay future Installment Payments and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the County's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and

Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the County's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

SECTION 2.3 Holdover Terms. In the event the County fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the County shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the County delivers possession of the Corporation Facilities to the Corporation. The obligations of the County under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit or taxing power of the County within the meaning of any State constitutional or statutory provision.

SECTION 2.4 Surrender of Possession Upon Termination; Partition of Undivided Interests. Upon the occurrence of an Event of Default or an Event of Nonappropriation which results in termination hereof or upon termination of all rights of the County hereunder and at the written direction of the Trustee, the County and the Corporation shall proceed to partition the 2019 Facilities so that the percentage of undivided interests in the title to the 2019 Facilities will be converted, to the extent feasible, into like percentages of title to entire Facilities Components in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "Partition Date."

Division of 2019 Facilities. Within a reasonable time after the Partition Date, the Trustee shall propose the division of the 2019 Facilities. The Trustee may in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the 2019 Facilities. The Trustee and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate 2019 Facilities between the County and the Corporation in a fair and equitable fashion taking into account the following factors: (1) entire Facilities Components, if possible, will be assigned to each of the County and the Corporation; and (2) if portions of the 2019 Facilities and Facilities Components will be assigned to each of the Corporation and the County, the Trustee and the Partition Consultant, if selected, shall propose such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4).

Valuation of Facilities Components and 2019 Facilities. For purposes of any partition, the 2019 Facilities are valued in the respective amounts as set forth on Exhibit E and the percentage of the 2019 Facilities being purchased on an annual basis are also set forth on Exhibit E hereof, each subject to adjustment as stated on Exhibit E. In allocating the 2019 Facilities to the percentage of undivided interests in the entire 2019 Facilities to be conveyed to the County or retained by the Corporation, such values and percentages shall be used rather than the current market or other valuation of Facilities Components associated therewith.

Partial Divisions. In the event that the Trustee and the Partition Consultant, if selected, are unable to devise a partition that results in complete Facilities Components being assigned to the County or the Corporation, then such partition shall be made so as to provide the County's and the Corporation's respective interests to be allocated to Facilities Components in a manner consistent with other provisions of this Section 2.4. The portion of a Facilities Component which is property allocated to the County but is not a complete Facilities Component shall be designated as a "County Partial Facilities Component." With respect to a County Partial Facilities Component, the County may (i) continue to occupy the entire

Facilities Component which includes a County Partial Facilities Component if it agrees to make payments (as specified in Section 2.3) in amounts to be determined by the Trustee and the Partition Consultant, if selected, as the proper charge for use of the Corporation's interest in such Facilities Component ("Corporation Partial Facilities Component"); (ii) purchase the Corporation's interest in such Corporation Partial Facilities Component by the payment of the amount determined by the Trustee and Partition Consultant, if selected; or (iii) cede occupancy rights in the County Partial Facilities Component to the Corporation for the duration of the term of the Base Lease. In determining the purchase price if the County elects to purchase the Corporation's interest in a Corporation Partial Facilities Component, the Trustee and Partition Consultant, if selected, shall determine the prepayment amount that would be required under the second paragraph of Section 2.1 to result in a complete allocation of such Facilities Component to the County. In setting the payments to be made by the County if it chooses to continue to occupy the entire Facilities Component the Trustee and Partition Consultant, if selected, shall set a payment that is not less than the amount of total Base Payments allocable to such Facilities Component that would have been payable from and after the Partition Date if this Purchase and Use Agreement or the rights of the County hereunder had not been terminated.

Partition Report; Finality. The Trustee, and Partition Consultant, if selected, shall make a report regarding the division of the 2019 Facilities as soon as practicable after the Partition Date. In the discretion of the Trustee, the partition report shall be final and binding on all parties.

Instruments of Conveyance. Within a reasonable time (but in no event sooner than 30 or later than 60 days) after the partition report becomes final, the County and the Corporation shall exchange deeds or other instruments vesting title to such of the 2019 Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the County shall deliver up or cause to be delivered up peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2019 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear; provided, however, that in the event of a partial division, the terms relating to County Partial Facilities Components described above shall control. Any Facilities Component delivered to the Corporation in connection with such partition shall remain, at all times, subject to the terms of the Base Lease.

ARTICLE III THE 2019 PROJECTS; FINANCING

SECTION 3.1 Purchase and Installation or Construction of the 2019 Projects. The Corporation and the County acknowledge that the County will be responsible for any and all Acquisition and Construction Contracts necessary or appropriate for the purchase and installation, or for any renovation, construction, installation, restoration, and reconstruction, to be performed in connection with the completion of the 2019 Projects and the County shall be the agent of the Corporation for all such purposes. The County may install machinery, equipment and other tangible personal property in the 2019 Facilities and all such machinery, equipment and other tangible personal property acquired after the [Closing Date] will remain the sole property of the County.

SECTION 3.2 Administration of Acquisition and Construction Contracts. The County shall be responsible for preparing, administering, amending and enforcing the Acquisition and Construction Contracts to be entered into with respect to the 2019 Projects and for litigating or settling all claims thereunder. The County and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under the Acquisition and Construction Contracts and by law.

SECTION 3.3 Notices and Permits. The Corporation shall cooperate with the County to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2019 Projects. The County will defend and save the Corporation, the Trustee and their respective members, directors, officers, agents and employees harmless from all liabilities, damages or fines due to failure to comply therewith.

SECTION 3.4 Disbursements from the Project Fund.

(a) The Bond Proceeds shall be deposited by the Trustee into the Project Fund in accordance with Section 5.1 of the Trust Agreement. Thereafter, disbursements from the Project Fund shall be made for costs of the 2019 Projects and for such other purposes contemplated by Section 5.3 of the Trust Agreement.

(b) As provided in Section 5.3(c) of the Trust Agreement, the final requisition from the Project Fund shall contain, among other things, a Certificate of Acceptance of the County stating that the 2019 Projects have been substantially completed in accordance with the applicable Acquisition and Construction Contracts and other terms and conditions of the Purchase and Use Agreement and the 2019 Projects comply in all material respects with all applicable governmental regulations. Upon receipt of such Certificate of Acceptance, the Trustee shall apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement. As used in this paragraph, “substantial completion” of the 2019 Projects shall mean [title to the 2019 Projects has been transferred to the County], notwithstanding the fact that certain minor items of work remain to be done.

SECTION 3.5 Defaults Under Acquisition and Construction Contracts. In the event of any material default by a supplier, contractor or subcontractor under any of the Acquisition and Construction Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship or performance under any Acquisition and Construction Contract, the County and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the Acquisition and Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the County or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.6 Worker’s Compensation Insurance. The County and the Corporation shall take such steps as are necessary to ensure that worker’s compensation insurance is in force with respect to any Acquisition and Construction Contracts.

SECTION 3.7 Contractor’s Performance and Payment Bonds. The County and the Corporation shall take such steps as are necessary to ensure that performance and payment bonds regarding contractor’s performance and payment are provided in the same manner as would be applicable to any contracts of the County.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the performance and payment bonds remaining after deduction of expenses incurred in

such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the County and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.8 Contractor's General Public Liability and Property Damage Insurance. The County and the Corporation shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance with respect to the 2019 Projects are provided in the same manner as would be applicable to any contracts of the County.

SECTION 3.9 Proceeds of Insurance Policies. The Net Proceeds of any insurance policies required by Section 3.8 hereof or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the County or the Corporation of any amounts not to exceed \$100,000 theretofore paid by the County or the Corporation and not previously reimbursed to the County or the Corporation for actions taken by the County or the Corporation to restore damaged portions of the 2019 Facilities to a condition necessary to secure the 2019 Facilities and prevent further loss shall be paid into the Project Fund before the Completion Date or, if received thereafter, shall either be deposited as provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement; provided, however, such deposit shall not exceed the amount necessary to fulfill the obligations of the County under this Purchase and Use Agreement as determined by the Trustee.

SECTION 3.10 No Merger of 2019 Facilities. The Corporation and the County confirm that the 2019 Facilities shall be property of the Corporation and title thereto shall remain vested in the Corporation and shall not merge into the leasehold estate of the Corporation in the 2019 Real Property, except that title to said 2019 Facilities shall revert to and be vested in the County upon termination of the Base Lease. Undivided interests in the 2019 Facilities shall be conveyed to the County from time to time as Base Payments are made as contemplated hereby in accordance with Section 2.1, or following termination hereof pursuant to Section 2.4 hereof.

**ARTICLE IV
INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE**

SECTION 4.1 Installment Payments.

(a) Installment Payments to Constitute a Current Expense of the County. The Corporation and the County understand and intend that the obligation of the County to pay Installment Payments hereunder shall constitute a current expense of the County and is dependent upon lawful appropriations of funds being made by the County Council to pay Installment Payments due in each fiscal year hereunder, and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, moneys or credit of the County.

(b) Payment of Base Payments. (i) Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the County shall pay to the Trustee as assignee of the Corporation, Base Payments exclusively from moneys specifically budgeted and appropriated for such purpose, including proceeds of any general obligation bonds issued by the County for such purpose, in lawful money of the United States of America, which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D. Each payment of Base Payments shall be in consideration for the conveyance of title to an undivided interest in the 2019 Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of Base Payments, the County shall be entitled to the use and occupancy of all of the 2019 Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) Payment of Additional Payments. The County agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement of a transfer from a subaccount of the Reserve Account established for a particular series of Bonds (as defined in the Trust Agreement) to the applicable subaccount of the Facilities Purchase Account, within the period of time specified in Section 5.5(e) of the Trust Agreement, or payment by the Trustee on the Reserve Policy, an amount equal to the amount so transferred from the applicable subaccount of the Reserve Account to the applicable subaccount of the Facilities Purchase Account;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account established for a particular series of Bonds at the applicable Reserve Requirement as may be required pursuant to said Sections 5.5(e) and 5.7(i);

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the Trust Agreement, including without limitation the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts owed to the Trustee as provided for in the Trust Agreement.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2019 Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2019 Facilities, (iii) to obtain and maintain insurance for the 2019 Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the County fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) Credits. The County shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the County as Base Payments will be reduced by the amount of money in the applicable subaccount of the Facilities Purchase Account to be credited against those payments and representing Base Payments, including without limitation accrued interest on the Bonds to the extent such amounts will be used to make payments on the Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Facilities Purchase Account as and when needed for payment of such Base Payments, and, pursuant to Section 5.5(f) of the Trust Agreement, when amounts remaining in a Reserve Sub-account exceed the applicable Reserve Requirement, such excess amounts shall be transferred to the applicable Facilities Purchase Sub-account as and when needed for payment of such Base Payments.

(e) Continuation of Term by the County. The County has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that (1) it will pay the Installment Payments due or coming due hereunder to continue to use the 2019 Facilities and (2) it presently has legal authority to budget and appropriate such amounts in its annual budget, as limited by applicable law, and it presently has, and will have, adequate capacity to issue general obligation debt that does not require voter approval in amounts sufficient and at times to pay Base Payments when due. The County further represents that it presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times sufficient to make Base Payments when due; provided, however, that nothing herein shall be construed to limit the County from providing funds from other sources to pay Base Payments. The representations contained herein are subject to the ability of the County to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

SECTION 4.2 Installment Payments Not Subject to Reduction, Offset or Other Credits.

(a) The County and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair and upkeep expenses relating to the 2019 Facilities and the use of the 2019 Facilities which do not constitute Base Payments, or other obligations relating to the 2019 Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation, except for this Purchase and Use Agreement or the terms of the Base Lease, would ordinarily be required to pay as owner of the 2019 Facilities (regardless of whether the County as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the County as Additional Payments. The County acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2019 Facilities and the property associated therewith and the obligations of the County under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the County in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms of the Security Documents, that the County shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2019 Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the County shall, after prior written notice to the Corporation and the Trustee, at the County's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and the sale of the 2019 Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the County shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the 2019 Facilities or any part thereof by reason of such nonpayment or noncompliance.

(c) To the extent permitted by law, the County hereby agrees to indemnify, defend and hold the Corporation harmless from the payment of Additional Payments which may be deemed the obligation of the Corporation.

SECTION 4.3 Prepayment of Installment Payments. The County may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Sections 7.3 and 9.1 hereof, or at any time that the County so determines for the purpose of providing for the redemption of Bonds as provided in Section 4.1(a) of the Trust Agreement. The County shall notify the Trustee in writing of the dates on which the Bonds corresponding to any prepayment hereunder are to be redeemed and the amount to be redeemed on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment.

SECTION 4.4 Administrative Expenses. Subject to the provisions of Section 4.7 hereof, the County shall pay as Additional Payments (i) the periodic fees and reasonable expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Bonds, and (ii) any reasonable expenses, including reasonable attorneys' fees, incurred by the Corporation or the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

SECTION 4.5 Assignment of Purchase and Use Agreement, Manner of Payment. As security for and the source of payment of the Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4 and 5.5 hereof. The County consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The County covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the County under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the County may have with the Corporation or the Trustee.

SECTION 4.6 Limited and Special Obligation of the County. UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THIS PURCHASE AND USE AGREEMENT MAY BE TERMINATED AS OF THE END OF THE LAST FISCAL YEAR WHICH IS NOT AFFECTED BY SUCH EVENT OF NONAPPROPRIATION, AND THE COUNTY SHALL NOT BE OBLIGATED TO

MAKE PAYMENT OF THE INSTALLMENT PAYMENTS PROVIDED FOR IN THIS PURCHASE AND USE AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED HEREIN). If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2 hereof, the County agrees to peaceful delivery of that portion of the 2019 Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

THE OBLIGATIONS OF THE COUNTY TO MAKE INSTALLMENT PAYMENTS REQUIRED UNDER THIS ARTICLE IV AND OTHER SECTIONS HEREOF, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS PURCHASE AND USE AGREEMENT. Notwithstanding any dispute involving the County and any of the Corporation, contractor, subcontractor, or supplier of materials or labor, or any other person, the County shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the County assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement. The County's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The County agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2019 Facilities, failure of the Corporation to complete the acquisition, construction, or installation of the 2019 Projects, failure of the County to occupy or to use the 2019 Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2019 Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2019 Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2019 Facilities or in the suitability of the 2019 Facilities for the County's purposes or needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2019 Facilities, the taking by eminent domain of title to or the use of all or any part of the 2019 Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement. Nothing contained in this paragraph shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the County may institute such action against the Corporation as the County may deem necessary to compel performance so long as such action does not abrogate the County's obligations under this Purchase and Use Agreement. The County may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the County and to take all action necessary to effect the substitution of the County for the Corporation in any such action or proceeding if the County shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the County's obligation to pay installment payments hereunder as set forth above.

THE OBLIGATIONS OF THE COUNTY UNDER THIS PURCHASE AND USE AGREEMENT SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF

THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 4.7 Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If an Event of Nonappropriation occurs and is not waived, the County shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, however, that, subject to the limitations of Section 4.6 hereof and this Section 4.7, the County shall continue to be liable for Installment Payments (a) accrued prior to the beginning of such Fiscal Year, and due hereunder, and (b) allocable to any period during which the County shall continue to occupy the Corporation Facilities as provided in Section 2.3 hereof.

(b) If the County delivers official, specific written notice to the Corporation and the Trustee that it will not appropriate funds in the next succeeding Fiscal Year for payment of Installment Payments, the Trustee shall immediately give written notice to the County and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) Subject to Article VIII hereof and the provisions of subsections (d) and (e) hereof, this Purchase and Use Agreement will be terminated pursuant to Section 2.2 hereof.

(d) Subject to Article VIII hereof and the provisions of subsection (e) hereof, the Corporation or the Trustee may waive any Event of Nonappropriation which is cured by the County within a reasonable time if the Waiver Period has not expired and in the Trustee's judgment such waiver is in the best interest of the Holders of the Bonds.

(e) Subject to Article VIII hereof and notwithstanding the provisions of subsection (d) hereof, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (a) of the second sentence of the definition thereof) which is cured by the County's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year.

The County, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities by the later of (a) the expiration of the Fiscal Year during which an Event of Nonappropriation occurs if such Event of Nonappropriation occurs by specific written notice thereof or the [November 16] following the [November 15] on which the County shall fail to specifically budget and appropriate sufficient moneys (including the adoption of an ordinance authorizing the issuance of general obligation bonds, proceeds of which will be used) to pay the Installment Payments hereunder or (b) when required by the last paragraph of Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such occurs by notice, or the [November 16] following the [November 15] on which the County fails to specifically budget and appropriate sufficient moneys (including the adoption of an ordinance authorizing the issuance of general obligation bonds, proceeds of which will be used) to pay the Installment Payments hereunder, the Trustee may or shall, as the case may be, proceed to exercise its remedies, liquidate its

interest in this Purchase and Use Agreement or lease the 2019 Facilities as provided in Section 8.2 of this Purchase and Use Agreement, provided, however, that the 2019 Facilities shall always be operated for a civic or a public purpose as provided in Section 4.1 of the Base Lease to the extent such requirement continues to be applicable under State law. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Trustee, its assigns or its lessee.

ARTICLE V COVENANTS OF THE COUNTY

SECTION 5.1 Maintenance and Operation of 2019 Facilities; Transfers.

(a) Subject to Sections 4.6 and 4.7 herein, the County covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, operate the 2019 Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2019 Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the 2019 Facilities may be properly and advantageously conducted. This covenant shall not prevent the County from discontinuing operation of the 2019 Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof, prior to payment of the Bonds in full, the County shall not sell, transfer, lease, sublease or otherwise dispose of all or any portion of the 2019 Facilities, or its interests under this Purchase and Use Agreement, except to another governmental entity, as defined under the laws of the State, which assumes in writing all obligations of the County under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

(c) Notwithstanding any other provision hereof to the contrary, the County may provide for the exchange of any asset comprising the 2019 Facilities ("Released Facility") for another County facility and the real estate on which such facility ("Exchange Facility") is located if: (i) the County provides the Trustee an appraisal showing that the proposed Exchange Facility has a value equal to or greater than the proposed Released Facility; (ii) the County certifies to the Trustee that the Exchange Facility is necessary or desirable to the operations of the County and that the remaining useful life of the Exchange Facility is not less than the remaining useful life of the Released Facility; (iii) the County certifies to the Trustee that the exchange is necessary to facilitate either the sale or other disposition of the Released Facility or the conversion of its use to another purpose other than use by the County as a county facility; and (iv) the Trustee consents in writing thereto.

SECTION 5.2 Liens on 2019 Facilities. The County shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2019 Real Property or the 2019 Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

SECTION 5.3 Reserved.

SECTION 5.4 Reports and Opinions; Inspections.

(a) The County shall deliver to the Trustee and the Corporation, within 90 days after the end of each Fiscal Year, a certificate stating that no Event of Default under this Purchase and Use Agreement has occurred and is continuing and that the 2019 Facilities are being used in accordance with the terms of this Purchase and Use Agreement.

(b) The County shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2019 Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably require.

SECTION 5.5 Immunity of Corporation and Trustee; Indemnification. In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the County for any action taken or omitted with respect to the 2019 Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the County for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person. To the extent permitted by law, the County shall defend the Corporation and any of its members, directors, officers, employees or agents and save them harmless against any liability, including expenses and legal or other fees, intended to be precluded by this Section 5.5 resulting from acts or omissions of the County or from acts or omissions of the Corporation or any of their members, directors, officers, employees or agents in connection with any acts taken pursuant to this Purchase and Use Agreement, except for fraud, deceit, or acts taken in bad faith or which are negligent.

SECTION 5.6 Compliance with Laws; Consolidation or Merger.

(a) With respect to the 2019 Facilities and any additions, alterations, or improvements thereto, the County will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the County shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

(b) Nothing in this Purchase and Use Agreement shall be construed to prevent the County from combining with one or more counties (as defined under the laws of the State) not parties to this Purchase and Use Agreement to form a consolidated or a merged county, provided that the consolidation or merged county enters into a written supplement, joined in by the Corporation, whereunder the consolidated or merged county assumes payment of Installment Payments and all other obligations of the County hereunder, thereupon such consolidated or merged county shall replace and become the County for all purposes of this Purchase and Use Agreement.

SECTION 5.7 Insurance and Condemnation Proceeds. The County shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the 2019 Facilities in excess of \$250,000 without the written consent of the Trustee except as may be required by the terms of the Security Documents or of any Permitted Encumbrances existing on the date hereof.

SECTION 5.8 Filing of Budget with Trustee. During the term of this Purchase and Use Agreement, the County shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the County for that Fiscal Year and, within fifteen days of adoption thereof, a copy of any bond ordinance, proceeds of which are to be used to pay Installment Payments.

SECTION 5.9 Alterations of the 2019 Facilities; Removals. The County, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the 2019 Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2019 Facilities. Any such changes shall not become and shall not be deemed to constitute part of the 2019 Real Property or the 2019 Facilities as the case may be.

In this connection, the County may remove any items of personal property constituting a part of the 2019 Facilities financed by a source of funds other than Bond Proceeds, provided that such removal of the personal property shall not materially diminish the value of the 2019 Facilities.

In the case of any removal as provided above or any removal of County property not constituting 2019 Facilities, the County shall repair any damage resulting from such removal.

SECTION 5.10 Annual Disclosure. [To be updated depending on method of sale.]

ARTICLE VI INSURANCE

SECTION 6.1 Types of Insurance and Coverage Requirements.

(a) The County shall, commencing with the date that any items of personal property comprising the 2019 Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the 2019 Facilities, on all such improvements to the 2019 Facilities, maintain, as applicable, all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2019 Facilities, with such deductible provisions as are acceptable to the Trustee. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and each policy shall be in an amount equal to the replacement value of the 2019 Facilities; provided that, on the third anniversary of the execution of this Purchase and Use Agreement and every three years thereafter, the County shall cause the preparation and pay for the expense of a certification of the maximum full insurable value of the 2019 Facilities by an independent insurance agent or a person or company knowledgeable in such matters and shall deliver the same to the Trustee.

(b) The County shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness,

disability or death of employees in amounts at least equal to those carried by institutions of similar size and nature.

(c) The County shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$800,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$250,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$500,000, excluding liability imposed upon the County by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear.

(d) All policies of insurance required hereunder shall be written by the South Carolina Insurance Reserve Fund, companies rated not lower than "A" by A. M. Best Company or in one of the three highest rating categories by S&P Global Ratings ("S&P") or Moody's Investors Service, Inc. ("Moody's"), or by companies acceptable to the Trustee, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The County may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The County covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation and the Trustee at all reasonable times. Certificates of insurance describing such policies shall be furnished by the County to the Corporation and the Trustee when such policies are required to be obtained by this Section 6.1 and at least 10 days prior to the expiration of each of such policies. The County shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the County or it shall cause the same to be so furnished. In the event that the County fails to maintain any insurance as provided in this Section 6.1, the Trustee may, upon such notice to the County as is reasonable under the circumstances, procure and maintain such insurance at the expense of the County (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

SECTION 6.2 Self-Insurance Approval. If, at the time of execution of this Purchase and Use Agreement, the County self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation and the Trustee.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

SECTION 7.1 Damage, Destruction and Condemnation. If, during the term of this Purchase and Use Agreement, (i) the 2019 Facilities or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2019 Facilities or any portion thereof or the estate of the County or the Corporation (as applicable) in the 2019 Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a

material defect in construction or installation of the 2019 Facilities or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2019 Facilities shall be lost by reason of a defect in title thereto, then the County shall be obligated, subject to the option provided in Section 7.3 hereof and the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

SECTION 7.2 Obligation to Repair or Replace the 2019 Facilities. Subject to the provisions of Section 7.3 hereof, the County, the Corporation and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited as provided in Sections 3.5, 3.7 or 3.8, as the case may be, hereof prior to the Completion Date or, after the Completion Date, in a separate trust fund designated as the “Net Proceeds Fund” which the Trustee is hereby directed to establish in such event. Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2019 Facilities by the County upon receipt of requisitions acceptable to the Trustee signed by an authorized official of the County stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the County shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the County in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized purpose of the County as directed in writing by the County. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the 2019 Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2019 Facilities referred to above, the County shall be responsible, subject to the option contained in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds. In this connection, the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this paragraph, the County shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Bonds, nor shall the County be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

SECTION 7.3 Discharge of Obligation to Repair or Replace the 2019 Facilities. If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the 2019 Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the 2019 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2019 Facilities or any portion thereof that renders the 2019 Facilities or such portion unusable by the County for its intended purposes, (c) all or substantially all of the 2019 Facilities relating to a particular building is taken by eminent domain or (d) the County is deprived of the use of any part of the 2019 Facilities by reason of a defect in title thereto, the County may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem the

Bonds at the earliest practicable date pursuant to Section 4.1(b)(1) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment. Upon any such prepayment of the Bonds, title to the affected part of the 2019 Facilities shall be deemed transferred to the County and in the event of any future partition under Section 2.4 hereof, such affected part of the 2019 Facilities shall be automatically assigned to the County. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of all Bonds, all Bonds shall be redeemed, title to all the 2019 Facilities shall be transferred to the County and any amounts not required for the redemption of the Bonds and payment of other expenses and amounts under the Trust Agreement shall be paid to the County.

SECTION 7.4 Cooperation of the Parties. The Corporation, the County and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 or 7.3 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2019 Facilities or any portion thereof and in the enforcement of all warranties relating to the 2019 Facilities. The Corporation hereby designates the County as its agent for the purpose of making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2019 Facilities or any portion thereof without the written consent of the County and the Trustee.

ARTICLE VIII DEFAULTS AND REMEDIES

SECTION 8.1 Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the County to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision);

(b) failure by the County to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of 2019 Facilities at the times required;

(c) failure by the County to make any payment required to be made pursuant to Section 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within 10 days after the same is due;

(d) failure by the County to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the County by the Trustee;

(e) if any of the representations and warranties of the County hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made;

(f) failure by the County promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the County shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment);

(g) if the County shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the County or of property of the County, or (ii) admit in writing the inability of the County to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated as bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code; or

(h) if there shall have occurred an event of default under any Supplemental Purchase and Use Agreement or with respect to any series of Additional Bonds.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the County shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the County contained in Articles IV and VI of this Purchase and Use Agreement, the County shall not be deemed in default during the continuance of such inability. The County agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the County from carrying out its agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County.

SECTION 8.2 Remedies. Subject at all times to the rights of the County under Section 2.1 hereof as to portions of the 2019 Facilities it has so acquired, whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee may terminate the term of this Purchase and Use Agreement and shall give notice to the County to vacate the Corporation Facilities within 30 days from the date of such notice. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) hereof and the County shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7 hereof.

The Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the 2019 Facilities under the Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.

In addition, the Trustee may, or at the direction of the Holder of the Outstanding Bonds shall, without any further demand or notice, and subject to the terms of the Base Lease, including without limitation, the provisions in Section 4.1 of the Base Lease which provide that the Corporation Facilities shall always be operated for a civic or public purpose to the extent such requirement continues to be applicable under State law, take one or both of the following additional remedial steps:

(i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or

(ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, (1) in the event of termination of the County's interest in any portion of the 2019 Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, and the payment in full of amounts owed to the

Trustee, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Trustee, its assigns or its lessee and (2) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the County, as the case may be, to waive such Event of Nonappropriation.

SECTION 8.3 Limitations on Remedies. A judgment requiring a payment of money may be entered against the County by reason of an Event of Default or Event of Nonappropriation only as to the County's liabilities described in Section 10.1 of this Purchase and Use Agreement.

SECTION 8.4 Cumulative Rights. No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the County of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

SECTION 8.5 Discontinuance of Proceedings. In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the County, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the County, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

ARTICLE IX CONVEYANCE OF THE 2019 FACILITIES

SECTION 9.1 Optional Purchase of the 2019 Facilities.

(a) Purchase in Full. The County is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the 2019 Facilities not theretofore acquired by the County at any time upon payment by the County of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the County from its obligation to pay Administrative Expenses as provided in Section 4.4 hereof until the Bonds have been fully discharged and the Trust Agreement terminated. The County shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all of its remaining interest in the 2019 Facilities to the County in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. On or after [], the County is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for

the purpose of having such prepayments credited towards the purchase price of the 2019 Facilities. The County shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

SECTION 9.2 Manner of Conveyance.

(a) Complete Conveyance. At the closing of any purchase or other conveyance of all of the 2019 Facilities pursuant to Section 9.1 (a) of this Purchase and Use Agreement, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the County all necessary documents assigning, transferring and conveying all interest to the 2019 Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the County, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the County.

(b) Partial Conveyance Resulting from Partition. Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the County all necessary documents assigning, transferring and conveying all interest in the County Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the County Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the County, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the County.

(c) Partial Conveyance Resulting from Prepayment. Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

**ARTICLE X
MISCELLANEOUS**

SECTION 10.1 Limitation of Liability of the Corporation and the County. Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default by either the Corporation or the County hereunder or under the Trust Agreement, any liability of the Corporation or the County shall be enforceable only out of its interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the County through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement or the Bonds, against any other property of the Corporation or the County or against any officer or employee, past, present or future, of the Corporation or the County or any successor body as such, either directly or through the Corporation or the County or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the County shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the County hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the County against the Corporation or the Corporation against the County or any of the property now or hereafter owned by it or either of them.

SECTION 10.2 Surrender of Possession Upon Termination. Upon termination hereof or upon termination of all rights of the County hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the County covenants that it will deliver up or cause to be delivered up peaceable possession of such of the 2019 Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2019 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

SECTION 10.3 Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties as follows:

If to the County:
Richland County, South Carolina
ATTN: County Administrator
2020 Hampton Street
Columbia, SC 29204

If to the Corporation:
Richland Facilities Corporation
Attention: President
[]

(with copy to the County as described above, which does not constitute notice)

(and with a copy to, which does not constitute notice)

Emily S. Luther
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

If to the Trustee:
[U.S. Bank National Association]

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, or the County to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

The Trustee is entitled to written notice of an Event of Default, no more than five Business Days after either the County or the Corporation has actual knowledge of the Event of Default.

SECTION 10.4 Assignments. Except as expressly provided in the Trust Agreement, this Purchase and Use Agreement may not be assigned by either of the parties without the written consent of the other party and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

SECTION 10.5 Severability. In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

SECTION 10.6 Amendments. The County and the Corporation may, with the prior consent of the Trustee, but without the consent of the Holder of any Bond, enter into any amendments at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the County herein contained, or to surrender any right or power herein reserved to or conferred upon the County; or
- (d) To increase the Base Payments hereunder to enable the County to proceed to acquire and install additional assets in addition to the 2019 Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or
- (e) To reflect a change in applicable law; or
- (f) To make any amendments required by Moody's or S&P as a condition to rating the Bonds.

The County and the Corporation may, with notice to but without the prior consent of the Trustee, and without notice to or the consent of the Holder of any Bond, enter into any amendments at any time and from time to time (i) amend the 2019 Projects in Exhibit A, (ii) to add Additional Real Property to the description in Exhibit B, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) under the conditions specified in Section 5.1(c) hereof, to delete 2019 Real Property in connection with a substitution of other 2019 Real Property, (iv) to release property from the description of the 2019 Real Property described in Exhibit B, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (v) to revise the description of Permitted Encumbrances specified in Exhibit C in connection with the foregoing amendments.

All other amendments must be approved by the Trustee and, if and to the extent required by the Trust Agreement, the consent of the Holders of the Bonds.

The Trustee shall receive prior written notice of all such amendments.

SECTION 10.7 Successors and Assigns. All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. To the extent that this Purchase and Use Agreement confers upon, gives or grants to the Trustee any right, remedy or claim under or by reason of this Purchase and Use Agreement, the Trustee is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

SECTION 10.8 Applicable Law. This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

SECTION 10.9 Recordation. At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

SECTION 10.10 Execution in Counterparts. This Purchase and Use Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS the due execution of this Purchase and Use Agreement, effective, as of the day and the year first mentioned above.

(SEAL)

RICHLAND COUNTY, SOUTH CAROLINA

WITNESS:

By: _____
County Council Chair
Richland County, South Carolina

Attest: _____
Clerk to County Council
Richland County, South Carolina

(SEAL)

RICHLAND FACILITIES CORPORATION

By: _____
President

Attest: _____
Secretary

EXHIBIT A
2019 PROJECTS

2019 Projects

Acquiring, improving and equipping certain real property on which the County will develop a commercial and industrial park to further the economic development of the County.

EXHIBIT B

**LEGAL DESCRIPTION OF THE 2019 REAL PROPERTY AND ANY ADDITIONAL REAL PROPERTY
(AS MAY BE AMENDED ACCORDING TO SECTION 10.6 OF THIS PURCHASE AND USE AGREEMENT)**

[NOTE: Only one of these properties will be pledged]

TMS No. R11406-04-01
2020 Hampton Street (County Administration Building)

[Legal Description to Come]

TMS No. R11614-07-06
3220 Two Notch Rd. (Richland County Department of Social Services Building)

[Legal Description to Come]

EXHIBIT B-1
2019 FACILITIES

All existing improvements located on the 2019 Real Property and any Additional Real Property.

EXHIBIT C
PERMITTED ENCUMBRANCES

Any mortgages, liens, financing statements, security interests, easements, leases, restrictive covenants, agreements, options, claims, clouds, encroachments, rights, taxes, assessments, mechanic's or materialmen's liens (inchoate or perfected), and other encumbrances of any nature whatsoever, of record.

EXHIBIT D
BASE PAYMENTS SCHEDULE

[INSERT]

EXHIBIT E
VALUATION OF 2019 FACILITIES*

[INSERT]

*AFTER THE COMPLETION DATE AND THE FILING OF THE ACCEPTANCE CERTIFICATE IN ACCORDANCE WITH SECTION 3.04 HEREOF, THE ASSIGNED VALUES OF THE 2019 FACILITIES AND THE PERCENTAGES THEREOF BEING PURCHASED SHALL BE RECALCULATED BASED UPON FINAL CONSTRUCTION COSTS OF THE 2019 FACILITIES. NUMBERS MAY NOT ADD DUE TO ROUNDING.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-18 related to payment of fees and service charges by tax exempt entities

Notes:

July 23, 2019- The committee recommended Council approve the ordinance provided by Legal, but to exempt churches and houses of worship from the ordinance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SO ADD SECTION 1-18 RELATED TO PAYMENT OF FEES AND SERVICE CHARGES BY TAX EXEMPT ENTITIES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of Sec 1-18, which shall read as follows:

Sec. 1-18. Payment of fees and service charges by tax exempt entities.

Unless otherwise provided by state law, all tax-exempt entities shall pay all fees and service charges enacted by council, regardless of such tax-exempt status; provided, however that for services other than water, sewer, and trash collection, this section shall not apply to tax-exempt houses of worship.

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.

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

Columbia Housing Authority Vehicle Donation

Notes:

July 23, 2019 – The committee recommended Council approve the donation of four retired Richland County Sheriff's Department vehicles to the Columbia Housing Authority for use by their police personnel.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Chair Joyce Dickerson and Members of the Committee
Prepared by: Bill Peters, Manager, Fleet
Department: Risk Management
Date Prepared: June 07, 2019 **Meeting Date:** June 25, 2019

Legal Review	Elizabeth McLean via email	Date:	June 18, 2019
Budget Review	James Hayes via email	Date:	June 12, 2019
Finance Review	Stacey Hamm via email	Date:	June 11, 2019
Other Review:	Jennifer Wladischkin via email	Date:	June 18, 2019
Approved for Council consideration:		Acting County Administrator	John M. Thompson, Ph.D., MBA, CPM
Committee	Administration & Finance		
Subject:	Vehicle Donation to the Columbia Housing Authority		

Recommended Action:

Council is requested to approve the donation of four retired RCSD vehicles to the Columbia Housing Authority.

Motion Requested:

I move to approve the donation of four retired Richland County Sheriff’s Department vehicles to the Columbia Housing Authority for use by their police personnel.

Request for Council Reconsideration: Yes

Fiscal Impact:

These units have been replaced and would normally be sold at auction. The fiscal impact would be the loss of auction revenue for their sale. Although the return varies depending on the particular unit sold, the average return to the County would be around \$1,500 - \$2,000 per unit.

Motion of Origin:

This is a staff initiated request, at the request of the Columbia Housing Authority.

Council Member	
Meeting	
Date	

Discussion:

The Columbia Housing Authority (CHA), in need of four units for their police department, has requested the County to donate retired Richland County Sheriff's Department vehicles. The attached letter detailing the request from the CHA Executive Director, Mr. Gilbert Walker, was delivered to the County Fleet Manager. County Fleet will identify four units that may be acceptable for reissue to the CHA for their use should County Council authorize the donation.

Attachments:

1. Correspondence from the Columbia Housing Authority



THE HOUSING AUTHORITY

of the City of Columbia, South Carolina
1917 HARDEN STREET • COLUMBIA, S.C. 29204-1015
TELEPHONE (803) 254-3886
TDD (803) 256-7762

Attachment 1

April 5, 2019

Office of Risk Management
400 Powell Road
Columbia, SC 29203

Re: Donated Vehicles

Dear Sir:

This is a formal request letter to the Richland County Council requesting four vehicles to be donated to the Columbia Housing Authority from Richland County.

According to Mr. Bill Peters, two Ford 2014 Taurus vehicles have already been identified and are waiting to be brought into the maintenance shop to be looked over. Also, we are requesting possibly two Chevrolet Tahoe sport utility vehicles.

Again, thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "G Walker".

Gilbert Walker
Executive Director

aml

Richland County Council Request for Action

Subject:

South Edisto Project Funding: Use of CDBG funds

Notes:

July 23, 2019 – The committee forwarded this item without a recommendation.



Agenda Briefing

To: Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: June 03, 2019 **Meeting Date:** June 25, 2019

Legal Review	Elizabeth McLean via email	Date:	June 19, 2019
Budget Review	James Hayes via email	Date:	June 18, 2019
Finance Review	Stacey Hamm via email	Date:	June 18, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Homes of Hope/South Edisto Project		

Recommended Action:

Staff recommends:

1. Approve the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals; OR
2. Deny the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals.

Motion Requested:

Motion options:

1. Move to approve the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals; OR
2. Move to deny the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds are available in CDBG FY18 grant budget – Housing Revitalization (5267) and Construction (5322) – for the \$350,000 request.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The Homes of Hope/South Edisto Project is a proposed \$5.3 million joint affordable rental housing project between the City of Columbia, Richland County, and Homes of Hope, Inc. to develop 29 rental units for families or individuals earning less than 100% of the Area Median Income (AMI) located near Edisto Discovery Park within the City of Columbia’s jurisdictional limits. Eight (8) of these units are designated for families or individuals earning less than 80% of AMI. Homes of Hope, Inc. is requesting \$350,000 in Community Development Block Grant (CDBG) funds from Richland County in the form of a one-time grant, which will be used for land acquisition for the project.

The U.S. Department of Housing and Urban Development (HUD) approved Richland County’s CDBG and HOME 2018-2019 Annual Action Plan, which identified this project for funding in FY2018-2019. However, the project was not identified for funding in the FY2018-FY2019 Annual Action Plan Budget for CDBG funds as approved by County Council on July 10, 2018.

The former Community Development Division Manager issued a commitment letter to Homes for Hope, Inc. on August 27, 2018 for the requested funds contingent upon several conditions. Homes for Hope, Inc. responded via email to the commitment letter accepting the conditions for funding. A revised commitment letter was issued on March 28, 2019 with one additional condition for funding. County staff has verified that Homes for Hope, Inc. has satisfied three out of the four conditions.

The following list represents the funding partners and other sources of funding for the project:

1. The City of Columbia committed \$601,949, \$300,975 of which is a forgivable grant and the remaining \$300,974 is a loan with an amortization term of 30 years at 1 percent interest with a 20-year balloon note.
2. Homes of Hope (HOH) Equity is investing \$400,000 with no expectation of reimbursement to the equity fund.
3. The seller of the land, CDC, Inc., committed \$278,000 in the form of a loan with an amortization term of 20 years at 3 percent interest.
4. Capital Bank committed the remaining project funds in the amount of \$3,705,051 in the form of a loan with an amortization term of 25 years at 4.79 percent interest.

Attachments:

1. Homes of Hope, Inc. Request for Funding Letter (May 28, 2019)
2. Richland County CDBG and HOME 2018-2019 Annual Action Plan (page 45-46)
3. Council Minutes July 10, 2018 (page 18)
4. FY2018-2019 Annual Action Plan Budget approved by Council
5. Homes of Hope, Inc. Commitment Letter (August 27, 2018)

6. Homes of Hope, Inc. Commitment Letter Acceptance Email (September 13, 2018)
7. Homes of Hope, Inc. Revised Commitment Letter (March 28, 2019)
8. Homes of Hope/South Edisto Project Budget
9. Funding commitment letter signed by Director Voignier
10. Acceptance of funding signed by Homes of Hope
11. Survey black lined
12. Homes of Hope, Inc. North Option
13. Homes of Hope, Inc. South Option
14. Edisto Street Frontage elevations
15. TMS & Addresses

May 28, 2019

Clayton Voignier, CCEP, CGAP
Director—Richland County Government
Community Planning & Development Department
2020 Hampton St.
P.O. Box 192
Columbia, SC 29202

Clayton,

Thank you for all that you and your staff and department do for Richland County and its citizens. I am pleased to have the opportunity to be associated with the great work you have done, and are doing.

Per your request today in our conversation today, and per our work with Valeria over the past 12 months, this is a formal written request for support of our affordable housing development called Edisto Place in the amount of a \$350,000 CDBG grant, that was previously committed via letter dated 3/28/19. And while this support had already been given us via this same letter, and per numerous conversations and emails and meetings, we understood then that it was contingent upon final approval by County Council, and thus we understand now that this process will still have to take place.

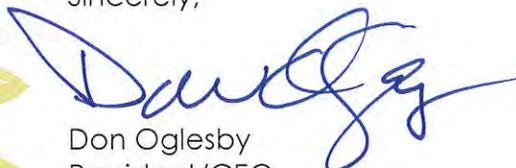
Our plan, as you know, will be to develop 29 housing units affordable to families/individuals earning less than 100% AMI for Richland County, with 8 of them affordable to families earning less than 80% AMI. It is understood that these 8 units for families earning less than 80% AMI will be the units that the CDBG funds will be used for, via land acquisition, which is an eligible cost for CDBG funds.

You are in possession of our development budget which also shows sources and uses of funds and shows the CDBG funds going towards site acquisition.

We also look forward to working with you to develop partnerships with local organizations that would potentially participate in the project such as local contractors, property managers, etc.

Thank you for your consideration of this request.

Sincerely,



Don Oglesby
President/CEO
Homes of Hope, Inc.

	Needs Addressed	
	Funding	HOME: \$72,203
	Description	Administration
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	HOME Program Management
15	Project Name	Shakespeare Crossing - Phase 3 (Infrastructure) Carryover Funds
	Target Area	Trenholm Acres/New Castle
	Goals Supported	Affordable rental housing
	Needs Addressed	Public improvements and infrastructure
	Funding	Entitlement: \$210,000
	Description	Infrastructure improvements for a 20 plus affordable housing project
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	up to 20 affordable housing units will be provided infrastructure improvement assistance
	Location Description	
	Planned Activities	Infrastruture improvements
16	Project Name	Homes For Hope/South Edisto Project
	Target Area	County-wide
	Goals Supported	Affordable rental housing
	Needs Addressed	Revivification of dilapidated/abandoned properties Production of new affordable housing units
	Funding	Entitlement: \$350,000
	Description	A collaborative effort of City and County for
	Target Date	9/30/2019

Estimate the number and type of families that will benefit from the proposed activities	Mixed Income Single Detached Housing Units of 24 units of which will be for 80% and below LMI
Location Description	Edisto Court, Edisto Research Park, Adjacent to Rosewood Hills Community (A CHA Planned Development)
Planned Activities	Acquisition and other soft costs for units that are for mixed use housing



Richland County Council
Special Called
July 10, 2018 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trenia Bowers, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Ismail Ozbek, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Synithia Williams, Art Braswell, Stephen Staley, Shahid Khan, Michelle Rosenthal, Jamelle Ellis, and Bryant Davis

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

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson praised the Lord for all of the people getting out of the cave in Thailand.

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

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

4. **APPROVAL OF MINUTES**

- a. Budget – 2nd Reading: June 14, 2018 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as published.

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

The vote in favor was unanimous.

- b. Regular Session: June 19, 2018 –Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as published.

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

The vote in favor was unanimous.

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- c. Zoning Public Hearing: June 26, 2018 – Ms. Myers moved, seconded by Mr. Malinowski, to approve the minutes as published.

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

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** –Mr. Smith stated the following item needs to be added under the Report of the Attorney for Executive Session: Pending Litigation - Richland County, et. al. vs. South Carolina Department of Revenue.

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

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

The vote in favor was unanimous.

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

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission
- c. Contractual Matter: 911 Communications Center
- d. Richland County, et. al. vs. South Carolina Department of Revenue
- e. County Administrator Search Firms
- f. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- g. Personnel Matter: Clerk to Council Contract

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:** No one signed up to speak.

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Health Savings Account –Dr. Yudice stated this item is the Health Savings Account for the upcoming health insurance plan year. The County will be expanding options for County employees by offering a Health Savings Account (a/k/a HSAs). These accounts have greater flexible over how employees use their healthcare dollars. They also provide tax advantages to save for future medical expenses. The contributions are made directly to an IRS approved trustee administering the account. The contributions can earn tax free interests. Employees can use these funds for qualified medical expenses. If funds are used by non-medical expenses, there is a 10% tax penalty for employees younger than 65 years. This is an additional benefit for County employees, in addition to the 2 health plans we have, the standard and the buy-up plan.

Ms. Dickerson inquired if this is the one where you can pay into it and when you have some additional expenses the insurance does not pay, you can use the card to pay for those medical expenses.

**Special Called
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Mr. Hanna stated it is, but this also has some additional options. Both the employer and employee can contribute to this type plan. Also, this is a plan that is portable. It belongs to the employee, so the employee can take these funds with them, if they decided to leave the County. They can also be used for other purposes, after you turn 65.

Ms. McBride stated, at one time, they had a health spending account where at the end of the year you would lose your money. With this it rolls over, so you never have to worry about losing your money.

Mr. Hanna responded in the affirmative. Unless, and until, you spend it, it remains your money. As Dr. Yudice said, this is an additional option, so employees can still select the buy-up plan or the standard plan. They can also still select the flexible spending account we have now.

Mr. Livingston inquired if this is a 100% employee contribution.

Mr. Hanna stated the IRS provides the option for the employee or the employer to contribute to the Health Savings Account.

Mr. Livingston inquired as to what our plan is doing.

Mr. Hanna stated they have not finalized the selection. We plan to recommend offering County contributions, if the savings will, at least, equal to the County's contributions. The Health Savings Plan costs less than the standard or the buy-up plan because the deductibles are higher, so it would be a lower costs for both the County and the employee.

- b. Transportation Penny Interns – Dr. Thompson introduced the Transportation Penny Interns to Council.

9. **REPORT OF THE CLERK OF COUNCIL**

- a. Doris Greene, US Census Bureau – This item was deferred until a future Council meeting.
- b. Richland County Recreation Commission Meet & Greet with Executive Director, July 12, 5:30 – 7:00 p.m., Adult Activity Center, 7494 Parklane Road –Ms. Roberts reminded Council of the Meet and Greet with the new Richland County Recreation Commission Executive Director on Thursday, July 12th at the Adult Activity Center.
- c. National Intern Day, July 26, 11:00 a.m. – 1:00 p.m., Transportation Penny Office, 201 Arbor Lake Drive – Ms. Roberts reminded Council of the National Intern Day event on July 26th at the Transportation Penny Offices.
- d. SC Association of Counties Institute of Government and Annual Conference, August 4 – 8 – Ms. Roberts reminded Council of the upcoming SC Association of Counties Institute of Government Classes and Annual Conference.
- e. NACo Annual Conference – Ms. Roberts reminded Council of the upcoming NACo Conference, which will be held July 13-16 in Nashville, Tennessee.

**Special Called
July 10, 2018**

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10. **REPORT OF THE CHAIR**

- a. County Administrator Search Firms – Mr. Smith stated the last time this was discussed Mr. Hanna was briefing the Council on the options. He talked about whether you wanted to proceed with the State contract or not.

Ms. Dickerson inquired if the Councilmembers had received the information that Mr. Hanna emailed out yesterday regarding the firms.

Mr. Hanna stated, as reminded, there are firms that are on State contract, if the Council would like to use one of those firms. Also, there may have been some discussion about the possibility of meeting with or interviewing one or more of those firms. Council also has the option of going out on a RFP and soliciting responses from other firms.

Ms. Dickerson stated Mr. Hanna sent Council sent Council 2 options yesterday, and she believes we could consider 1 of those 2 firms.

Mr. Hanna stated, it is his understanding, any of the vendors that are on the State contract the Council could select, if the Council desires to do so.

Ms. Dickerson requested Mr. Hanna repeat the 2 that were sent out to Council yesterday.

Mr. Hanna stated he thinks the information that was sent out yesterday was a follow-up to the meeting. Two things he sent out were options about the process. One was from Minnesota's League of Cities and the other was from ICMA about the selection process. He also sent out a draft job description for the County Administrator, and a job description from Charleston County for the County Administrator. In addition, he provided the SC Code of Laws, as it relates to the County Administrator, and information from the County's ordinance, as it relates to the County Administrator. He states they have provided information before, as it relates to the vendors that are on State contract. He does not have the list handy, but Ms. Wladischkin may have them.

Ms. Myers stated the contractors, according to the email sent previously by Mr. Hanna, are Coleman Lew & Associates, Charlotte, NC; Find Great People, Greenville, SC; and Randy Frank Consulting, Connecticut.

Mr. Manning inquired why the Finding Great People's fee to initiate the search was \$1,500. Whereas, Coleman Lew & Associates was \$13,000 and Randy Frank Consulting was \$15,000. The percentage of the contract for the first year's salary related to the contract, two was 20% and one was 31%. He was unclear, since those percentages, to some degree, tracked, but the initiation fee, \$15,000/\$13,000 seemed to track, but the \$1,500 seems like a real outlier when the higher percentage was not that one.

Ms. Wladischkin stated she does not know why Find Great People would be so significantly less than the other two, but the fees come off of the first year's percentage of the salary. If you were to choose someone that any of those companies recommended, whatever the fee would be reduced off their percentage of the first year's salary.

Mr. Manning stated it does not really matter what the fee is. The only thing we should be looking at is the percentage of salary. In that case, given that two of them were 20% and one was 31% did Ms. Wladischkin see any reason for one to be twice again as high as the other two.

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Ms. Wladischkin stated she did not see anything that stuck out.

Ms. Dickerson inquired if we will be selecting one of these tonight.

Ms. McBride inquired as to what the going percentage rate was.

Ms. Wladischkin stated she is not familiar with any other search firm rates. She believes the last contract we had for County Administrator search was a flat fee. She stated she can do some research and submit the information to Council.

Mr. N. Jackson inquired about how many firms were on the State contract.

Ms. Wladischkin stated the 3 that were mentioned are the only ones on the State contract for Executive search firms.

Ms. McBride stated she did not know there were only 3 on the State list.

Mr. Manning stated he knows that one of these firms had done the recruitment for the successful candidate for Lexington County. He inquired as to which one that was.

Mr. Hanna stated he does not remember, but he could get that information.

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until Mr. Hanna brings back the requested information.

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

The vote in favor was unanimous.

Mr. Hanna stated the firm Find Great People assisted Lexington County in their search.

Mr. Manning moved, seconded by Mr. N. Jackson, to enter into contractual negotiations with Find Great People firm, a firm on the State of South Carolina Procurement approved list, to assist the Richland County Council with the search for its next County Administrator.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.

**Special Called
July 10, 2018**

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- c. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – No one signed up to speak.
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters – No one signed up to speak.
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to defer the public hearing until the September 18th Council meeting.

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

The vote in favor was unanimous.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-019MA, Mohammad Tabassum, RU to NC (1.7 Acres), 7125 Monticello Road, TMS # R07600-02-25 [SECOND READING]
- b. 18-020MA, Robert L. Legette, NC to GC (.51 Acres), 441 Percival Road, TMS # R016712-06-03 [SECOND

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- c. 18-022MA, Scott Morrison, RU to RS-E (10.81 Acres), 204 Langford Road, TMS # R15200-05-02(p)
[SECOND READING]
- d. Using Public Funds on Private Roads: Hardship Options
- e. Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment
- f. Melody Garden Stream/Ditch Stabilization Design Professional Services Contract
- g. An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

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

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

The vote in favor was unanimous.

13. **THIRD READING ITEMS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. C. Jackson moved, seconded by Ms. Myers, to defer this item until the September 18th Council meeting.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski stated at the June 19th meeting there were some comments about “tweaking” the language regarding the authority for the Assistant County Administrator. He stated this is the same language that was at that meeting. He inquired if there was no need to change the language. He thought there was some concern about it.

Mr. Smith stated if the situation does not change. If there is no action taken, as it relates to delegating to

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the Assistant County Administrator the duties and responsibilities, then we have to tweak the language. He would suggest that Council give Third Reading and delete any reference to the Assistant County Administrator, and just leave it blank, until such time as you decide how you want to proceed.

Mr. Pearce stated he is not sure he is comfortable with that. We are talking about bonds, and a lot of money. We could not move forward on the bonds until that is corrected. You cannot leave something to just fill in the blanks. You would have to have a new motion.

Mr. Cromartie stated Council has the authority to proceed with the issuance of bonds. You can delegate the authority to the Chair, so that the bonds can be issued, and things can continue to move forward. That would be means by which to continue to move forward in the current situation.

Mr. Pearce inquired if Mr. Cromartie was suggesting the wording be changed, and the Assistant Administrator's name be removed, and the Chair's name be inserted. Mr. Smith's recommendation was to leave it blank.

Mr. Smith stated his recommendation was to delete any reference to the Assistant Administrator. Then, until you determine who you were going to delegate that to. What Mr. Cromartie is suggesting, at this point, is that responsibility can be delegated to the Chair, with the deletion of the Assistant Administrator.

Mr. Pearce stated, for clarification, that the document does not need to have a specific person referenced in the document.

Mr. Cromartie stated the ability to proceed forward with the issuance of the bonds can be taken by Council. Given that you are uncomfortable with leaving it blank, and he can appreciate that, he would recommend delegating that to the Chair. That would allow you to proceed forward, and not have the issue of leaving it blank.

Ms. McBride stated so we do not necessarily have to have an individual's name. She inquired if it could be delegated to the person that the County authorized. Therefore, if we have someone else doing it, rather than the Chair. If we have an Interim/Acting person, that person could do it; otherwise, if we use the Chair's name, that person would not be able to sign off.

Mr. Cromartie stated he would not delegate it to a named individual. It would be delegated to a position, so it would be the Chair, County Administrator, etc. It would be the authority given to someone in a position of authority from Council.

Mr. Manning stated he would like to move for 5-minute recess to allow the attorneys to confer. He stated Council does not make good decision when we are doing this on the fly.

Mr. Manning moved, seconded by Mr. C. Jackson, to take a 5-minute recess.

Mr. Rose inquired if the attorneys need 5 minutes.

Mr. Cromartie stated he believes they are okay.

Mr. Manning withdrew his motion for a 5-minute recess.

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Mr. Manning made a substitute motion, seconded by Mr. N. Jackson, to give Third Reading to “An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Chair of the Richland County Council certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski inquired of Mr. Cromartie if the language in Mr. Manning’s motion would be fine.

Mr. Cromartie responded in the affirmative.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Manning moved, seconded by Mr. Malinowski, to give Third Reading to “An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Richland County Council Chair to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski stated his only question is when we approved bonding for EMS there were specifics given of what they needed, but on this particular one we just put “raising monies to establish, maintain and operate the fire system”. It does not give any specifics. He inquired if there any specifics they are trying to purchase with these funds.

Mr. Cromartie stated, his understanding, is the purpose for the not to exceed \$2 million was for CRFDC self-contained breathing apparatus and other things related to the division. We do know where the funding is to go.

Mr. Pearce stated the list was provided previously.

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

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The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

Mr. C. Jackson stated, for clarification, in matters like this, where we have now assigned the task to the Chair, does it mean the Chair or the Chair's designee, or only the Chair. And, if the Chair is unable or unavailable to perform the duty does it now have to come back before Council to have some other position in its place.

Mr. Manning stated his thinking would be we elect a Chair and Vice Chair. The Vice Chair acts in absence of the Chair, so they would be able to act in the absence of the Chair.

Mr. Smith stated he thinks that would be correct.

Mr. Pearce stated he thought the Chair could designate.

Mr. Smith stated he thought the question was, "If the Chair isn't here...."

Mr. C. Jackson, for clarification, restated his question as follows: "Does this mean the Chair or the Chair's designee..." then, he said, "If the Chair is unavailable to do it..." It's really a two-part question. The first part of the question is would it be the Chair or the Chair's designee.

Mr. Cromartie stated, in this instance, it would be the Chair, or the individual with the authority in the position of the Chair, which would be the Vice Chair. That is why when we spoke earlier it went to the position, and not an individual.

Ms. Dickerson stated she is going to try to make herself available between now and December.

Mr. Pearce inquired, if Council were to secure an Interim Administrator, would they need to take this item back up?

Mr. Cromartie stated Council would not.

Mr. Pearce stated, for clarification, the Chair could designate the Interim Administrator.

Mr. Smith stated Council has already voted to designate the Chair to execute this series, as it relates to this bond issuance. At this point, Council has reconsidered that, so she can go forward and take that action, based on your direction.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the September 18th Council meeting.

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

The vote in favor was unanimous.

14. **SECOND READING ITEMS:**

- a. 18-021MA, Christopher Alford, CC-4 to CC-2 (2 Acres), 7430 Fairfield Road, TMS # R11904-02-05 [SECOND READING] – Ms. Kennedy stated this is not what it is supposed to be and the community has already expressed their concern about this before. She was led to believe it was something different from what it is going to be. It has been proven that it is just what the community thought it was.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to deny this item.

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

The vote in favor was unanimous.

- b. Authorizing the Expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters –Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated he went back and looked at the June 5th meeting, and did not find it listed in the agenda.

Ms. Onley stated it was taken up at the June 19th Council meeting.

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

Opposed: Malinowski

The vote was in favor.

- c. An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015 – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd. [FIRST READING]
– Mr. Pearce stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Review Section II(i)(2)(4) of County Ordinance 043-14HR, “If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not b be paved.” This seems to go against the way most items are done in our country, by majority, so why shouldn’t a majority also decide if a road should be paved or not? – Mr. Manning stated, it appears to him, as he reads it, that this is just a question. So, it looks like he is to answer the question yes or no, whether “This seems to go against the way most items are done in country, by majority, so why shouldn’t a majority also decide if a road should be paved or not?” He would appreciate some clarification on whether there is a motion here, and if it is what is the motion.

Mr. Malinowski stated his motion is that we change the ordinance, as it currently reads, so that 51% of the individuals in favor of paving a road can have the road paved.

Mr. Manning moved to send this back to committee, with that language, for the committee to consider.

The motion died for lack of a second.

Mr. Malinowski moved to direct staff to change the language, so that is will read that if 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.

Mr. Manning stated he will second the motion if he heard it correctly. The motion was to ask the staff to change this language on the agenda.

Mr. Malinowski stated to change it in the ordinance. To change Sec. II(i)(2)(4) of County Ordinance 043-14HR, so that it reads, “If 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.”

The motion died for lack of a second.

Mr. N. Jackson stated one of the main concerns he has when it comes to property owners, and right-of-way or easements...

Mr. Livingston inquired about what Council was discussing because there was no motion.

Ms. Dickerson stated this item came out of the D&S Committee with no recommendation. At this point, she stated she will entertain a motion on this item.

Mr. Rose moved, seconded by Mr. C. Jackson, to leave the ordinance as is.

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Mr. Rose inquired if this was Mr. Ozbek's area.

Mr. Ozbek stated it is his area, as well as Transportation.

Mr. Rose stated he was curious what other counties do in relation to this. He stated there are a lot of things he is concerned about. When you say property owner, what if there are 5 houses on a road, and 3 are owned by someone that rents and lives out of State. What if there are 4 houses on a road, and paving would be great, but you have someone that owns 2 houses and lives out of State. He assumes there was a reason this put in as 25%, and he is curious what other jurisdictions do. It sounds good, but the devil is in the details here. He is just very cautious about changing this. He would certainly welcome additional research.

Ms. Myers stated she agrees with the motion, as it stands, because one of the major issues you have to address is, the whole point of getting people's consent is there is a small taking of property from each of the property owners to expand these dirt roads wide enough to pave them. The reason it is such a high barrier is you have to convince the overwhelming majority to give up a piece of their land for a public use. Otherwise, it would be a taking, and we might get into whether or not we have to compensate all of those people. If we go to 51%, do we then compensate the folks who come back and say, "A simple majority now controls a sliver of my property." She thinks it is at the right place now, where you do not over burden people and take their property.

Mr. N. Jackson stated that was part of his argument. First, to change the ordinance we would have to have 3 Readings and a public hearing, so the public could have input on the takings of their property. When you take an easement, right-of-way, etc. to pave a road, people are giving up their property, and we are either paying them for it, or asking them to donate their property. At a certain point, if it is for the good of the public, we can condemn. In dirt roads, it is slightly different. It is not a simple majority because it has an effect on the citizens that live there. Some people do not want it paved. Some people have horses, and do not want their roads paved. That is why it is such a small amount. We can send it back to staff, and get the same information, or we can move on.

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

Opposed: Malinowski

The vote was in favor.

- c. Implementation of the proposed Bulk Item Collection Procedure – Mr. Pearce stated the committee forwarded this item without a recommendation. Staff has put a lot of work into this process and have come up with guidelines. There was some discussion on whether we wanted to implement this Countywide or do a pilot project. Staff supports moving forward with the plan.

Ms. McBride requested Mr. Braswell explain the bulk item collection vs. what is going on now.

Mr. Braswell stated currently residents have to call in to schedule bulk item pickup. The resident will call into the One Stop Program. One Stop will refer it to the Solid Waste Division. The Solid Waste Division will contact the hauler, and the hauler will contact the resident to schedule the collection. The goal is to make it easier for citizens, so they do not have to call in to have it picked up. Also, residents are not aware they have to call us and put things out by the road. The proposed procedure is to have the hauler

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pick up no more than 4 items every other week.

Ms. McBride inquired if there is a negative impact on picking up the bulk items at one time, in terms of how many different spots they can pick up in.

Mr. Braswell stated the proposal is to limit 4 items, per household, every other week. The concern you have is people putting out a lot more material, which could fill up the truck before it runs its entire route. We will have to watch and make sure the residents comply with the proposed bulk item collection.

Ms. McBride stated, for clarification, if they fill up the truck, those items they were not able to load on the truck would stay there until...

Mr. Braswell stated until the hauler gets back. The hauler would have to empty his truck and come back.

Ms. McBride inquired as to who would be collecting the bulk items seeing as there is so much material. Would you have to have a certain type of truck? Or would this impact smaller services that collect.

Mr. Braswell stated, right now, they have 4 haulers that service the 8 service areas. They would be the ones responsible for collecting the material. Some of the haulers have clamshell trucks where they can pick up materials like that already. Other are using their rear loaders, so it may limit how much they could pick up at any one time. The goal is to limit the amount, so they would be able to run a normal route without having a problem.

Ms. McBride inquired staff has discussed this with the haulers.

Mr. Braswell stated they have spoken with the haulers.

Ms. McBride inquired as to their opinion of it.

Mr. Braswell stated most of them are supportive. A lot of them like the current process of calling in because it lets them know what is out there on the curb before they go pick it up. They do have some haulers that are already picking up stuff like this, even though it is outside our ordinance. Most of the haulers say they could work with the County to do it.

Ms. McBride stated her concern is that she has not heard from those that have concerns about it, and the impact it has on them.

Mr. Braswell stated the biggest concern is the end of semesters at the colleges where they put out a lot of materials at one time. Also, when there is an eviction and a lot of materials. Normally those are tagged because the haulers cannot pick them up. A lot of the material cannot be picked up, and they are not calling for pickup. We usually go through an enforcement process with the homeowner or resident, if they are putting materials out there that should not be out there or too much. Right now, the haulers we have discussed it with said they can work with us, and make it work.

Mr. Manning stated Mr. Braswell said there were 4 haulers. And he said, most of the ones you talked to.

Mr. Braswell stated it was discussed with all of them. All of them said they could work with us, and do

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what we are proposing. Some of them had concerns about the amount of materials that was going to be placed by the road.

Mr. Malinowski stated he does not know if there is more than one guideline pamphlet for the residents, but the one he has says you will put such items out by the curbside the 2nd Monday of the month and it will be picked up by Friday. It says nothing about calling in. It just gives a process whereby to put these items out there. It seems like we are already doing it, unless that is something that is outdated, and new things have been sent and he did not get it.

Mr. Braswell stated the booklet Mr. Malinowski has is outdated. About 3 – 4 years ago they changed the process. He stated they are preparing to revise the booklet, but wanted to wait until this process has been approved.

Ms. Dickerson stated there are several neighborhoods she has that she has passed by and there are mattresses on the road for over 2 weeks. That is so irritating when you have to go through your communities and see all these mattresses and trash cans by the road. The enforcement on this whole item is really making a lot of neighborhoods look like a trash can, especially where there is rental properties.

Ms. Kennedy stated she knows firsthand they do not pick it up. It sits out there forever, and they put a tag on it and tell you to take down to the dump.

Mr. Braswell stated that is what they are hoping this process will address.

Mr. N. Jackson stated we have developed a clean sweep, at least once a year, and that has helped a lot.

Mr. Braswell stated the clean sweeps occur every weekend, but the County is so large.

Mr. N. Jackson inquired how often the haulers will pick up with this proposal.

Mr. Braswell stated the proposal is to collect bulk items twice a month.

Mr. N. Jackson inquired if the proposal is based up the need, or could it be done once a month.

Mr. Braswell stated the problem with once a month is getting into the issue of too much material in the road for the trucks.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the implementation of this process with a 6 month review to determine if it is viable or not.

Mr. Manning made a substitute motion, seconded by Mr. C. Jackson, to defer this item until the September 18th meeting. He stated he would like an opportunity to have someone come and talk at the regularly scheduled neighborhood meetings in his district, and hear what the neighborhoods have to say about the proposed process.

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

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The vote in favor was unanimous.

- d. Property donation offer, TMS # R17400-03-23 – Mr. Pearce stated the committee recommended Council respectfully decline the offer to accept the property. This was an overgrown detention pond.

Mr. N. Jackson stated the problem he sees with denying the offer is the homeowners' association will stop paying taxes, and the property will be left there. No one will want to purchase it, and they do not have to maintain it. The problem comes with the development community when they are developing a property, and they have a retention pond. You purchase a home, then you realize you have to pay upkeep for a retention pond. When you purchase property in a subdivision, the County inspects the road, and the County takes over and maintains the roads. The homeowner purchases a house, and they are stuck with maintaining a retention pond. The developer does not tell them that. It is not in their document when they purchase a property, and they are stuck with this bill. What has started to happen is that they decide not to pay taxes on that property, and it is abandoned. It is an eyesore and causes problems. The taxpayers are coming to Council because we approve these development, and we do not hold the developer or the contractor responsible for the disposal of the property. Our constituents are going to call us to find out what they can do. We have to cut the ditches for the water to run by the roadway, so we have proper drainage. When it comes to these retention ponds, it is similar. If it is not maintained it can cause major problems.

Dr. Yudice stated, for clarification, this is a retention pond that is near a commercial business on Killian Road. Mr. Ozbek inspected it, and it is not in a residential development.

Mr. N. Jackson stated residential or commercial we have to hold someone responsible because if they stop paying taxes on it, then no one owns it.

In Favor: Malinowski, Myers, Pearce, Kennedy, Dickerson, Livingston, Rose and McBride

Opposed: N. Jackson

The vote was in favor.

- e. Richland County Storm Drainage Easements within City of Columbia Limits – Mr. Pearce stated the committee recommended Council grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the problem relates to the manner in which the City is annexing property. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed prior to the annexation. He stated if we were to accept what the City wants we were talking about potentially millions of dollars.

Mr. Ozbek stated the cost estimate on one property was \$400,000. There are literally thousands of drainage easements, for different purposes.

Ms. Myers inquired if the majority of these, when the City annexed them, the County stopped maintaining them, and the City did not undertake maintenance; therefore, they have fallen into disrepair. And, what has now happened is the City wants the County to essentially go back and repair these drainages, and infrastructure, from the time they annexed, but did nothing to keep them up.

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Mr. Ozbek stated that is correct.

Mr. Pearce stated, for clarification, that is why we have included the piece about annexation. If there was better discussion, in advance, about annexation, some of these things could have been avoided and worked out.

Mr. N. Jackson stated the City annexes an area, but neglects to annex the ditches. So, we are supposed to continue to maintain these ditches, and that is an annexation problem.

Mr. Manning stated the motion made reference to a meeting with the City. He inquired if that is referencing the next joint Councils meeting.

Mr. Pearce stated we would be willing to discuss a better method. It just says, we believe a part of the problem is the manner in which they annex, and the County would be willing to meet. It does not specify anything about a joint meeting.

Mr. Manning stated, when you were saying the County would be willing to meet, is that referencing our next joint Councils meeting, maybe?

Mr. Pearce stated it did not address that. When they are told we are not going to do this, that we would say staff would be willing to meet with them.

Mr. Manning stated he knows we have been having joint Council meeting, in the past, and he thought this might be an item for the next Councils meeting.

Mr. Pearce stated it could be. When they discuss it with the City, the City may say, "When do you want to do this?" and that could be a possibility.

Ms. Myers stated the staff's recommendation is pursuant to an Attorney General opinion, and not just our reflexive desire not to help the City. There is an opinion that says the municipality, and not the County is responsible for maintenance, and repair, of the roads located inside its corporate limits. It goes on to discuss annexation, and who is responsible when.

Ms. Kennedy stated the City is continuously annexing property without discussing it. They need to be responsible for what they annex.

Mr. N. Jackson stated we have several differences with the City of Columbia. Over the years, it continues to grow. We talk about it, but we have not met. He stated he made a motion last year, and he made a motion again this year, to have a roundtable discussion with the City Council members to iron out whatever difference we have, and move forward. We have staff make discussions, but at least once a year there needs to be a roundtable to discussion to address these situations.

Ms. Kennedy stated she made the discussion motion at the last joint meeting we had, and they said they would not be annexing stuff without discussing it. A month afterward, they annexed part of District 7 into the City.

Mr. Pearce restated the motion to grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the

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problem relates to the manner in which the City is annexing these properties. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed, prior to the annexation.

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

The vote in favor was unanimous.

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

- a. Council Motion: Guidelines for dedications at the Decker Center – Mr. Manning stated this item is a Council motion. The motion is “Guidelines for dedications at the Decker Center”. He was unclear as to what an “aye” or “nay” vote on that would be. The briefing document gave a good deal of information, which included “move to establish guidelines for dedications at Decker Center, to include how they will be funded.” The alternatives, in the agenda packet on p. 147, was to consider the motion and proceed accordingly or to consider the motion and not proceed. The staff recommendation, on p. 148, was that Council may consider forming a small committee with representation from Council.

Mr. Rose moved, seconded by Mr. Malinowski, to follow staff’s recommendation to form a committee to present guidelines to full Council.

Mr. Manning made a friendly amendment to include dedications at any Richland County building.

Mr. C. Jackson stated, for clarification, if this means we will not do any future dedications until those guidelines have been approved by Council.

Mr. Rose stated, in his opinion, until guidelines are in place, if a majority of Council wanted to do something, they would have the ability to do so. Guidelines would be helpful in guiding us, going forward.

Ms. Dickerson stated we need some guidelines on this this because we are getting requests to do dedications, and we have not set any guidelines, as to how we would do them (i.e. expenses).

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

The vote in favor was unanimous.

- b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to DPX Technologies, LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

Mr. Livingston stated this somewhat of a unique project. This is a firm that got started by a USC Chemistry Professor. Then, it moved to Midlands Technical College Incubator, and now they are moving into the Research Park.

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

19. **NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Fiver(5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat) – Mr. Malinowski stated the committee recommended appointing Mr. James Tyler Burns for the at-large vacancy, and re-appointing Mr. Bill McCracken for the Hospitality Industry vacancy.

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

The vote in favor was unanimous.

- b. Business Service Center Appeals Board – 1 (Applicant must be an attorney) – Mr. Malinowski stated the committee recommended appointing Mr. Marcus J. “Marc” Brown.

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

The vote in favor was unanimous.

- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry) – Mr. Malinowski stated the committee recommended appointing Mr. George Whitehead to the at-large vacancy.

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

The vote in favor was unanimous.

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20. **REPORT OF THE BLUE RIBBON COMMITTEE**

- a. A Resolution to approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence – Mr. Pearce stated this is a follow-up item to the June 19th meeting. As you recall, we approved 20 properties for buyout that due diligence had been completed. The item before Council tonight is a resolution to purchase the remaining 54 properties substantially damaged by the 2015 floods, as soon as the owners and County complete all necessary due diligence.

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

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. Decker Boulevard/Woodfield Park Neighborhood Improvement Project was denied TAP Grant Funding – Mr. C. Jackson stated this item was received as information.
- b. Transportation Penny Funds will be utilized to pay for closing Devine Street and Gadsden Street Railroads – Mr. C. Jackson stated the recommendation is to approve the cost design fee, not to exceed \$35,000, for the railroad crossing closing Devine Street and Gadsden Street, pending the determined cost, or allowable expenditures, within the penny funds.

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

The vote in favor was unanimous.

- c. Crane Creek Neighborhood Improvement Project – Mr. C. Jackson stated the recommendation was to approve the recommendations of the PDT to go forward with the design study.
1. Approve the Executive Summary from the Public Meeting
 2. Approve the Recommended Designs
 3. Approve the Design Contract for the OETs

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

The vote in favor was unanimous.

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- d. Discussion: Transportation Penny funds being utilized for the following facilities at Three Rivers Greenway – Mr. C. Jackson stated this item was held in committee.
 - 1. Bathrooms
 - 2. Parking Lot
 - 3. Ranger Station
 - 4. Fire Department

- e. Status Update: The Dirt Road Program over-committed projects Years 1 and 2 workload has not been completed. Years 3 and 4 are in the design phase. – Mr. C. Jackson stated this item was received as information.

- f. Approval of the University of South Carolina’s Funding Request and Proposed Modifications to Three Bike Path Projects – Mr. C. Jackson stated the recommendation is to approve the funding, and the modifications, pending information regarding stakeholder meetings and the community’s support for the projects. Moreover, staff will develop a MOU and attach the SCDOR Guidelines to the approval.

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

The vote in favor was unanimous.

- g. Approval of the MOU between Richland County and the Central Midlands Regional Transit Authority (CMRTA) for distribution of past unpaid actual Revenues (\$5,060,039.96) and interest (\$230,926.13) to begin in Fiscal Year 2019 paying CMRTA based on actual revenues and interest from the Penny Funds – Mr. C. Jackson stated the recommendation is to fund the back payment; however, to eliminate all language in the MOU regarding interest payments, prior to executing the new agreement.

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

- The vote in favor was unanimous.

- h. Approval of Polo Road Right of Way Easement with the City of Columbia – Mr. C. Jackson stated this item was held in committee.

- i. Approval of the Construction Agreement for Installation of Sidewalk for the Three Rivers Greenway (Saluda Riverwalk) adjacent to the CSXT Bridge approximately 30-feet from centerline of track at RRMP C-1.58 near DOT No. 640441N, Florence Division, CN&L Subdivision pending Legal’s comments being addressed – Mr. C. Jackson stated this item was held in committee.

- j. Approval of letters recommending awarding bids – Mr. C. Jackson stated the recommendation is to approve this item.

- 1. Sidewalk Package S-6
- 2. Dirt Road Package G
- 3. Dirt Road Package H
- 4. Resurfacing Package O

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5. Sidewalk Package S-9

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

The vote in favor was unanimous.

k. Approval of the Utility Agreement for SERN – Mr. C. Jackson stated this item was held in committee.

l. Approval to grant preliminary authority for Transportation Director to approve and sign design contracts – Mr. C. Jackson stated the recommendation is to approve this item.

1. Clemson Road Widening
2. Southeast Richland (SERN) Neighborhood Improvements
3. Atlas Road Widening
4. Garners Ferry Road and Harmon Road Intersection

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

The vote in favor was unanimous.

m. Approval to pay or the Internship Program utilizing General Funds, opposed to utilizing Penny Funds – Mr. C. Jackson stated this item was held in committee.

n. Approval of Utility Relocation Estimates – **{This item was reconsidered at the July 24, 2018 Special Called Meeting}**

Mr. C. Jackson stated the recommendation is for approval.

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

The vote in favor was unanimous.

o. Approval of On-Call Engineering Contracts – Mr. C. Jackson stated the recommendation is for approval.

1. Polo Road Widening
2. Blythewood Road Area Improvements
3. Spears Creek Church Road Widening
4. Lower Richland Road Widening
5. Trenholm Acres/Newcastle NIP
6. Broad River Road Corridor NIP
7. Smith/Rocky Branch Greenway A, B, C
8. Crane Creek Greenway A, B, C
9. Polo/Windsor Lake, Woodbury/Old Leesburg, Dutchman Greenway
10. Quality Management Contract Modification for group 50 Dirt Roads (Mead & Hunt)

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

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The vote in favor was unanimous.

- p. Transportation Program Update – Mr. C. Jackson stated this item was held in committee.
 - 1. Preconstruction Update
 - 2. Construction Update
- q. Personnel Update – Mr. C. Jackson stated this item was held in committee.

22. **OTHER ITEMS**

- a. FY19-District 5 Hospitality Tax Allocations –Mr. N. Jackson moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. FY19 – District 6 Hospitality Tax Allocations – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. FY19 – District 10 Hospitality Tax Allocations – Ms. Myers moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- d. A Resolution to appoint and commission Jason Michael Jensen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] – Mr. Pearce moved, seconded by C. Jackson, to approve this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- e. A Resolution to appoint and commission Jameela Darcell Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] – Mr. Pearce moved, seconded by C. Jackson, to approve this item.

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

The vote in favor was unanimous.

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

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

- f. The motion for reconsideration failed.

23. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Mr. Carl McKinney spoke regarding issues he encountered with the Planning Commission recently.

Mr. Livingston requested staff forward him the concerns expressed by Mr. McKinney.

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

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission – Mr. Smith stated there was an issue that came forth when we did the budget about whether or not the Recreation Commission contract had actually been executed. The Recreation Commission indicated they had brought an executed copy to the County. What was determined was there was a contract they signed and forwarded over, but there was question about one of the signatures on the contract. He stated he spoke with Bob Coble, who represents the Recreation Commission, and he indicated they are going to have a new Executive Director coming on board on July 15th, as well as the new Chair of the Commission. It is recommended, at that time, to re-execute the document, and authorize the Chair to execute the document on behalf of Council. He stated he has reviewed the document and there are no material changes to the document.
- c. Contractual Matter: 911 Communications Center
- d. Pending Litigation: Richland County vs. SCDOR
- e. Personnel Matter: Acting County Administrator Search
- f. Personnel Matter: Clerk to Council Contract

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

Abstain; Manning

The vote in favor of going into Executive Session was unanimous with Mr. Manning abstaining from the vote.

Council went into Executive Session at approximately 8:06 PM and came out at approximately 9:36 PM.

Intertape Polymer Group, Inc. Property Donation – Ms. Myers moved, seconded by Mr. Malinowski, to decline the offer of the donation of property.

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

The vote in favor was unanimous.

Contract with Recreation Commission – Ms. Myers moved, seconded by Mr. Livingston, to authorize the Chair to execute the document once it is signed by the Recreation Commission.

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

Opposed: Malinowski and Manning

The vote was in favor.

Contractual Matter: 911 Communications Center – Ms. Myers moved, seconded by Mr. C. Jackson, to move allow staff to go forward as discussed in Executive Session.

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

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Opposed: Manning

The vote was in favor.

Richland County vs. SCDOR – Mr. Smith stated this item was for information.

Personnel Matter: Acting County Administrator Search – Ms. Dickerson stated, for clarification, this item is for Human Resources to post the position of Acting County Administrator. The position will be posted for 5 days.

Mr. Hanna stated that is his understanding from the discussion at the Council Roundtable yesterday.

Ms. Myers moved, seconded by Mr. Rose, to direct Mr. Hanna to post the position of Interim County Administrator for 5 business days, as was discussed in Executive Session, and report the results back to Council.

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

Abstain: Manning

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

Personnel Matter: Clerk to Council Contract – Ms. Myers moved, seconded by Mr. Malinowski, to instruct Mr. Hanna to proceed with the revisions to the document, as discussed in Executive Session, and provide those back to Council by July 11th at 1:00 PM.

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

The vote in favor was unanimous.

25. **MOTION PERIOD**

- a. We move that the County's Courthouse Committee convene and create a group modeled after the 39 Member Panel that culminated in the Transportation Penny and/or the Development Roundtable Panel that brought forth the 20+ Environmentalists/Developers Joint Recommendations for implementation and/or the Flood Recovery Blue Ribbon Panel that guided direction following the 1,000 year flood tragedy, with the goal to culminate in a new Richland County Courthouse Ribbon Cutting Ceremony [MANNING, PEARCE and LIVINGSTON] – This item was referred to the Property Distribution Management Ad Hoc Committee.
- b. Move that Administration give a report on the \$188,000 contract received by the Conservation Commission attorney from his brother the former Finance Director. If it cannot be explained, then it needs to be turned over to SLED and the Attorney General's Office for investigation. NOTE: Former Administrator Gerald Seals informed me and Council the Conservation Commission attorney received \$188,000 contract from his brother, former Finance Director. This was from an audit and concerns were expressed why would his brother give him a contract without bidding it out and was there a conflict. The Conservation Commission attorney's contract was delayed for several months and renewed, however, Council was never updated on the \$188,000 contract [N. JACKSON] – Mr. Pearce stated when he saw

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this motion he contacted Ms. Wladischkin. She stated there is no contract for \$188,000. In addition, the motion says, “the brother of the Finance Director.” Mr. Driggers and Mr. Ken Driggers are not brothers. They are cousins. Ms. Wladischkin stated the contract was let in 2011. It was rewritten in 2017, at up to \$30,000 a year. It was not required to go out for bid because solicitation is not required for legal services.

Mr. N. Jackson stated he was informed by the former Administrator that it was in an audit, and then he brought to an Executive Session to tell us he had a problem with an audit. The audit showed that Mr. Ken Driggers received \$188,000, and it was questionable. The former Administrator was supposed to report back to Council, but he never did.

Staff was directed to review this matter and report back to Council.

- c. I move that any recommendation or inquiry of the dam to DHEC must be coordinated by the Foundation and not Conservation Commission staff [N. JACKSON] – The item was referred to the D&S Committee.
- d. The Conservation Commission must revisit their proposed contract agreement with the Foundation and make it feasible for the organization to consider the proposal. How it is written is flawed and not with Council or Administration directive. Staff was asked to meet with SCDOT to leave the temporary bridge on Garners Ferry Road which would save thousands of dollars for the completion of the greenway nature trail. The Contractor and SCDOT agreed but staff did not follow through. [N. JACKSON] – This item was referred to the A&F Committee.
- e. Appropriate up to \$300,000 from the Gills Creek Part A project to repair the emergency spillway and an additional \$300,000 to build the boardwalk where the temporary bridge was removed [N. JACKSON] – This item was referred to the A&F Committee.
- f. I move that Council reconsider the order to request the return of funds used to purchase four acres for county project by CHAO and Associates and move the project forward immediately giving appropriate time to complete the project [N. JACKSON] – Ms. Myers stated she thought they had done that twice.

Dr. Yudice stated staff has brought this item before Council 2 times. Last Friday, we prepared a comprehensive report that was provided to Council.

Mr. N. Jackson stated when this was decided it did not go to committee. It was decided by Council, after meeting in Executive Session. The decision was based on the Administrator not having certain documents. When the report was given to Council, the documents were present. We made a decision on documents he said he could not find. But in the report, sent by the Assistant Administrator, those documents were there. He said the land purchase was not in the Phase II, and he did not have any documents on it. Now, he gets a report that shows the land purchase in Phase II. Because of the new information we have received, he thinks Council should reconsider because it was based on those documents not being present.

Dr. Yudice stated the documents Mr. N. Jackson is referring to were prepared for Mr. Chao. They were not prepared by County staff.

Mr. N. Jackson stated it can go to committee to be discussed because it is a document, with a master agreement, where it stated what was approved by Council.

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Dr. Yudice stated they could not find any evidence that Council had approved purchasing the property.

This item was referred to the A&F Committee

- g. I move that up to an additional \$3 million be appropriated to the project due to constant delays for the past four years [N. JACKSON] – This item was referred to the A&F Committee.
- h. Move for an update of the SLED investigation on bullying [N. JACKSON] – This item was referred to the Legal Department.
- i. Get an updated contract on all employees who report to Council [N. JACKSON] – This item was referred to the Human Resources Department.
- j. Allocate \$50k to Believe N Me2 for annual Sunsplash Concert; \$80k for annual Wet N Wild, Halloween Horror and Light of Christmas to Pinewood Lake Park Foundation and \$25k to SC Gospel Fest for annual LR Gospel Fest [N. JACKSON] – Mr. Manning inquired if this funding is out of the \$164,000 individual Council Member’s H-Tax allotment.

Mr. N. Jackson responded in the affirmative.

Mr. Manning inquired as to why it was not listed on the agenda like the other H-Tax allocation motions.

Mr. N. Jackson moved for approval.

Ms. Dickerson stated this is not a motion item.

Mr. N. Jackson stated it was sent to the Clerk, in the appropriate time.

This item was deferred to the July 24th Special Called Meeting.

- k. Council review the H-Tax process and make any necessary changes [KENNEDY] – This item was referred to the Rules & Appointments Committee.

Mr. Malinowski stated this is so generic. He stated we need more information before it gets to Rules.

Mr. Manning inquired, for clarification, if Hospitality Tax is in Council Rules. He stated Rules are about our Council Rules.

Mr. Smith stated it is a policy.

Mr. Manning inquired if it is a policy or an ordinance.

Mr. Smith stated there is a H-Tax Ordinance, but the process is a policy.

Mr. Manning inquired if it is the process or the ordinance.

This item was referred to the A&F Committee.

- I. Allocate \$150,000 from District 7 – FY18 Hospitality Tax Funds to the SC Gospel Quartet to cover the following: concert, boxing match, play and fashion show [KENNEDY] – This item was deferred to the July 24th Special Called Meeting.
26. **ADJOURN** – The meeting adjourned at approximately 9:44 PM.

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Richland County Council Request for Action

Subject:

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Notes:

June 26, 2018 – The committee forwarded this item to Council without a recommendation.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Background

This request is to approve the FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Richland County became a federal entitlement program grantee in 2002. As an entitlement grantee, Richland County receives an annual share of federal Community Development Block Grant (CDBG) and HOME Investment Partnership Programs (HOME) funds authorized under Title I of the Housing and Community Development Act of 1974, as amended. The Richland County Office of Community Development (RCCD) is responsible for administering CDBG and HOME grants for unincorporated areas of Richland County.

RCCD seeks to “transform lives in partnership with the Richland County community through housing, education and revitalization to make a different one household at a time.”

The purpose of the Annual Action Plan is to identify housing and community development needs and to develop CDBG and HOME budgeting for the next annual period. This Action Plan for Richland County covers the fiscal period of October 1, 2018 to September 30, 2019. Additionally, the Annual Action Plan implements the County’s 5 Year Consolidated Plan, approved in July 2017, which enables the County to continue to receive federal housing and community development funds and must be submitted to the US Department of HUD by August 15, 2018.

A public meeting will be advertised and held on July 30, 2018. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend.

Please see below FY 18-19 Proposed Budgets for CDBG and HOME:

FY 18-19 CDBG BUDGET				\$1,495,368	
District 10 Park (Design/Soft Costs)		\$50,000.00			
GillsCreek - Water Quality Improvement Prgt		\$ 100,000.00			
Unsafe Housing Removal		\$ 271,990.00			
Richland County Rolls (Paint Brush Pgm)		\$80,000.00			
Operation One Touch (Minor Rehab Pgm)		\$ 220,000.00			
HOME Project Delivery Costs		\$ 100,000.00			
Public Service Projects		\$ 224,305.00			*Cannot exceed 15%
Richland Business 101		\$150,000.00			
Admin		\$ 299,073.00			*Cannot exceed 20%
FY 18-19 HOME BUDGET				\$722,033.00	
RCHAP		\$250,000.00			
CHDO		\$149,830.00			
RICHLAND REBUILDS		\$250,000.00			
ADMIN		\$72,203.00			*Cannot exceed 10%

HOME Grant funds require a local match. Total HOME funds are divided as follows:

HOME Grant Funds	\$ 722,033.00
HOME Program Income	\$ 20,000.00
HOME Local Match Required from the County (25%)	\$ 162,458.00
	\$ 904,491.00

Issues

If not approved, the estimated FY 18-19 budgets for CDBG and HOME and the funds will not be set up. Subsequently, the funds could be rescinded or not spent in a timely manner, thereby creating additional areas of concern for the County and affecting future year awards from HUD.

Fiscal Impact

The only financial impact to the County is the HOME match requirement.

For FY 18-19, the amount of HOME Match is \$162,458 and has been approved by County Council in Biennium Budget I in the General Fund. The County has provided the required match amount since the HOME program began in 2002.

Past Legislative Actions

County Council approved the Community Development’s FY 17-18 HUD Consolidated Action Plan in July 2017.

HUD approved the County’s FY18-19 allocation on May 1, 2018.

Last year’s CDBG and HOME budgets are listed below:

- FY 2017 CDBG \$1,330,596 HOME \$514,484

Alternatives

1. Approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.
2. Do not approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.

Staff Recommendation

Staff recommends Council approve the Annual Action Plan (FY 18-19) and the estimated budgets for CDBG and HOME.

Submitted by: Tracy Hegler, Community Planning & Development

Date: June 18, 2018



**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

August 27, 2018

Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government will partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 20+ unit mixed income residential community. Richland County will commit Community Development Block Grant Funds in the Amount of \$350,000 for infrastructure construction.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agrees to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be prepared to offer 30 percent of new employment, contracting, or training opportunities to Section 3 Business or residents.
2. Evidence that development costs in the amount of \$3,546,447.00 are secured
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment

Please note this project will require Davis-Bacon compliance as well. Please make sure all documentation from request for proposals to construction awards denote this federal Department of Labor requirement.

If you agree to these conditions, please respond in writing with-in ten days from the date of this letter. Once received, Richland County will take steps to execute a contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Valeria Davis", with a long horizontal stroke extending to the right.

Valeria Davis
Community Development Division Manager

Cc: Gloria Saeed, City of Columbia Community Development Director
Jocelyn Jennings, Community Development Coordinator

From: [Don Oglesby](#)
To: [CLAYTON VOIGNIER](#); [DENISE TEASDELL](#); [Julia Boland](#); [Dawn Dowden](#); [JOCELYN JENNINGS](#)
Subject: FW: Homes for Hope - Award Letter
Date: Monday, June 03, 2019 2:16:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
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[image013.png](#)
[image014.png](#)

Yes—see email below where we accepted the terms of the letter from 8/27, email from 8/28.

With regards for your peace,
signature_1949104006



signature_500134834



Don Oglesby
President/CEO, HDFFP, EDFP
Homes of Hope, Inc.
(864) 546-4637
www.homesofhope.org



cid:image007.png@01D46D3C.B572C510



Donate today [HERE](#)

From: Don Oglesby <DOglesby@HomesofHope.org>
Date: Thursday, September 13, 2018 at 1:16 PM
To: VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>
Cc: Jocelyn Jennings <JENNINGS.JOCELYN@richlandcountysc.gov>, "'Saeed, Gloria'"

<Gloria.Saeed@columbiasc.gov>, "Kilgore, Felicia C" <Felicia.Kilgore@columbiasc.gov>, DENISE TEASDELL <TEASDELL.DENISE@richlandcountysc.gov>

Subject: Re: Homes for Hope - Award Letter

Per your email below, and the attached letter, and my conversation yesterday with Jocelyn (who by the way was MOST helpful and deserves a raise ☺), we agree to these conditions.

With regards for your peace,



Don Oglesby
President/CEO, HDFP, EDFP
(864) 546-4637
www.homesofhope.org



Donate today [HERE](#)

From: VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>

Date: Tuesday, August 28, 2018 at 10:52 PM

To: Don Oglesby <DOglesby@HomesofHope.org>

Cc: JOCELYN JENNINGS <JENNINGS.JOCELYN@richlandcountysc.gov>, "Saeed, Gloria" <Gloria.Saeed@columbiasc.gov>, "Kilgore, Felicia C" <Felicia.Kilgore@columbiasc.gov>, DENISE TEASDELL <TEASDELL.DENISE@richlandcountysc.gov>, VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>

Subject: Homes for Hope - Award Letter

Please see attached.

Thanks~

Valeria

Valeria D. Davis

Division Manager
Richland County Government
Community Planning & Development Department
Davis.Valeria@richlandcountysc.gov

P 803-576-2063 **F** 803-576-2052

2020 Hampton St.
Suite 3063B
P.O. Box 192
Columbia, SC 29204
rcgov.us

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**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

Attachment 7



(Original August 27,2018)

(Revised 3/28/19)

Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government will partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 20+ unit mixed income residential community. Richland County will commit Community Development Block Grant Funds in the Amount of \$350,000 for infrastructure construction.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agree to actively seek to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be offer 30 percent of new employment, contracting, or training opportunities to Section 3 Business or residents, as deemed feasible.
2. Written verification all private and/or other development costs have been secured to total to the estimated \$5.54M project costs
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment (completed as of March 2019)
4. Building Plans approval by the City of Columbia to include the appropriate zoning and other local building requirements.

If you agree to these conditions please respond in writing with-in ten days from the date of this letter. Once received, Richland County will take steps to proceed with contract approval by Legal and County Council.



Sincerely,

Valeria Davis
Division Manager, Community Development
Richland County Government

Cc: Gloria Saeed, City of Columbia Community Development Director



Development Costs:

	Total Projected Cost	City of Columbia	Richland Co.	Capital Bank
Acquisition Costs				
1. Land	408,000.00		350,000.00	58,000.00
2. Existing Structures	0.00			
3. Other Impact//Tap fees	159,123.00	159,123.00		
Subtotal	567,123.00	159,123.00	350,000.00	58,000.00
Site Costs				
4. Arborist and new trees	9,317.00	0.00		9,317.00
5. On-Site Improvements	447,580.00	442,826.00	0.00	4,754.00
Subtotal	456,897.00	442,826.00	0.00	14,071.00
Construction Costs				
6. New Building	3,166,086.67	0.00	0.00	2,742,916.67
7. Rehabilitation	0.00			0.00
8. General Requirements	216,820.00		0.00	216,820.00
9. Contractor Profit & Overhead	289,093.33		0.00	289,093.33
10. Other Bond fee and contingency	80,000.00			80,000.00
Subtotal	3,752,000.00	0.00	0.00	3,328,830.00
Professional Fees				
11. Accountant	0.00			
12. Architect	5,500.00			5,500.00
13. Attorney	10,000.00		0.00	10,000.00
14. Consultant	28,000.00			28,000.00
15. Other Survey and Engineering	13,000.00		0.00	13,000.00
Subtotal	56,500.00	0.00	0.00	56,500.00
Interim Costs				
16. Hazard/Liability Insurance	3,750.00		0.00	3,750.00
17. Interest	149,000.00		0.00	149,000.00
18. Payment/Performance Bond	0.00		0.00	
19. Title/Recording/Legal Fees	0.00		0.00	
20. Other	0.00			
Subtotal	152,750.00	0.00	0.00	152,750.00
Financing Fees and Expenses				
21. Credit Report	0.00			
22. Loan Origination/Closing	37,000.00		0.00	37,000.00
23. Title/Recording/Legal Fees	0.00			
24. Other	0.00			
Subtotal	37,000.00	0.00	0.00	37,000.00
Soft Costs				
25. Appraisal	7,500.00		0.00	7,500.00
26. Market Study	0.00		0.00	
27. Environmental Review	3,500.00			3,500.00
28. Relocation Expenses	0.00			
29. Other contingency	28,200.00		0.00	28,200.00
Subtotal	39,200.00	0.00	0.00	39,200.00
Development Reserves				
30. Rent-up Reserve	6,600.00		0.00	6,600.00
31. Operating Reserve	5,500.00		0.00	5,500.00
32. Developer Fees 5% (Acquisition)	0.00			
33. Developer Fees 15% (New, Rehab)	254,830.00		0.00	
34. Other replacement reserve	6,600.00		0.00	6,600.00
Subtotal	273,530.00	0.00	0.00	18,700.00
35. TOTALS	5,335,000.00	601,949.00	350,000.00	3,705,051.00



Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government agrees to partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 29-unit mixed income residential community. Richland County will commit Community Development Block Grant (CDBG) Funds of \$350,000 for land acquisition.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agree to actively seek to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be offer 30 percent of new employment, contracting, or training opportunities to Section 3 Business or residents, as deemed feasible.
2. Written verification all private and/or other development costs have been secured to total to the estimated \$5.34M project costs
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment
4. Building Plans approval by the City of Columbia to include the appropriate zoning and other local building requirements.
5. Project and budget approval by Richland County Council.

If you agree to these conditions, please respond in writing by July 30, 2019. Once received, Richland County will proceed with contract approval by Legal and Richland County Council, pending project and budget approval by Richland County Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayton Voignier", with a long horizontal line extending to the right.

Clayton Voignier
Director, Community Planning & Development
Richland County Government

Original 8/27/18

Revised 3/28/19

Revised 7/29/19





July 26, 2019

Clayton Voignier
Richland County

Clayton,

Please accept this letter as my acceptance of your commitment letter dated 7/29/19. We agree to, and accept the conditions noted within you letter, and appreciate your commitment to affordable housing in Richland County.

Sincerely,

Don Oglesby
President/CEO
Homes of Hope, Inc.



North Part- Frontage if standing on Wiley St. looking at the homes.

Road Curves- so from this perspective townhome is behind Thurston Plan



3 UNIT TOWNHOME



THURSTON



BAILEY



CURTIS DUPLEX



CURTIS DUPLEX



CURTIS DUPLEX



CURTIS DUPLEX



4- UNIT TOWNHOME



4- UNIT TOWNHOME

South Part- Frontage if standing on Wiley St. looking at the homes



CURTIS DUPLEX



LINCOLN DUPLEX



CURTIS DUPLEX



2- UNIT TOWNHOME

<u>SOUTH EDISTO NEIGHBORHOOD RESIDENTIAL DEVELOPMENT (COLUMBIA, SC)</u>	
TMS#	Property Address
11212-17-01 <i>Corner lot</i>	1800-02 Superior Street
	1804-06 Superior Street
11212-17-16	1809-11 Wiley Street
11212-17-13	1813-15 Wiley Street
11212-17-15	1821-23 Wiley Street
11212-17-08	1913 Wiley Street
11212-17-12	1901 Wiley Street
11212-17-11	1903 Wiley Street
11212-17-10	1905 Wiley Street
11212-17-09	1909 Wiley Street
11212-17-07	1917 Wiley Street
11212-18-03 <i>Corner lot</i>	801 Wiley Street

Richland County Council Request for Action

Subject:

Richland County Recreation Commission – Reprogramming of funds for Allen-Benedict Court Residents

Notes:

July 23, 2019 – The committee recommended Council deny RCRC's request.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: James E.S. Hayes, Director
Department: Office of Budget and Grants Management
Date Prepared: July 08, 2019 **Meeting Date:** July 23, 2019

Legal Review	Larry Smith via email	Date:	July 15, 2019
Finance Review	Stacey Hamm via email	Date:	July 08, 2019
Approved for Council consideration:	Assistant County Administrator	Sandra E. Yúdice, Ph.D.	
Committee	Administration and Finance		
Subject:	Richland County Recreation Commission - Redirection of Allen Benedict Funds		

Recommended Action:

Staff recommends allowing the Richland County Recreation Commission (RCRC) to be reimbursed for the Day of Giving program held on May 21, 2019. Though it is a program revision of funds approved for the Allen Benedict Court Residents, the residents were directly impacted, and the overall purpose and usage of the funds remained consistent with Council’s intent.

Motion Requested:

Move to approve a revision of the Recreation Commission’s usage of the funding approved by the County Council to assist residents of the Allen Benedict Court Community and to be reimbursed for those expenditures incurred during the Day of Giving.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact as the funding has already been approved by Council.

Motion of Origin:

There is no associated motion.

Council Member	
Meeting	
Date	

Discussion:

At its March 05, 2019 regular session council meeting, Richland County Council approved funding for the Richland County Recreation Commission, among other groups, to assist the displaced residents of the Allen-Benedict Court Community.

County Council originally approved funding for the RCRC to provide after-school activities at six locations. The Commission is requesting to revise their original proposal to be reimbursed for expenses incurred during its Day of Giving event held on May 21, 2019 at St. Andrews Park.

Attachments:

1. Richland County Recreation Commission Request



Contact Information

Contact: Lakita Watson
Executive Director
Richland County Recreation Commission

Address: 7473 Parklane Road
Columbia, South Carolina 29223

Email: lakita@rcrc.state.sc.us

Organization Information

Legal Name: Richland County Recreation Commission
Address: 7473 Parklane Road
City: Columbia
State: South Carolina
Zip: 29223
Telephone: 803.547-7272
E-Mail Address: lakita@rcrc.state.sc.us
Website Address: www.richlandcountyrecreation.com

Mission

Dedicated to enriching lives and connecting communities through diverse recreational opportunities.

Vision

To be recognized as a leader in park management and the delivery of quality recreation programs in order to better promote health and improve the quality of life in Richland County.

Request Information

Project Title: Resource Fair

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. The Richland County Recreation Commission (RCRC) has afterschool programs and summer camps located throughout the county.

Proposal Detail Revision: Due to a scheduling conflict with a preplanned special event RCRC was unable to attend the Resource Fair sponsored by Prizma Health, Columbia Housing Authority and Richland County Library held on April 27th. However, we had participated with the numerous conference calls and meetings used to set up the event. Also, there were two previous dates set, but other vendors decided to wait for the date and location that Prizma set in order to capitalize on the ability to provide medical information along with the other service vendors. The attendance at this fair was approximately 400 people, which included the general public as well as the Allen Benedict Court residents.

In order to ensure that we provide the greatest benefit to the most Allen-Benedict Court residents within our reach, RCRC will host a Day of Giving that will provide the displaced residents with basic everyday essentials including laundry care and personal hygiene products. In addition to the everyday essentials RCRC will provide twenty-five \$200 grocery gift cards and fifty \$150 vouchers to be used toward programing. The remanding funds will be used to purchase books, games, and activities for school aged youth in an effort to provide educational and enrichment activities to these youth during the summer months. The Day of Giving event will be open to Allen Benedict Court residents and their children. RCRC will provide refreshments and entertainment to ABC residents in attendance and will use funds from our current operating budget to cover the cost. We have contacted social workers employed with the Richland County Library to assist us with advertising the event to ABC residents who seek assistance from the Library.

Project Timeline Revision: The Day of Giving will be held at St. Andrews Park located at 920 Beatty Road on May 21st from 4-8 pm.

Total Funding Request: \$15,000

Richland County Council Request for Action

Subject:

Solid Waste Rate Study

Notes:

July 23, 2019 – The committee recommended Council accept staff's recommendation to approve and implement the recommendations contained in the Solid Waste Rate Study performed by HDR and the amendment to the Solid Waste section of the County's ordinance.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Dickerson and Members of the Committee
Prepared by: Art Braswell, General Manager, Solid Waste & Recycling Division
Department: Public Works
Date Prepared: July 12, 2019 **Meeting Date:** July 23, 2019

Legal Review	Elizabeth McLean via email	Date:	July 17, 2019
Budget Review	James Hayes via email	Date:	July 12, 2019
Finance Review	Stacey Hamm via email	Date:	July 15, 2109
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Solid Waste & Recycling Rate Study and Ordinance amendment		

Recommended Action:

Staff recommends that Council approve increases to County’s solid waste fees to cover costs of the County’s solid waste and recycling program and that Section 12-17 (c) (4) of the *Richland County Code of Ordinances* be changed as recommended.

Motion Requested:

Move to accept staff’s recommendation to approve and implement the recommendations contained in the Solid Waste Rate Study performed by HDR and amendment to the Solid Waste section of the County’s ordinance.

Request for Council Reconsideration: Yes

Fiscal Impact:

During the past two fiscal years, the Solid Waste Enterprise Fund had a negative net position of \$5.7 million and \$6.3 million. The proposed increases to the Solid Waste Fee and Landfill tipping fees will restore the Solid Waste Enterprise Fund to a positive balance within the next two years. The approved FY-20 and FY-21 budgets anticipated an increase in fees. The increase will bring in \$5,856,160 more a year that will cover the expenses to operate the Solid Waste Collection division.

Motion of Origin:

There is no associated Council motion.

Council Member	
Meeting	
Date	

Discussion:

Richland County collects a fee from County residents that goes into the Solid Waste Enterprise Fund to cover the cost of the County’s Solid Waste & Recycling Division as well as the Special Services Division. The majority of the fee pays for the curbside collection of residents’ garbage, recycling, and yard-waste. The fee was previously increased in 2008; however, operational costs to the program have continued to rise. Until recently, contracts for curbside service included an automatic annual 3.5% increase though revenues remained relatively flat. As a result, costs to operate the County’s solid waste collection program now exceed the revenue generated by the solid waste fee.

The last increase in the disposal rate at the Richland County Construction and Demolition Debris Landfill occurred in 1993. Costs to operate the landfill and to maintain the closed municipal solid waste (MSW) landfill cell have increased due to inflation and regulatory changes.

On January 31, 2019, the County awarded a contract to HDR to conduct a rate study for the Solid Waste & Recycling Division, focusing on the fee for residential curbside collection and the disposal fee at the Richland County C&D Landfill. HDR met and worked on the study with staff from the Solid Waste & Recycling Division, the Finance Department, and the Office of Budget and Grants Management. HDR has completed its study and will present the final report to Council along with recommendations for replenishing the Solid Waste Enterprise Fund.

Possible remedies to address the annual negative net positions of the Solid Waste Enterprise Fund include

- 25% increase in the solid waste fee that residents pay for curbside collection,
- 25% increase in the landfill disposal fee,
- requiring other non-Enterprise funded entities within the County to pay the disposal rate at the landfill, and
- deferring some capital expenses when possible

The table below shows a history of past increases in the solid waste fee and a projected increase of 25%.

Solid Waste Rates History				
Tax Bill Year	Road Side	% Increase	Back Yard	% Increase
1994	\$120.00		\$198.96	
2002	\$136.00	13%	\$265.20	33%
2004	\$168.00	24%	\$327.60	24%
2006	\$205.00	22%	\$400.00	22%
2008	\$249.00	21%	\$485.55	21%
Proposed 25%				
2019	311.25		606.94	

Finally, our current (and proposed) curbside collection rate structure is not in accordance with the *Richland County Code of Ordinances*, Section 12-17 (c) (4) which states:

“The cost of the higher level of roll cart service (backyard pick-up) shall be placed on the tax bills of all residents in the subdivision, however, said cost shall not exceed 1.8 times the basic curb service charge. In addition to the garbage collection charge, the county shall be entitled to collect the total cost of administering this program, which shall be divided among the individual homeowners on an equitable basis by the finance department annually.”

Staff recommends that the ordinance section be changed such that 1.8 multiplier referenced above be changed to 1.95.

Attachments:

1. HDR Report

Solid Waste Cost of Service and Rate Study

Richland County Solid Waste and Recycling

Richland County, South Carolina
July 2019



Contents

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Recommended Rate Design Changes	4

Introduction

Richland County Solid Waste and Recycling (RCSWR) sought a qualified professional firm to provide a Cost of Services and Rate Study for an eight-year period. HDR Engineering, Inc. (HDR) was selected to perform the work. The purpose of this report is to summarize the methodology and results of the study. The eight-year projection was based on an evaluation of the cost services included in the RCSWR system such as municipal solid waste (MSW), construction & demolition waste (C&D), yard waste, and collection and hauling.

The goal of this study is to review historical data, project cost of service, determine whether adequate fees are being charged to recover the costs of providing services, and, if not, provide recommendations regarding future rate design options. The methodology for conducting a cost of service and rate study requires a systematic progression of steps.

This report includes the following sections:

1. Introduction
2. Methodology Overview
3. Calculation of Cost of Service
4. Cost of Service Key Findings
5. Recommended Rate Design Changes

Methodology Overview

This overview provides the background information needed to understand how information developed through each of the analytical steps provides the data to determine the cost of service for each service type.

Selection of the Test Year

The test year is a consecutive 12-month period deemed to be a representative year for a utility in terms of costs and revenues relative to the year that rates will be in effect. For this study, the test year is FY 2019

Step 1. Review of Historical Expenses and Revenues

The second step in the cost of service analysis focused on reviewing all historical data.

Step 2. Development of the Revenue Requirement for the Test Year

The revenue requirement represents the total revenue needed to recover during a year in order to fund all expenses associated with the provision of solid waste services. HDR analyzed actual expenditures and non-tipping fee revenues for FY 2015 through FY 2018 as well as estimated expenses for FY 2019 in order to baseline the typical annual operating requirements of the Richland County solid waste system. Based on total expenses, HDR developed the test year for forecasting revenue requirements for FY 2020 through FY 2027.



Step 3. Development of Revenue Requirement for FY 2020 through FY 2027

HDR worked with Richland County staff to project future cost changes due to inflation, salary increases, additional personnel and additional capital needs. HDR reviewed historical inflation (annual percentages) to determine an escalation factor for certain costs; and determined revenue requirements accordingly for FY 2020 through FY 2027.

Step 4. Project Future Solid Waste Tonnage

In order to project future fee revenues, HDR projected solid waste tonnage using historical tonnages. Based on information from county staff, recent annual tonnage has been relatively flat. So to project future solid waste tonnage, a historical average of the last four years was used and projected with no annual growth rate applied between FY 2020 and FY 2027.

Step 5. Project Future Revenue under Current Rates

HDR developed projections concerning the amount of revenue that Richland County would generate from current tipping fees.

Step 6. Calculate the Cost of Service

The final step is to compare revenue requirements (Step 4) with projections of future revenue under current rates (Step 6) to estimate excess revenue/deficit in order to determine adequacy of existing tipping fee/disposal rates.

Calculation of Cost of Service

Table 1 provides profit/loss projections for the eight-year forecast given the annual revenue requirements (expenses less non-fee revenues) and current curbside collection and tipping fee revenues. In the table, fee related revenue is compared against the annual revenue requirement for FY 2020 through FY 2027 to determine adequacy of existing fees. Significant annual losses and/or cumulative losses indicate the need for increasing fees to cover future costs.



Table 1: Annual Profit/Loss Projections for FY 2020 to FY 2027

Category	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Annual expenses	\$34,241,577	\$35,268,824	\$36,326,889	\$37,416,695	\$38,539,196	\$39,695,372	\$40,886,233	\$42,112,820
Capital improvement expenditures	\$2,368,000	\$1,535,000	\$530,000	\$435,000	\$555,000	\$0	\$120,000	\$125,000
Annual revenues (non-fee related)	\$5,806,706	\$5,961,418	\$6,120,639	\$6,284,499	\$6,453,135	\$6,626,685	\$6,805,293	\$6,989,107
Annual revenue requirement	\$30,802,871	\$30,842,406	\$30,736,250	\$31,567,196	\$32,641,061	\$33,068,687	\$34,200,940	\$35,248,713
Annual revenues from fees (tipping + curbside collection)	\$23,275,011	\$23,533,118	\$23,794,204	\$24,058,300	\$24,325,444	\$24,595,669	\$24,869,011	\$25,145,507
Annual net excess revenue/loss	-\$7,527,860	-\$7,309,287	-\$6,942,046	-\$7,508,896	-\$8,315,617	-\$8,473,018	-\$9,331,928	-\$10,103,206
Cumulative excess revenue/loss	-\$7,527,860	-\$14,837,147	-\$21,779,194	-\$29,288,090	-\$37,603,707	-\$46,076,725	-\$55,408,653	-\$65,511,859



Cost of Service Key Findings

Key findings from the cost of service exercise include:

- Richland County runs as a pay-as-you-go system, meaning the Solid Waste and Recycling Department does not carry debt, which is a fiscally wise position for the long-term financial health of the system.
- RCSWR has several key revenue sources including property tax assessment, curbside collection fees, and tipping fees.
- Fee revenues have remained fairly static, in part due slow increases in tonnage of waste and no changes in existing fees for a lengthy period of time.
- There are several city and county departments from which RCSWR does not collect revenues from waste delivered to the landfill (approximately \$2.4 million in FY 2018).
- Annual operational expenses for the department are set to increase as haulers pass on collection costs to the County within their special contracts
- According to the annual excess revenue/deficit projections, Richland County has is expected to experience annual short-falls if nothing is modified.

Recommended Rate Design Changes

The cost of service analysis and projected net revenue requirements were used to identify adjustments to the existing tipping fee structure that would be necessary in order to offset the anticipated revenue deficiency in covering the cost of service. Two tipping fee scenarios are presented. Under each scenario, tipping fees are increased to meet the RCSWR need for revenue sufficiency including capital, equipment, and future operations.

Scenario 1 – Single Rate Adjustment and Collect from Current Non-Paying City and County Departments

The first rate design alternative is a simple single rate adjustment in FY 2020 with no additional adjustments thereafter for the remaining planning period. In addition to the rate adjustment, the RCSWR would begin to collect fees for solid waste from currently non-paying departments within the county. The adjustments will satisfy the revenue requirement over the eight-year planning period without additional adjustments (i.e., no annual indexed adjustment). Richland County would raise all fees by 25% to cover costs. In this alternative, tipping fee revenues are increased to:

1. Make the solid waste operations whole in each year;
2. Ensure a continued a pay-as-you-go system of capital and equipment improvements without the need for bond finance; and

The tipping fee increase is estimated by apportioning the annual revenue requirements to the individual tip fee categories. The average is taken of the fees (FY 2020-2027) as shown in Table 2.



Table 2: Projected Rate Design Scenario 1 – Single Rate Adjustment

	Current rate	Required rate (FY 2020-2027)	Increase
Curbside collection fee	\$249.00	\$311.25	\$62.25
Curbside collection fee (backyard)	\$485.55	\$606.94	\$121.39
C&D (construction debris)	\$18.50/ton	\$23.50/ton	\$5.00
Yard/land clearing debris/dirt	\$18.50/ton	\$23.50/ton	\$5.00
Brown goods/bulk items (household furniture)	\$18.50/ton	\$23.50/ton	\$5.00
Metal and appliances	\$18.50/ton	\$23.50/ton	\$5.00
Mattress/box spring	\$200.00/ton	\$250.00/ton	\$50.00
Tires	\$100.00/ton	\$150.00/ton	\$50.00
Broken or wood TV, or CRT monitors	\$0.55/lb	\$0.69/lb	\$0.13
TV and CRT monitors	\$0.25/lb	\$0.31/lb	\$0.06
Other electronics	\$0.15/lb	\$0.19/lb	\$.04
Residential mulch	\$10.80/ton	\$13.50/ton	\$2.70
Commercial mulch	\$10.80/ton	\$13.50/ton	\$2.70

Table 3: Scenario 1 Annual Profit/Loss Projections for FY 2020 to FY 2027 presents the profit/loss projections for the eight-year forecast under the proposed single rate adjustment in FY 2020. The table shows that under the single rate adjustment, RCSWR would run surpluses in all years except FY 2026 and 2027. For most of the period, the fund would run a cash reserve, this balance provides a cushion over any uncertainty in the projections and could allow for future unplanned expenses.



Table 3: Scenario 1 Annual Profit/Loss Projections for FY 2020 to FY 2027

Category	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Annual revenue requirement	\$30,802,871	\$30,842,406	\$30,736,250	\$31,567,196	\$32,641,061	\$33,068,687	\$34,200,940	\$35,248,713
Annual revenues from fees (tipping + curbside collection)	\$32,164,082	\$32,486,716	\$32,813,073	\$33,143,194	\$33,477,123	\$33,814,905	\$34,156,583	\$34,502,202
Annual net excess revenue/loss	\$1,361,211	\$1,644,310	\$2,076,823	\$1,575,998	\$836,062	\$746,218	-\$44,357	-\$746,511
Cumulative excess revenue/loss	\$1,361,211	\$3,005,521	\$5,082,344	\$6,658,342	\$7,494,403	\$8,240,621	\$8,196,264	\$7,449,753



ADVANTAGES OF SCENARIO 1

- A one-time fee adjustment is easiest for accounting
- The RCSWR would maintain a positive cash balance which provides a cushion over any uncertainty in the projections and could allow for future unplanned expenses.
- RCSWR will not need to defer any of their 2020 capital improvement plan.

DISADVANTAGES OF SCENARIO 1

- When dealing with substantial fee increases, a large one-year increase in tipping fees may be difficult for haulers who pass fees onto customers.

Scenario 2 – Stepped Tipping Fee Adjustment

Under the second proposed rate alternative, RCSWR would increase rates over two years. In order to accomplish this, RCSWR would defer some of their planned capital expenses to avoid budget deficits.

In this scenario, the second year tipping fee is higher than scenario 1 to cover some of the capital costs deferred in year 1.

Table 4: Projected Rate Design Scenario 2 – Stepped Tipping Fee Adjustment

	Current rate	FY 2020	FY 2021
Curbside collection fee	\$249.00	\$286.35	\$323.70
Curbside collection fee (backyard)	\$485.55	\$558.38	\$631.21
C&D (const. debris)	\$18.50/ton	\$21.50/ton	\$24.00/ton
Yard / land clearing debris / dirt	\$18.50/ton	\$21.50/ton	\$24.00/ton
Brown goods / bulk items (household furniture)	\$18.50/ton	\$21.50/ton	\$24.00/ton
Metal and appliances	\$18.50/ton	\$21.50/ton	\$24.00/ton
Mattress / box spring	\$200.00/ton	\$230.00/ton	\$260.00/ton
Tires	\$100.00/ton	\$150.00/ton	\$150.00/ton
Broke or wood TV, or CRT monitors	\$0.55/lb	\$0.63/lb	\$0.72/lb
TV & CRT monitors	\$0.25/lb	\$0.29/lb	\$0.33/lb
Other electronics	\$0.15/lb	\$0.17/lb	\$0.20/lb
Residential mulch	\$10.80/ton	\$12.40/ton	\$14.00/ton
Commercial mulch	\$10.80/ton	\$12.40/ton	\$14.00/ton

Table 5 presents the profit/loss projections for the eight-year forecast under the two year stepped rate adjustments in FY 2020 and FY 2021. The table shows that under the stepped rate adjustment, RCSWR would run surpluses in all years except in year 2020. In FY 2020, to avoid this negative cash flow, the RCSWR would defer some of its capital improvement plan to years with positive balances. As in the single rate increase, the positive cumulative balance provides a cushion over any uncertainty in the projections and could allow for future unplanned expenses.



Table 5: Scenario 2 Annual Profit/Loss Projections for FY 2020 to FY 2027

Category	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Annual revenue requirement	\$30,802,871	\$30,842,406	\$30,736,250	\$31,567,196	\$32,641,061	\$33,068,687	\$34,200,940	\$35,248,713
Annual revenues from fees (tipping + curbside collection)	\$29,587,504	\$33,705,319	\$34,044,730	\$34,388,056	\$34,735,342	\$35,086,635	\$35,441,980	\$35,801,424
Annual net excess revenue/loss	-\$1,215,366	\$2,862,913	\$3,308,480	\$2,820,860	\$2,094,281	\$2,017,948	\$1,241,040	\$552,711
Cumulative excess revenue/loss	-\$1,215,366	\$1,647,547	\$4,956,027	\$7,776,886	\$9,871,167	\$11,889,115	\$13,130,155	\$13,682,867



ADVANTAGES OF SCENARIO 2

- When dealing with substantial fee increases, phased fee increases are typically easier for haulers who pass fees onto customers than are single year fee increases.
- The RCSWR would maintain a positive cash balance which provides a cushion over any uncertainty in the projections and could allow for future unplanned expenses.

DISADVANTAGES OF SCENARIO 2

- Multi-year fee adjustments may be more difficult for revenue tracking and accounting
- Results in a higher fee in year two through eight than in scenario 1.
- The RCSWR would need to defer some of their 2020 capital improvement plan the first year in order to avoid a continued budget deficit. Those purchases would be made up in the following years as fees are increased.



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Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits; and other related matters

Notes:

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

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, REI Automation, Inc. in conjunction with one or more affiliates (collectively, “Company”) desires to expand its business of designing and building custom industrial equipment, including assembly lines, robotic cells, and special purposes machines for manufacturers in South Carolina and across the world, within the County (“Project”), consisting of taxable investments in real and personal property of not less than Three Million (\$3,000,000) Dollars, along with the creation of 35 new full-time jobs;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, 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 Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: August 1, 2019
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and among

RICHLAND COUNTY, SOUTH CAROLINA

and

REI AUTOMATION, INC.

and

REI AUTOMATION LAND COMPANY, LLC

Effective as of: []

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2019 (“Agreement”), is by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REI Automation, Inc. and REI Automation Land Company, LLC, a South Carolina corporation and an affiliated Limited Liability Company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to expand its business of designing and building custom industrial equipment, including assembly lines, robotic cells, and special purposes machines for manufacturers in South Carolina and across the world in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than Three Million (\$3,000,000) Dollars and the creation of 35 new, full-time jobs;

WHEREAS, by an ordinance enacted on _____, 2019 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Three Million (\$3,000,000) Dollars in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than January 31, 2021 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 35 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.3. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. Clawback. If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, then [the Infrastructure Credit will immediately terminate]/[the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term] and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Jobs Commitment}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$[I] in Infrastructure Credits, and had invested \$[D] and created [A] jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = [A]/[B] = [C]\%$$

$$\text{Investment Achievement Percentage} = \$[D]/\$[E] = [F]\%$$

$$\text{Overall Achievement Percentage} = ([C]\% + [F]\%)/2 = [G]\%$$

$$\text{Clawback Percentage} = 100\% - G\% = H\%$$

$$\text{Repayment Amount} = \$[I] \times [H]\% = \$[J]$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2020, deliver to the Economic Development Director of the County 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, with respect to the Company.

Section 2.6 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company 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 Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company 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 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the 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 Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the 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 3.3. 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 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 3.4. Remedies Not Exclusive. No remedy described in this 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 Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) 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).

(b) The County acknowledges that the Company 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 Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this 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 Company 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 Company 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 Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this 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 Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this 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 or performance of any of the covenants and

agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company 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 Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company 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 Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company 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 Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; 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 Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
-------------------	--

with a copy to
(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
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

REI Automation, Inc.
1250 Veterans Road
Columbia, SC 29209
ATTN: Grant Phillips

with a copy to

Clinch H. Belser, Jr.
Belser, & Belser, P.A.
1325 Park Street, Ste. 300
Columbia, SC 29201

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$[TBD]. The Company 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 Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company 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.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this 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 Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this 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 Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, [PROJECT NAME], has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**REI AUTOMATION, INC. AND
REI AUTOMATION LAND COMPANY, LLC**

By: _____

Name: Grant R. Phillips

Its: President and Managing Member

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 5.45 acres, more or less, as shown on a plat prepared for Columbia Systems Technologies, LLC, prepared by Baxter Land Surveying Company, Inc., Rosser W. Baxter, Jr., dated July 20, 2001 and recorded October 4, 2001 in Book 574 at Page 273 in the Office of the Register of Deeds for Richland County. Reference being made to said plat for a more complete and accurate description, be all measurements a little more or less.

Derivation: This being the identical property heretofore conveyed unto Cook Properties, LLC by Deed of Jaquelyn B. Busbee, dated and recorded November 2, 2010 in the Office of Register of Deeds for Richland County in Book 1643 at Page 1299, and thereafter conveyed to REI Automation Land Company, LLC by deed recorded in Book 1844 at page 2328.

AND

All that certain piece, parcel or tract of land containing 2.22 acres of land, situate, lying and being on the northern side of Interstate Route 1-77, in the City of Columbia, in Richland County, State of South Carolina and being shown on the South Carolina Department of Transportation Plans for Interstate Route 1-77, File 40.277A, Sheets 26 and 38, Tract 7B. This being the same property shown as "Vacant Lot" on a boundary survey for Columbia Fluid Systems Technologies, LLC by Baxter Land Surveying Co., Inc., dated February 9, 2005. Said property being more particularly described as follows:

Beginning at a point on the southwestern most corner of the subject parcel on the new 150-foot right of way line and control of access line of Interstate Route 1-77 and on the present 25-foot right of way line of Road S-1534 (Veterans Road) at approximate survey station 10+42 of Road S-1534; thence N 40-40-17 W, 156.07 feet along the present 25-foot right of way line of Road S-1534 to a point on the present 25-foot right of way line of Road S-1534; thence continuing N 39-12-32 W, 65.05 feet along the present 25-foot right of way line of Road S-1534 to a point on the present 25-foot right of way line of Road S-1534 and on the Northern property line of the subject parcel; thence N 78-38-00 E, 334.80 feet along the northern property line of the subject parcel to a point on the northern property line of the subject parcel; thence continuing N 75-45-49 E, 200.32 feet along the northern property line of the subject parcel to a point on the Northern property line of the subject parcel; thence continuing N 78-36-37 E, 140.57 feet along the northern property line of the subject parcel to a point on the Northern property line of the subject parcel; thence continuing N 76-13-34 E, 195.17 feet along the Northern property line of the subject parcel to a point on the eastern property line of the subject parcel and new transitional right of way line of Interstate Route 1-77; thence S 24-27-42 E, 35.71 feet along the eastern property line of the subject parcel and new transitional right of way line of Interstate Route 1-77 to a point on the new 150 foot right of way line and control of access line of Interstate Route 1-77; thence S 65-42-30 W, 791.82 feet along the new 150-foot right of way line a control of access line of Interstate Route 1-77 to the point of beginning. Being bounded on the North by lands of Columbia Fluid Systems Technologies, LLC; on the West by Road S-1534 (Veterans Road); and on all other sides by the right of way line of Interstate Route 1-77.

This being the same property conveyed to REI Automation Land Company, LLC by Deed of Cook Properties, LLC recorded 05/19/06 in the Office of the Register of Deeds for Richland County, South Carolina in Deed Book 1185, at Page 695.

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

THE INFRASTRUCTURE CREDIT SHALL BE IN THE AMOUNT OF 15% EACH YEAR FOR A PERIOD OF 10 YEARS, BEGINNING WITH THE FEE-IN-LIEU OF PROPERTY TAX PAYMENT DUE AND PAYABLE ON JANUARY 15, 2020 AND RUNNING CONSECUTIVELY.

EXHIBIT C (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Andrew N. Theodore (Drew)

Home Address: 710 Elizabeth Ave., Columbia, S.C. 29205

Telephone: (home) 803-782-8282 (work) 803-799-6936

Office Address: 3020 Devine Street, Columbia, S.C. 29205

Email address : dtheodore@theodoreinsurance.com

Educational Background: Bachelor of Arts USC 1980

Professional Background: President Goldsmith-Theodore Agency Inc. 1985

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium

Reason for interest: I served on the Board of the Township and was involved in the revovation.

I served as Chairman of the Board for 7 years and put my heart into it. I would like to continue

Your characteristics/qualifications, which would be an asset to Committee, Board

or Commission: I understand the workings of the Township and am good at

working with people to bring concensus to issues.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): Paul Livingston, Jim Manning

Hours willing to commit each month: 6 hours

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 _____

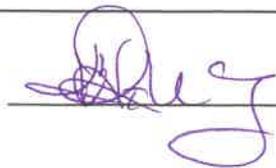
If so, describe: _____

 _____ 05/14/2019
Applicant's Signature

**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>5-17-19</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Abigail R. Rogers

Home Address: 21 Black Gum Rd Columbia SC 29209

Telephone: (home) (803) 783-9709 (work) (803) 237-7526

Office Address: 1400 Harden street Columbia SC 29204

Email Address: Harrisfella1@aol.com

Educational Background: Juris Doctor (JD) USC Law School (82), Dual Masters of Criminal Justice and Criminology USC (2013), Presently PhD Candidate School of Education USC (ABD) expected graduation date December 2019.

Professional Background: Member of SC Bar (Attorney), Former Family Court Judge (5th Circuit), Professor of Criminal Justice

Male

Female

Age: 18-25

26-50

Over 50X

Name of Committee in which interested: Township Auditorium Board of Directors

Reason for interest: If appointed this will be my second term as a Board Member. I am honored to serve and I have been actively participating in the growth of the Township my entire term. I was also elected as the Vice Chairperson of the Board. I wish to continue to participate in the growth and progress of the Township. We have several projects pending to include purchasing adjacent lots to develop a (much needed) parking lot and expanding our shows to appeal to our community's diverse interests.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am well read and do my homework on the background for Township Auditorium projects. I take my role as a Board member very seriously. I have lived, attended school and church in Richland county all of my life. I know this community well. My father (the late Willie R. Rogers) served on County Council years ago and instilled in my brother and me the importance of service to others where ever they live: Richland County, City of Columbia and State of SC. We must serve our community/

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? Recommended by Council Member(s): Councilman Jim Manning

Hours willing to commit each month: as many hours 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-forprofit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe:

_____ 6-6-19
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.
305 of 389

Staff Use Only

Date Received: 6-7-19

Received by: 

Date Sent to _____ Council:

Status of Application: Approved Denied On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Harold (Harry) Cushman Ward
Home Address: 720 Kilbourne Rd., 29205
Telephone: (home) 803-256-1241 (work) 803-240-5019
Office Address: 720 Kilbourne Rd., 29205
Email Address: haroldcward@gmail.com
Educational Background: B.S. Business Administration
Professional Background: Business Management and Financial Services

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium Board

Reason for interest: A proud life long resident of Richland County and over last 20+ years have volunteered to better our community for all and quality of living.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Passion to serve with various County Boards to assist as I can.

Prior service in healthcare and addition's regional growth.

Strong business knowledge.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? To see this venue draw Regionally

Recommended by Council Member(s):

Hours willing to commit each month: As needed to grow facility.

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 (pardon 8-2-14) 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: _____

Harry Cabral
Applicant's Signature

6/6/2019
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>6-7-19</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	



TRANSPORTATION PROGRAM

June 27, 2019

Mr. Michael Niermeier
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Resurfacing Package Q
PDT-770-IFB-2019

Dear Mr. Niermeier:

A bid opening was held at 2:00 PM on Wednesday, June 26, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package Q Project. The Richland Program Development Team has reviewed the five (5) submitted bids for Resurfacing Package Q which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

RESURFACING PACKAGE Q - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Palmetto Corporation of Conway, Inc.	\$4,294,813.87
Sloan Construction	\$4,858,606.51
Eurovia Atlantic Coast LLC, dba Blythe	\$4,993,967.97
C.R. Jackson, Inc.	\$4,979,344.82
Lynches River Contracting, Inc.	\$5,797,782.60

Further review shows that the Palmetto Corporation of Conway, 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 June 5, 2019 during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Palmetto Corporation of Conway's bid to be 29.6% below the Engineer's Estimate of \$6,096,388.53 for the project. In accordance with the recommendation of the County's OSBO Office there was no SLBE participation requirement associated with this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Corporation of Conway, Incorporated. It is further recommended that the approval of the award also include a 10% contingency of \$429,481.39. 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: Dr. John Thompson, Richland County Acting County Administrator
Jennifer Wladischkin, Richland County Procurement Manager
Erica Wade, Richland County OSBO Manager
Taylor Neely, Richland PDT

ATTACHMENTS:

Certified Bid Tab
Bid Form – Palmetto Corporation of Conway, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
Palmetto Corporation of Conway, Inc. License Confirmation

BIDDER INFORMATION

COMPANY NAME *

Palmetto Corp of Conway, Inc

COMPANY PHONE NUMBER *

(843) 365-2156

COMPANY ADDRESS *

3873 Hwy 701 North, Conway, SC 26526

EMAIL ADDRESS *

klevy@palmettocorp.com

CONTRACTOR LICENSE NUMBER *

G14514

SC SALES TAX NUMBER *

026 27679 8

**FEDERAL TAX ID
NUMBER ***

57-0851898

AUTHORIZED AGENT NAME *

Shawn Godwin

AUTHORIZED AGENT TITLE *

President

BID FORM

\$3,707,447.41

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$125,000.00	\$125,000.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$77,000.00	\$77,000.00
1050800	CONSTRUCTION STAKES, LINES AND GRADES	EA	51.0000	\$100.00	\$5,100.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	21,958.1111	\$47.15	\$1,035,324.94
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	110,721.0498	\$2.50	\$276,802.62
4030320	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	22,902.3950	\$94.30	\$2,159,695.85
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	1,824.0000	\$5.00	\$9,120.00
6241010	4" WHITE SOLID LINES (PVT. EDGE LINES)- PERM.PVMT.MARKING	LF	48.0000	\$3.50	\$168.00
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)- PERM.PVMT.MARKING	LF	1,632.0000	\$8.00	\$13,056.00
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)-FAST DRY PAINT	LF	1,632.0000	\$2.50	\$4,080.00
6250030	WHITE SINGLE ARROWS (LT, STRGHT, RT)-FAST DRY PAINT	EA	14.0000	\$30.00	\$420.00
6241031	WHITE SINGLE ARROWS (LT, STRGHT, RT) PERM.PVMT.MARKING	EA	14.0000	\$120.00	\$1,680.00
Total:					\$3,707,447.41

DECKER BLVD RESURFACING WORKSHEET

\$587,366.46

Item Code	Description	Quantity	Units	Unit Price	Extension
1031000	MOBILIZATION	1.0000	LS	\$16,500.00	\$16,500.00
1071000	TRAFFIC CONTROL	1.0000	LS	\$40,000.00	\$40,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	465.4553	SY	\$64.50	\$30,021.87
4013200	MILLING EXISTING ASPHALT PAVEMENT (2")	38,429.2222	SY	\$1.60	\$61,486.76
4030320	HOT MIX ASPHALT SURFACE COURSE - TYPE B	3,842.8482	TON	\$94.35	\$362,572.73
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	236.0000	EA	\$10.00	\$2,360.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	1,024.0000	SF	\$5.00	\$5,120.00
6250005	4" WHITE BROKEN LINES(GAPS EXCLUDED) FAST DRY PAINT	3,627.0000	LF	\$0.12	\$435.24
6250015	8" WHITE SOLID LINES (CROSSWALK LINES)-FAST DRY PAINT	1,810.0000	LF	\$1.25	\$2,262.50
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)-FAST DRY PAINT	600.0000	LF	\$2.50	\$1,500.00
6250030	WHITE SINGLE ARROWS (LT, STRGHT, RT) FAST DRY PAINT	30.0000	EA	\$30.00	\$900.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	9.0000	EA	\$50.00	\$450.00
6250040	WHITE COMBO ARROWS (LT, STRGHT, RT) FAST DRY PAINT	7.0000	EA	\$60.00	\$420.00
6250110	4" YELLOW SOLID LINES(PVT.EDGE LINES) FAST DRY PAINT	16,378.0000	LF	\$0.12	\$1,965.36
6271005	4" WHITE BROKEN LINES(GAPS EXCLUDED) THERMO. 90 MIL	3,627.0000	LF	\$1.00	\$3,627.00
6271015	8" WHITE SOLID LINES (CROSSWALK LINES) THERMO. 90 MIL	1,810.0000	LF	\$3.00	\$5,430.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES) THERMO. 125 MIL	600.0000	LF	\$9.00	\$5,400.00
Total:					\$587,366.46

Item Code	Description	Quantity	Units	Unit Price	Extension
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO. 125 MIL	30.0000	EA	\$100.00	\$3,000.00
6271035	WHITE WORD MESSAGE "ONLY" THERMO. 125 MIL	9.0000	EA	\$125.00	\$1,125.00
6271040	WHITE COMBO ARROWS (LT, STRGHT, RT) THERMO. 125 MIL	7.0000	EA	\$125.00	\$875.00
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO. 90 MIL	16,378.0000	LF	\$0.50	\$8,189.00
6301005	PERMANENT CLEAR PAVEMENT MARKERS MONO-4"X4"	272.0000	EA	\$5.50	\$1,496.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.-4"X4"	236.0000	EA	\$5.50	\$1,298.00
6770413	FURNISH & INSTALL NO. 14 COOPER WIRE	16,720.0000	LF	\$0.35	\$5,852.00
6780495	SAWCUT FOR LOOP DETECTOR	4,180.0000	LF	\$6.00	\$25,080.00
Total:					\$587,366.46



2019 RESURFACING PACKAGE "Q" PDT-770-IFB-2019

ITEM #	DESCRIPTION	LENGTH (M.)	UNITS	TOTAL PAVT QUANTITY	Engineer's Estimate		Palmetto Corp. of Conway		Sloan Construction		Blythe Construction		C.R. Jackson		Lynchus River Construction	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION		LS	1,000												
1071000	TRAFFIC CONTROL		LS	1,000												
105900X	CONSTRUCTION STAKES, LINES AND GRADES		EA	51,000												
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)		SY	21,958.11												
4013500	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)		SY	110,721.050												
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C		TON	22,902.395												
6051100	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		SF	1,824.000												
6241010	4" WHITE SOLID LINES (PVT. EDGE LINES)-PERM P/MT MARKING		LF	48.000												
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)-PERM P/MT MARKING		LF	1,632.000												
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)-FAST DRY PAINT		LF	1,632.000												
6250000	WHITE SINGLE ARROWS (LT. STRIGHT, RT)-FAST DRY PAINT		EA	14,000												
9514011	WHITE SINGLE ARROWS (LT. STRIGHT, RT) PERM P/MT MARKING		EA	14,000												
9514011	DECKLEF RESURFACING WORKSHEET		LS	1,000												
	Total															



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Resurfacing Package Q

Date: June 5, 2019

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Taylor Neeley PDT	tneeley@richlandcounty.com	
John Ard / Palmetto Sitemark Services	jaard@psusllc.com	843-550-0318
Kristin Jackson / C.B. Jackson	kjackson@CBJackson.com	803-750-6070
Cal Stoff / LRC		
CARBRA CONSTRUCTION & DESIGN	TAYLOR @ CARBRA DESIGN.COM BETTY @ CARBRA DESIGN.COM	(803) 764-2775
Paul Edwards / Sloan Construction	edwards@pslonce.net	803-260-6162
Tripp Owings / Blythe	tripp.owings@evrovia.us	803-600-1271
Gerard Walker / PDT	gwalker@richlandparry.com	803-726-6151
Sierra Flynn / Procurement	flynn.sierra@richlandcounty.sc.gov	
HUGH EDWARDS	H.EDWARDS@PALMETTOCORP.COM	803-445-9980



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Resurfacing Package Q

Date: June 5, 2019

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Brian King	bking@richlandpenny.com	803-351-5289
Jennifer Wladschir /RC	wladja@richlandcountysc.gov	576-2130
Dale Collier / PDT	dcollier@richlandpenny.com	803-917-6258

Print this page

Board: Commercial Contractors

PALMETTO CORP OF CONWAY
3873 HWY 701 N
CONWAY, SC 29526
(843)365-2156

License number: 14514
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 03/02/1992
Classification: GD5 WL5 AP5 CP5 WP5
Qualified By: Financial Statement
President / Owner: A SHAWN GODWIN

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
[GODWIN ANTHONY \(COG\)](#)
[ATKINSON KENNETH \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders View Other License for this Person
No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD)**: includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY)**: includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U)**: "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P)**: "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NET WORTH/SURETY BOND REQUIREMENTS***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018



TRANSPORTATION PROGRAM

July 18, 2019

Mr. Michael Niermeier
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: North Springs and Harrington Road Intersection
PDT-301-IFB-2019

Dear Mr. Niermeier:

A bid opening was held at 2:00 PM on Wednesday, July 17, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the North Springs and Harrington Road Intersection Project. The Richland Program Development Team has reviewed the four (4) submitted bids for North Springs and Harrington Road Intersection which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

NORTH SPRINGS AND HARRINGTON ROAD INTERSECTION - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Palmetto Corporation of Conway, Inc.	\$960,931.00
C.R. Jackson, Inc.	\$997,721.80
AOS Specialty Contractors, Inc.	\$1,101,860.53
Cherokee, Inc.	\$1,121,810.54

Further review shows that the Palmetto Corporation of Conway, 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 2:00 PM on June 19, 2019 during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Palmetto Corporation of Conway's bid to be within 10% of the Engineer's Estimate of \$923,423.02 for the project. A review of the low bid also shows a commitment of **15%** utilization of Small Local Business Enterprise (SLBE) companies which equals the 15% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Corporation of Conway, Incorporated. It is further recommended that the approval of the award also include a 10% contingency of \$96,093.10. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Dr. John Thompson, Richland County Acting County Administrator
Jennifer Wladischkin, Richland County Procurement Manager
Erica Wade, Richland County OSBO Manager
Taylor Neely, Richland PDT

ATTACHMENTS:

Certified Bid Tab
Bid Form – Palmetto Corporation of Conway, Inc.
Bid Comparison to Engineering Estimate
Pre-Bid Sign In Sheets
Palmetto Corporation of Conway, Inc. License Confirmation
Palmetto Corporation of Conway, Inc. SLBE Participation Sheet

BIDDER INFORMATION

COMPANY NAME *

Palmetto Corp of Conway, Inc

COMPANY PHONE NUMBER *

(843) 365-2156

COMPANY ADDRESS *

3873 Hwy 701 North, Conway, SC 26526

EMAIL ADDRESS *

lalmonte@palmettocorp.com

CONTRACTOR LICENSE NUMBER *

G14514

SC SALES TAX NUMBER *

02627679-8U

**FEDERAL TAX ID
NUMBER ***

57-0851898

AUTHORIZED AGENT NAME *

Shawn Godwin

AUTHORIZED AGENT TITLE *

President

BID FORM

\$871,804.00

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$45,000.00	\$45,000.00
1032010	BONDS AND INSURANCE	LS	1.0000	\$17,500.00	\$17,500.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.0000	\$16,000.00	\$16,000.00
1052100	UTILITY COORDINATION	LS	1.0000	\$5,500.00	\$5,500.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$75,000.00	\$75,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1.0000	\$2,000.00	\$2,000.00
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	LS	1.0000	\$75,500.00	\$75,500.00
2021005	REMOVAL & DISPOSAL OF EXISTING CATCH BASIN	EA	3.0000	\$2,790.00	\$8,370.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	890.0000	\$32.00	\$28,480.00
2027801	REMOVAL OF EXISTING GUARDRAIL	LF	162.5000	\$1.00	\$162.50
2031000	UNCLASSIFIED EXCAVATION	CY	350.0000	\$36.00	\$12,600.00
2033000	BORROW EXCAVATION	CY	541.0000	\$34.00	\$18,394.00
2081001	FINE GRADING	SY	2,970.0000	\$2.00	\$5,940.00
2091000	SELECT MATERIAL FOR SHOULDERS & SLOPES	CY	202.0000	\$45.50	\$9,191.00
2103000	FLOWABLE FILL	CY	10.0000	\$196.00	\$1,960.00
3069900	MAINTENANCE STONE	TON	138.0000	\$60.00	\$8,280.00
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	TON	693.0000	\$72.00	\$49,896.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	166.0000	\$625.00	\$103,750.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	390.0000	\$13.50	\$5,265.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,762.0000	\$67.00	\$118,054.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	800.0000	\$74.00	\$59,200.00
6021120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	372.0000	\$6.75	\$2,511.00

Item #	Description	Units	Quantity	Unit Price	Extension
6092100	TEMPORARY CLEAR PAVEMENT MARKERS MONO-DIR.-4"X4"	EA	9.0000	\$7.50	\$67.50
6092155	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR.-4"X4"	EA	32.0000	\$7.50	\$240.00
6250005	4" WHITE BROKEN LINES -(GAPS EXCLUDED)-FAST DRY PAINT	LF	894.0000	\$0.30	\$268.20

Item #	Description	Units	Quantity	Unit Price	Extension
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	LF	2,741.0000	\$0.15	\$411.15
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	LF	52.0000	\$3.00	\$156.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	EA	7.0000	\$35.00	\$245.00
6250035	WHITE WORD MESSAGE "ONLY"-FAST DRY PAINT	EA	3.0000	\$35.00	\$105.00
6250040	WHITE COMBINATION ARROW(STR.& RT.OR STR.& LT.)FAST DRY PAINT	EA	2.0000	\$35.00	\$70.00
6250110	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	LF	2,225.0000	\$0.15	\$333.75
6250115	24"YELLOW DIAGONAL LINES-FAST DRY PAINT	LF	110.0000	\$3.00	\$330.00
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC-90 MIL.	LF	894.0000	\$0.90	\$804.60
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	LF	2,741.0000	\$0.45	\$1,233.45
6271015	8" WHITE SOLID LINES - THERMO.- 90 MIL.	LF	252.0000	\$2.50	\$630.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	LF	52.0000	\$7.50	\$390.00
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	EA	7.0000	\$75.00	\$525.00
6271035	WHITE WORD MESSAGE "ONLY" -THERMOPLASTIC - 125 MIL.	EA	3.0000	\$75.00	\$225.00
6271040	WHITE COMBINATION ARROW(STR.& RT.OR STR.& LT.)THERMO - 125 MIL	EA	2.0000	\$100.00	\$200.00

Item #	Description	Units	Quantity	Unit Price	Extension
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	LF	5,413.0000	\$0.45	\$2,435.85
6271080	24" YELLOW SOLID LINES-THERMO-125 MIL.	LF	110.0000	\$7.50	\$825.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.- 4"X4"	EA	9.0000	\$7.50	\$67.50
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	EA	32.0000	\$7.50	\$240.00
6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN	SF	38.0000	\$16.20	\$615.60
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	97.0000	\$9.25	\$897.25
7143618	18" SMOOTH WALL PIPE	LF	64.0000	\$85.00	\$5,440.00
7149999	CLEANING EXISTING PIPE	LF	550.0000	\$20.00	\$11,000.00
7191605	CATCH BASIN - TYPE 16	EA	1.0000	\$5,400.00	\$5,400.00
7191625	CATCH BASIN - TYPE 17	EA	4.0000	\$13,300.00	\$53,200.00
7196151	CATCH BASIN - TYPE 9 (TOP ONLY)	EA	3.0000	\$1,900.00	\$5,700.00

Item #	Description	Units	Quantity	Unit Price	Extension
7198470	MANHOLE-CONVERT CB T-9	EA	1.0000	\$2,300.00	\$2,300.00
7203100	CONCRETE C & G (1'6") VERTICAL FACE	LF	50.0000	\$43.00	\$2,150.00
7203210	CONCRETE C & G (2'0") VERTICAL FACE	LF	120.0000	\$39.00	\$4,680.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	850.0000	\$48.00	\$40,800.00
7204900	DETECTABLE WARNING MATERIAL	SF	50.0000	\$43.00	\$2,150.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	100.0000	\$105.00	\$10,500.00
8051151	MT3 LEADING EDGE TREATMENT TL3	EA	1.0000	\$3,659.00	\$3,659.00
8051710	MB TRAILING END TREATMENT	EA	1.0000	\$1,500.00	\$1,500.00
8052100	MGS3 GR STANDARD SHOULDER	LF	200.0000	\$19.00	\$3,800.00
8071000	RESET FENCE	LF	38.0000	\$100.00	\$3,800.00

Item #	Description	Units	Quantity	Unit Price	Extension
8072000	RESET CHAIN LINK FENCE	LF	35.0000	\$100.00	\$3,500.00
8081000	MOVE ITEM # 1 (MAILBOX)	EA	1.0000	\$850.00	\$850.00
8081000	MOVE ITEM # 2 (RESET SIGN)	EA	1.0000	\$1,200.00	\$1,200.00
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	29.0000	\$65.00	\$1,885.00
8091050	RIGHT OF WAY PLAT	LS	1.0000	\$2,500.00	\$2,500.00
8100100	PERMANENT COVER	ACRE	0.5000	\$2,500.00	\$1,250.00
8100200	TEMPORARY COVER	ACRE	0.2500	\$3,000.00	\$750.00
8104005	FERTILIZER (NITROGEN)	LB	50.0000	\$1.95	\$97.50
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	50.0000	\$1.95	\$97.50
8104015	FERTILIZER (POTASH)	LB	50.0000	\$1.95	\$97.50
8105005	AGRICULTURAL GRANULAR LIME	LB	1,000.0000	\$0.35	\$350.00
8109050	SELECTIVE WATERING	GAL	54,300.0000	\$0.05	\$2,715.00
8109901	MOWING	ACRE	1.5000	\$550.00	\$825.00
8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	MSY	1.2750	\$1,550.00	\$1,976.25
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	144.0000	\$12.00	\$1,728.00

Item #	Description	Units	Quantity	Unit Price	Extension
8153000	SILT FENCE	LF	2,340.0000	\$2.10	\$4,914.00
8153090	REPLACE/REPAIR SILT FENCE	LF	234.0000	\$2.00	\$468.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	585.0000	\$4.50	\$2,632.50
8156219	INLET STRUCTURE FILTER - TYPE A	LF	14.0000	\$12.00	\$168.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	550.0000	\$12.40	\$6,820.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	54.0000	\$19.10	\$1,031.40
Total:					\$871,804.00

UTILITY RELOCATION NO. 1 WORKSHEET

\$89,127.00

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-01	POTHOLE (EARLY DETERMINATION OF UTILITY VERTICLE DEPTH)	3.0000	EA	\$850.00	\$2,550.00
WS-02	12" WATER LINE VERTICAL OFFSET WITH BYPASS - (INCLUDES LINE TAPS, LINE STOPS, VALVES, FITTINGS, CONCRETE BLOCKING)	1.0000	EA	\$61,426.00	\$61,426.00
WS-03	12" DUCTILE IRON PIPE CL 350 (RESTRAINED JOINT)	150.0000	LF	\$123.34	\$18,501.00
WS-04	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1.0000	EA	\$5,100.00	\$5,100.00
WS-05	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	1.0000	EA	\$750.00	\$750.00
WS-06	ADJUST SEWER MANHOLE (Raise to Finish Surface)	1.0000	EA	\$800.00	\$800.00
Total:					\$89,127.00



N. SPRINGS RD & HARRINGTON RD INTERSECTION - PDT-301-IFB-2019

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Palmetto Corp. of Conway		C.R. Jackson		AOS Specialty Contractors		Cherokee, Inc	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.000	\$ 45,000.00	\$ 45,000.00	\$ 49,000.00	\$ 49,000.00	\$ 105,875.00	\$ 105,875.00	\$ 55,749.46	\$ 55,749.46		
1032010	BONDS AND INSURANCE	LS	1.000	\$ 17,500.00	\$ 17,500.00	\$ 19,000.00	\$ 19,000.00	\$ 16,260.00	\$ 16,260.00	\$ 22,299.78	\$ 22,299.78		
1050000	CONSTRUCTION STAKES, LINES & GRADES	EA	1.000	\$ 16,000.00	\$ 16,000.00	\$ 17,100.00	\$ 17,100.00	\$ 23,765.00	\$ 23,765.00	\$ 25,000.00	\$ 25,000.00		
1052000	UTILITY RELOCATION # 1	LS	1.000	\$ 89,127.00	\$ 89,127.00	\$ 79,126.00	\$ 79,126.00	\$ 106,327.00	\$ 106,327.00	\$ 90,994.90	\$ 90,994.90		
1052100	UTILITY COORDINATION	LS	1.000	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,815.00	\$ 7,815.00	\$ 5,200.00	\$ 5,200.00		
1071000	TRAFFIC CONTROL	LS	1.000	\$ 75,000.00	\$ 75,000.00	\$ 115,000.00	\$ 115,000.00	\$ 56,000.00	\$ 56,000.00	\$ 85,000.00	\$ 85,000.00		
1080300	CPM PROGRESS SCHEDULE	LS	1.000	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00	\$ 2,500.00	\$ 2,500.00		
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	LS	1.000	\$ 75,500.00	\$ 75,500.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00		
2021005	REMOVAL & DISPOSAL OF EXISTING CATCH BASIN	EA	3.000	\$ 2,790.00	\$ 8,370.00	\$ 3,600.00	\$ 3,600.00	\$ 1,485.00	\$ 4,455.00	\$ 1,000.00	\$ 3,000.00		
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	890.000	\$ 32.00	\$ 28,480.00	\$ 15.00	\$ 13,350.00	\$ 18.00	\$ 16,020.00	\$ 20.00	\$ 17,800.00		
2027801	REMOVAL OF EXISTING GUARDRAIL	LF	162.500	\$ 1.00	\$ 162.50	\$ 1.00	\$ 162.50	\$ 1.25	\$ 203.13	\$ 2.00	\$ 325.00		
2031000	UNCLASSIFIED EXCAVATION	CY	350.000	\$ 36.00	\$ 12,600.00	\$ 100.00	\$ 35,000.00	\$ 21.25	\$ 7,437.50	\$ 50.00	\$ 17,500.00		
2033000	BORROW EXCAVATION	CY	541.000	\$ 34.00	\$ 18,394.00	\$ 50.00	\$ 27,050.00	\$ 45.00	\$ 24,345.00	\$ 35.00	\$ 18,935.00		
2081001	FINE GRADING	SY	2,970.000	\$ 2.00	\$ 5,940.00	\$ 12.00	\$ 35,640.00	\$ 5.00	\$ 14,850.00	\$ 8.00	\$ 23,760.00		
2091000	SELECT MATERIAL FOR SHOULDERS & SLOPES	CY	202.000	\$ 45.50	\$ 9,191.00	\$ 50.00	\$ 10,100.00	\$ 45.00	\$ 9,090.00	\$ 50.00	\$ 10,100.00		
2103000	FLOWABLE FILL	CY	10.000	\$ 196.00	\$ 1,960.00	\$ 350.00	\$ 3,500.00	\$ 208.00	\$ 2,080.00	\$ 200.00	\$ 2,000.00		
3069800	MAINTENANCE STONE	TON	138.000	\$ 60.00	\$ 8,280.00	\$ 30.00	\$ 4,140.00	\$ 64.00	\$ 8,832.00	\$ 50.00	\$ 6,900.00		
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	TON	693.000	\$ 72.00	\$ 49,896.00	\$ 85.00	\$ 58,905.00	\$ 110.00	\$ 76,230.00	\$ 96.70	\$ 67,013.10		
4011004	LIQUID ASPHALT BINDER PG64-22	TON	166.000	\$ 625.00	\$ 103,750.00	\$ 600.00	\$ 99,600.00	\$ 740.00	\$ 122,840.00	\$ 650.00	\$ 107,900.00		
4013960	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	390.000	\$ 13.50	\$ 5,265.00	\$ 15.00	\$ 5,850.00	\$ 26.00	\$ 10,140.00	\$ 22.80	\$ 8,892.00		
4020020	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,762.000	\$ 67.00	\$ 118,064.00	\$ 72.00	\$ 126,864.00	\$ 102.00	\$ 179,724.00	\$ 89.30	\$ 157,346.60		
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	800.000	\$ 74.00	\$ 59,200.00	\$ 60.00	\$ 48,000.00	\$ 98.00	\$ 79,200.00	\$ 87.10	\$ 69,680.00		
6021120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	372.000	\$ 6.75	\$ 2,511.00	\$ 6.00	\$ 2,232.00	\$ 12.50	\$ 4,650.00	\$ 6.60	\$ 2,455.20		
6092100	TEMPORARY CLEAR PAVEMENT MARKERS MONO-DIR. - 4'x4'	EA	9.000	\$ 7.50	\$ 67.50	\$ 23.00	\$ 207.00	\$ 29.00	\$ 261.00	\$ 8.25	\$ 74.25		
6092155	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. - 4'x4'	EA	32.000	\$ 7.50	\$ 240.00	\$ 23.00	\$ 736.00	\$ 29.00	\$ 926.00	\$ 8.25	\$ 264.00		
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	LF	894.000	\$ 0.30	\$ 268.20	\$ 0.30	\$ 268.20	\$ 0.50	\$ 447.00	\$ 0.35	\$ 312.90		
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	LF	2,741.000	\$ 0.15	\$ 411.15	\$ 0.30	\$ 822.30	\$ 0.50	\$ 1,370.50	\$ 0.20	\$ 548.20		
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	LF	52.000	\$ 3.00	\$ 156.00	\$ 3.00	\$ 156.00	\$ 3.75	\$ 195.00	\$ 3.30	\$ 171.60		
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	EA	7.000	\$ 35.00	\$ 245.00	\$ 20.00	\$ 140.00	\$ 25.00	\$ 175.00	\$ 38.50	\$ 289.50		
6250005	WHITE WORD MESSAGE "ONLY Y"-FAST DRY PAINT	EA	3.000	\$ 35.00	\$ 105.00	\$ 40.00	\$ 120.00	\$ 50.00	\$ 150.00	\$ 38.50	\$ 115.50		
6250040	WHITE COMBINATION ARROW (STR.& RT. OR STR.& LT.)-FAST DRY PAINT	EA	2.000	\$ 35.00	\$ 70.00	\$ 40.00	\$ 80.00	\$ 50.00	\$ 100.00	\$ 38.50	\$ 77.00		
6250110	4"YELLOW SOLID LINE(PVT. EDGE&NO PASSING ZONE)-FAST DRY PAINT	LF	2,225.000	\$ 0.15	\$ 333.75	\$ 0.30	\$ 667.50	\$ 0.40	\$ 890.00	\$ 0.20	\$ 445.00		
6250115	24"YELLOW DIAGONAL LINES-FAST DRY PAINT	LF	110.000	\$ 3.00	\$ 330.00	\$ 1.50	\$ 165.00	\$ 1.90	\$ 209.00	\$ 3.30	\$ 363.00		

Bids Tabulation

Sales Tax Transportation Improvement Program

Item ID	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL.	LF	884.000	\$ 0.90	\$ 804.60	\$ 0.70	\$ 625.80	\$ 0.50	\$ 447.00	\$ 1.00	\$ 894.00				
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO- 90 MIL.	LF	2,741.000	\$ 0.45	\$ 1,233.45	\$ 0.60	\$ 1,644.60	\$ 0.40	\$ 1,096.40	\$ 0.50	\$ 1,370.50				
6271015	8" WHITE SOLID LINES - THERMO- 90 MIL.	LF	252.000	\$ 2.50	\$ 630.00	\$ 2.75	\$ 693.00	\$ 3.50	\$ 882.00	\$ 2.75	\$ 693.00				
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO-125 MIL.	LF	52.000	\$ 7.50	\$ 390.00	\$ 15.00	\$ 780.00	\$ 18.75	\$ 975.00	\$ 8.25	\$ 429.00				
6271030	4" WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO-125 MIL.	EA	7.000	\$ 75.00	\$ 525.00	\$ 100.00	\$ 700.00	\$ 125.00	\$ 875.00	\$ 82.50	\$ 577.50				
6271035	WHITE WORD MESSAGE "ONLY" -THERMOPLASTIC - 125 MIL.	EA	3.000	\$ 75.00	\$ 225.00	\$ 150.00	\$ 450.00	\$ 185.00	\$ 555.00	\$ 82.50	\$ 247.50				
6271040	WHITE COMBINATION ARROW (STR.& RT OR STR.& LT.)THERMO - 125 MIL.	EA	2.000	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 185.00	\$ 370.00	\$ 110.00	\$ 220.00				
6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	LF	5,413.000	\$ 0.45	\$ 2,435.85	\$ 0.60	\$ 3,247.80	\$ 0.75	\$ 4,059.75	\$ 0.50	\$ 2,706.50				
6271080	24" YELLOW SOLID LINES-THERMO-125 MIL.	LF	110.000	\$ 7.50	\$ 825.00	\$ 10.00	\$ 1,100.00	\$ 12.50	\$ 1,375.00	\$ 8.25	\$ 907.50				
6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.- 4"x4"	EA	9.000	\$ 7.50	\$ 67.50	\$ 23.00	\$ 207.00	\$ 29.00	\$ 261.00	\$ 8.25	\$ 74.25				
6301100	PERMANENT YELLOW PAVEMENT MARKERS B:DIR.- 4"x4"	EA	32.000	\$ 7.50	\$ 240.00	\$ 23.00	\$ 736.00	\$ 29.00	\$ 928.00	\$ 8.25	\$ 264.00				
6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN	SF	38.000	\$ 16.20	\$ 615.60	\$ 22.50	\$ 855.00	\$ 30.00	\$ 1,140.00	\$ 30.00	\$ 1,140.00				
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	97.000	\$ 9.25	\$ 897.25	\$ 9.00	\$ 873.00	\$ 15.00	\$ 1,455.00	\$ 10.00	\$ 970.00				
7143618	18" SMOOTH WALL PIPE	LF	64.000	\$ 85.00	\$ 5,440.00	\$ 65.00	\$ 4,160.00	\$ 84.00	\$ 5,376.00	\$ 85.00	\$ 5,440.00				
7149999	CLEANING EXISTING PIPE	LF	550.000	\$ 20.00	\$ 11,000.00	\$ 7.00	\$ 3,850.00	\$ 31.00	\$ 17,050.00	\$ 27.50	\$ 15,125.00				
7191605	CATCH BASIN - TYPE 16	EA	1.000	\$ 5,400.00	\$ 5,400.00	\$ 6,500.00	\$ 6,500.00	\$ 5,960.00	\$ 5,960.00	\$ 5,000.00	\$ 5,000.00				
7191625	CATCH BASIN - TYPE 17	EA	4.000	\$ 13,300.00	\$ 53,200.00	\$ 7,500.00	\$ 30,000.00	\$ 7,000.00	\$ 28,000.00	\$ 13,500.00	\$ 54,000.00				
7196151	CATCH BASIN - TYPE 9 (TOP ONLY)	EA	3.000	\$ 1,900.00	\$ 5,700.00	\$ 1,400.00	\$ 4,200.00	\$ 3,450.00	\$ 10,350.00	\$ 1,000.00	\$ 3,000.00				
7198470	MANHOLE-CONVERT CB T-9	EA	1.000	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 3,350.00	\$ 3,350.00	\$ 1,000.00	\$ 1,000.00				
7203100	CONCRETE C & G (16")VERTICAL FACE	LF	50.000	\$ 43.00	\$ 2,150.00	\$ 28.00	\$ 1,400.00	\$ 34.00	\$ 1,700.00	\$ 49.50	\$ 2,475.00				
7203210	CONCRETE C & G (20")VERTICAL FACE	LF	120.000	\$ 39.00	\$ 4,680.00	\$ 26.00	\$ 3,120.00	\$ 25.00	\$ 3,000.00	\$ 60.50	\$ 7,260.00				
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	850.000	\$ 48.00	\$ 40,800.00	\$ 49.00	\$ 41,650.00	\$ 48.00	\$ 40,800.00	\$ 60.50	\$ 51,425.00				
7204900	DETECTABLE WARNING MATERIAL	SF	50.000	\$ 43.00	\$ 2,150.00	\$ 40.00	\$ 2,000.00	\$ 48.00	\$ 2,400.00	\$ 55.00	\$ 2,750.00				
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	100.000	\$ 105.00	\$ 10,500.00	\$ 150.00	\$ 15,000.00	\$ 118.00	\$ 11,800.00	\$ 83.00	\$ 8,300.00				
8051151	M73 LEADING EDGE TREATMENT TL3	EA	1.000	\$ 3,659.00	\$ 3,659.00	\$ 3,659.00	\$ 3,659.00	\$ 4,575.00	\$ 4,575.00	\$ 4,025.00	\$ 4,025.00				
8051710	MB TRAILING END TREATMENT	EA	1.000	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,875.00	\$ 1,875.00	\$ 1,815.00	\$ 1,815.00				
8062100	MGS3 GR STANDARD SHOULDER	LF	200.000	\$ 19.00	\$ 3,800.00	\$ 19.00	\$ 3,800.00	\$ 23.50	\$ 4,700.00	\$ 21.00	\$ 4,200.00				
8071000	RESET FENCE	LF	38.000	\$ 100.00	\$ 3,800.00	\$ 37.50	\$ 1,425.00	\$ 30.00	\$ 1,140.00	\$ 25.00	\$ 950.00				
8072000	RESET CHAIN LINK FENCE	LF	35.000	\$ 100.00	\$ 3,500.00	\$ 37.50	\$ 1,312.50	\$ 38.00	\$ 1,330.00	\$ 30.00	\$ 1,050.00				
8081000	MOVE ITEM # 1 (MAILBOX)	EA	1.000	\$ 850.00	\$ 850.00	\$ 100.00	\$ 100.00	\$ 190.00	\$ 190.00	\$ 200.00	\$ 200.00				
8081000	MOVE ITEM # 2 (RESET SIGN)	EA	1.000	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 875.00	\$ 875.00	\$ 650.00	\$ 650.00				
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	29.000	\$ 65.00	\$ 1,885.00	\$ 100.00	\$ 2,900.00	\$ 155.00	\$ 4,495.00	\$ 150.00	\$ 4,350.00				
8091050	RIGHT OF WAY PLAT	LS	1.000	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,440.00	\$ 8,440.00	\$ 3,500.00	\$ 3,500.00				
8100100	PERMANENT COVER	ACRE	0.500	\$ 2,500.00	\$ 1,250.00	\$ 3,360.00	\$ 1,680.00	\$ 3,126.00	\$ 1,563.00	\$ 2,750.00	\$ 1,375.00				
8100200	TEMPORARY COVER	ACRE	0.250	\$ 3,000.00	\$ 750.00	\$ 2,985.00	\$ 746.25	\$ 3,750.00	\$ 937.50	\$ 3,300.00	\$ 825.00				
8104005	FERTILIZER (NITROGEN)	LB	50.000	\$ 1.95	\$ 97.50	\$ 4.00	\$ 200.00	\$ 2.50	\$ 125.00	\$ 2.20	\$ 110.00				
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	50.000	\$ 1.95	\$ 97.50	\$ 4.00	\$ 200.00	\$ 2.50	\$ 125.00	\$ 2.20	\$ 110.00				
8104015	FERTILIZER (POTASH)	LB	50.000	\$ 1.95	\$ 97.50	\$ 4.00	\$ 200.00	\$ 2.50	\$ 125.00	\$ 2.20	\$ 110.00				
8105005	AGRICULTURAL GRANULAR LINE	LB	1,000.000	\$ 0.35	\$ 350.00	\$ 0.50	\$ 500.00	\$ 1.25	\$ 1,250.00	\$ 0.40	\$ 400.00				

Bids Tabulation

Sales Tax Transportation Improvement Program

Item ID	Description	Unit	Quantity	0.05 \$	0.10 \$	0.06 \$	0.06 \$	0.10 \$	0.06 \$	0.06 \$	0.06 \$	0.06 \$
8109050	SELECTIVE WATERING	GAL	54,300.000	2,715.00	5,430.00	2,715.00	2,715.00	5,430.00	2,715.00	2,715.00	2,715.00	2,715.00
8109901	MOWING	ACRE	1.500	825.00	1,650.00	825.00	825.00	1,650.00	825.00	825.00	825.00	825.00
8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	MSY	1.275	1,976.25	3,952.50	1,976.25	1,976.25	3,952.50	1,976.25	1,976.25	1,976.25	1,976.25
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	144.000	1,728.00	3,456.00	1,728.00	1,728.00	3,456.00	1,728.00	1,728.00	1,728.00	1,728.00
8153000	SILT FENCE	LF	2,340.000	4,680.00	9,360.00	4,680.00	4,680.00	9,360.00	4,680.00	4,680.00	4,680.00	4,680.00
8153080	REPLACE/REPAIR SILT FENCE	LF	234.000	468.00	936.00	468.00	468.00	936.00	468.00	468.00	468.00	468.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	585.000	2,632.50	5,265.00	2,632.50	2,632.50	5,265.00	2,632.50	2,632.50	2,632.50	2,632.50
8156219	INLET STRUCTURE FILTER - TYPE A	LF	14.000	168.00	336.00	168.00	168.00	336.00	168.00	168.00	168.00	168.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	550.000	6,820.00	13,640.00	6,820.00	6,820.00	13,640.00	6,820.00	6,820.00	6,820.00	6,820.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	54.000	1,031.40	2,062.80	1,031.40	1,031.40	2,062.80	1,031.40	1,031.40	1,031.40	1,031.40
Total				\$ 960,931.00	\$ 997,721.80	\$ 960,931.00	\$ 960,931.00	\$ 997,721.80	\$ 960,931.00	\$ 960,931.00	\$ 960,931.00	\$ 1,121,810.54

Bids Tabulation

Sales Tax Transportation Improvement Program



N. SPRINGS RD & HARRINGTON RD INTERSECTION - PDT-301-IFB-2019

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Palmetto Corp. of Conway		C.R. Jackson		ADS Specialty Contractors		Cherokee, Inc	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-01	POTHOLE (EARLY DETERMINATION OF UTILITY VERTICLE DEPTH)	EA	3,000			\$ 850.00	\$ 2,550.00	\$ 850.00	\$ 2,550.00	\$ 1,063.00	\$ 3,189.00	\$ 977.50	\$ 2,932.50
WS-02	12" WATER LINE VERTICAL OFFSET WITH BYPASS - (INCLUDES LINE TAPS, LINE S	EA	1,000			\$ 61,426.00	\$ 61,426.00	\$ 56,426.00	\$ 56,426.00	\$ 77,875.00	\$ 77,875.00	\$ 64,889.90	\$ 64,889.90
WS-03	12" DUCTILE IRON PIPE CL 350 (RESTRAINED JOINT)	LF	150,000			\$ 123.34	\$ 18,501.00	\$ 90.00	\$ 13,500.00	\$ 113.00	\$ 16,950.00	\$ 103.50	\$ 15,525.00
WS-04	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1,000			\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 6,375.00	\$ 6,375.00	\$ 5,865.00	\$ 5,865.00
WS-05	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1,000			\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 938.00	\$ 938.00	\$ 862.50	\$ 862.50
WS-06	ADJUST SEWER MANHOLE (Raise to Finish Surface)	EA	1,000			\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 920.00	\$ 920.00
Total							\$ 89,127.00		\$ 79,126.00		\$ 106,327.00		\$ 90,994.90



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: North Springs Road/Harrington Road Intersection Pre-Bid
 Date: June 19, 2019
 Meeting Time: 2:00 PM

NAME/Business	EMAIL	PHONE
Taylor Neely / PDT	tneely@richlandpenny.com	
Brian Jackson / C.B. Jackson	KJACKSON@CBJACKSON.COM	750-6070
Keith Andersons / Palmetto Corp	KANDERSEN@PALMETTOCORP.COM	843-365-2156
Decker Driessen / Cherokee	ddriessen@cherokee-sc.com	630-320-9251
BEN LEWIS	blewis@richlandpenny.com	726-3614
Jane Plante	jstimming@aoss.org jane@aoss.org	7986831 803 7306906
Pat Nelson / Ernst Witell, Orion Construction	Orionmitch@aol.com	(803) 252-1639
Brian King	brige@richlandpenny.com	(803) 851-5284
Mac Atkins	matkins@coxanddinkins.com	261-0935
Alexander Toole / Richland County		843-343-9458



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: North Springs Road/Harrington Road Intersection Pre-Bid

Date: June 19, 2019

Meeting Time: 2:00 PM

NAME/Business	EMAIL	PHONE
Rashed Myrskel / RC Transportation	Murwakkil.rashed@richlandcountysc.gov	573-586-8830
Rebecca Connelly / Richland PDT	rconnelly@richlandpenny.com	803-605-2389
David Y Seay / PDT	dseay@RichlandPenny.com	726-6159
Mohammed Al-Tofan / Richland County Gov.	al-tofan.mohammed@richlandcountysc.gov	803-359-0209
Michelle Rosenthal / RC OSBD	Rosenthal.michelle@richlandcountysc.gov	803-576-1540
Cheryl Cook / RC OSBD	COOK.Cheryl@RichlandCountysc.gov	576-1540
Margaret Jones / RC OSBD	jones.Margaret@richlandcountysc.gov	576-1540
KIMBERLY TONEY / RC TRANSP.	toney.kimberly@richlandcountysc.gov	(803) 576-5000
Sierra Flynn / RC Procurement	Flynn.Sierra@richlandcountysc.gov	(803) 576-2130
Dale Collier / Richland PDT	dcollier@richlandpenny.com	(803) 917-6258

Print this page

Board: Commercial Contractors

PALMETTO CORP OF CONWAY
3873 HWY 701 N
CONWAY, SC 29526
(843)365-2156

License number: 14514
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 03/02/1992
Classification: GD5 WL5 AP5 CP5 WP5
Qualified By: Financial Statement
President / Owner: A SHAWN GODWIN

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
GODWIN ANTHONY (COG)
ATKINSON KENNETH (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

* **Building (BD)**: includes GR, IR, MB, MS, SS, WF.

“LB” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.

“UB” - qualifier took Unlimited Building exam.

** **Highway (HY)**: includes AP, CP, BR, GD, HI.

*** **Public Electrical Utility (1U/2U)**: “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.

**** **Pressure and Process Piping (1P/2P)**: “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NET WORTH/SURETY BOND REQUIREMENTS***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018

THE SLBE PARTICIPATION GOAL FOR THIS PROJECT IS: 15%

\$144,263.33

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-01	POTHOLE (EARLY DETERMINATION OF UTILITY VERTICLE DEPTH)	3.0000	EA	\$850.00	\$2,550.00
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-02	12" WATER LINE VERTICAL OFFSET WITH BYPASS - (INCLUDES LINE TAPS, LINE STOPS, VALVES, FITTINGS, CONCRETE BLOCKING)	1.0000	EA	\$61,426.00	\$61,426.00
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-03	12" DUCTILE IRON PIPE CL 350 (RESTRAINED JOINT)	150.0000	LF	\$123.34	\$18,501.00
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-04	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1.0000	EA	\$5,100.00	\$5,100.00
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-05	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	1.0000	EA	\$750.00	\$750.00
Shady Grove Construction, LLC	1079 West Shady Grove Rd., Irmo, SC 29063	WS-06	ADJUST SEWER MANHOLE (Raise to Finish Surface)	1.0000	EA	\$800.00	\$800.00
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	2011000	Clearing & Grubbing Within Right of Way	1.0000	LS	\$19,750.00	\$19,750.00
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8100100	PERMANENT COVER	0.5000	ACRE	\$2,500.00	\$1,250.00
Green's	2300 Cedar	8100200	TEMPORARY COVER	0.2500	ACRE	\$3,000.00	\$750.00

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Landscaping & Lawn Service	Creek Road, Blythewood, SC 29016						
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8104005	FERTILIZER (NITROGEN)	50.0000	LB	\$1.95	\$97.50
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8104010	FERTILIZER (PHOSPHORIC ACID)	50.0000	LB	\$1.95	\$97.50
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8104015	FERTILIZER (POTASH)	50.0000	LB	\$1.95	\$97.50
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8105005	AGRICULTURAL GRANULAR LIME	1000.0000	LB	\$0.35	\$350.00
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8109050	SELECTIVE WATERING	54300.0000	GAL	\$0.05	\$2,715.00
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8109901	MOWING	1.5000	ACRE	\$550.00	\$825.00
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8151110	TEMPORARY EROSION CONTROL BLANKET (ECB)	1.2750	MSY	\$1,550.00	\$1,976.25
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	585.0000	LF	\$4.50	\$2,632.50
Green's	2300 Cedar	8153000	SILT FENCE	2340.0000	LF	\$2.10	\$4,914.00

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Landscaping & Lawn Service	Creek Road, Blythewood, SC 29016						
Green's Landscaping & Lawn Service	2300 Cedar Creek Road, Blythewood, SC 29016	8153090	REPLACE/REPAIR SILT FENCE	234.0000	LF	\$2.00	\$468.00
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	8156490	Stabilized Construction Entrance	550.0000	SY	\$3.18	\$1,749.00
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	800.0000	Ton	\$2.18	\$1,744.00
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	3069900	Maintenance Stone	138.0000	Ton	\$12.60	\$1,738.80
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	2031000	Unclassified Excavation	350.0000	CY	\$5.00	\$1,750.00
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	3100310	Hot Mix Asphalt Base Course - Type A	693.0000	Ton	\$3.78	\$2,619.54
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	890.0000	SY	\$2.94	\$2,616.60

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Taylor Brothers Construction Co., Inc.	2201 Atlas Road, Columbia, SC 29209	4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1762.0000	TON	\$3.97	\$6,995.14
Total: \$144,263.33							

Construction Contingency

These increases are beyond the originally Council-approved amounts of 10% due to changed site conditions in the field and modifications to the projects to minimize impacts to utilities. The increase requested for Koon/Farmview Sidewalk Project is \$20,140.00 and the increase for Magnolia/Schoolhouse Sidewalk Project is \$58,968.00. It should be noted that both of these projects came in under the original Engineer's Estimate. These additional funds will come from the Sidewalk Category of funds, and both of these requests are below the 2012 Referendum amounts. These approvals are time sensitive as both project are nearing completion and with the next potential Transportation Ad Hoc Committee being September, staff wishes to ensure no delays in processing these construction invoices.



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Allison Steele, P.E. Deputy Director
Department: Richland County Transportation
Date Prepared: July 11, 2019 **Meeting Date:** July 23, 2019

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:			

Committee

Subject: Penny Projects Inside SCDOT Rights-Of-Way

Background Information:

Many projects included in the Penny Program fall within South Carolina Department of Transportation's (SCDOT) Rights-Of-Way. Projects in two of the major categories, Neighborhood Improvement Projects and Sidewalks, propose the installation of certain features that SCDOT has stated they will not maintain, meaning the County would be responsible for maintenance within SCDOT's ROW in perpetuity.

Some of these features are landscaped medians, street lighting, mast arm traffic lights, and shared use paths (SUPs). Council has already approved the installation of SUPs in several locations, which would be a shared maintenance responsibility between the County and SCDOT (see attachment 1Clemson Rd. Maintenance Agreement as an example.)

Further, County Ordinance Section 21-12 states that the County shall not install street lighting until funds are appropriated to provide that service countywide (see attachment 2). The funding required would be for the installation, maintenance and monthly electric bill.

Recommended Action:

Staff requests Council to provide guidance on whether or not to continue with the design and construction of the items listed below.

- A. Shared Use Paths
- B. Landscaped Medians
- C. Mast Arms
- D. Street Lighting

Motion Requested:

Option 1; Move that Council approve removing one or more of the items listed in recommended actions for current and future designs of Penny Projects.

Option 2: Move that Council do not approve removing one or more of the items listed in recommended actions for current and future designs of Penny Projects.

Request for Council Reconsideration: Yes

Fiscal Impact:

1. SUP\Vegetated Buffer Maintenance (Labor and Materials) – approximately \$11,100\mile - annually
2. Mast Arm Signals (Labor and Materials) – approximately \$26,000 to replace
3. Landscaped Medians (Labor Only) – approximately \$5,460\quarter mile – annually
4. Street Lighting (Including Energy & Maintenance) – approximately \$49,200\mile – annually

Estimates are derived from Public Works Roads & Drainage labor and materials costs, City of Columbia labor costs and from PDT research.

Motion of Origin:

This request did not result from a Council motion. This was a request for information originating out of the Dirt Road Ad Hoc Committee and Transportation Ad Hoc Committee

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

Maintaining these items in SCDOT’s ROW would mean the County would incur the maintenance costs, but it also means the County shares in the liability for any incidents that may arise involving these project features.

To incur these maintenance responsibilities, an increase in the Public Works Roads & Drainage budget would be necessary.

Attachments:

1. Clemson Rd. Maintenance Agreement
2. Maintenance Items By Project
3. Street Lighting Ordinance Section 21-12
4. Updated Street Lighting Cost Estimates
5. Staff responses to Committee’s questions posed on 5/28/19

Maintenance Items by Project

June 7, 2019

Existing Maintenance Agreements

1. Clemson Road Widening – Shared Use Path (Existing Agreement) *Sparkleberry Crossing to Old Clemson Road – both sides of road and along Earth Road to Peach Grove Ct – one side of road = 3.722 miles*
2. Southeast Richland Neighborhood Improvements – Shared Use Path (Existing Agreement) *Garners Ferry Road to Rabbit Run, Rabbit Run to Lower Richland Blvd and Lower Richland Blvd to Lower Richland High School – one side of road = 1.634 miles*
3. Polo Road Sidewalk – Shared Use Path (Existing Agreement) *Alpine Road to Mallet Hill Road – one side of road = 1.701 miles*

Maintenance to be Performed by Others

1. North Main Street Widening – Landscape Median, Mast Arms, Lighting (City to Maintain)
2. Blythewood Road Widening – Shared Use Path (Town of Blythewood to Maintain) *I-77 to Syrup Mill Road – both sides of road = 1.665 miles*
3. Blythewood Road Phase 2 (Creech Connector) – Shared Use Path (Town of Blythewood to Maintain, to be confirmed during design) *Current Concept from Blythewood Road to Main Street – one side of road = 0.440 miles*

Maintenance Under Consideration for Richland County

1. Bluff Road Phase II Improvements – Shared Use Path *Berea Road to Blair Road – both sides of road = 2.519 miles*
2. Lower Richland Boulevard Widening – Shared Use Path *Garners Ferry Road to Lower Richland High School – both sides of road = 0.384 miles*
3. Pineview Road Improvements – Shared Use Path *Bluff Road to Garners Ferry Road – one side of road = 2.811 miles*
4. Polo Road Widening – Shared Use Path *Two Notch Road to Mallet Hill Road – one side of road = 1.884 miles*
5. Shop Road Widening – Shared Use Path *George Rogers Blvd to Mauney Drive – both sides of road = 4.061 miles*
6. Clemson Road/Sparkleberry Lane Intersection – Shared Use Path *Clemson Road from I-20 to Sparkleberry Crossing – both sides of road, Sparkleberry Lane from Mallet Hill Road to Sparkleberry Crossing – one side of road, and Sparkleberry Crossing to Clemson Road – both sides of road = 1.144 miles*

7. Decker/Woodfield Neighborhood Improvements – Shared Use Path *Chatsworth Pedestrian Connector = 0.133 miles*, Landscaped Medians *Decker Blvd = 0.424 miles*, Lighting *Chatsworth Pedestrian Connector, Brookfield Road Sidewalk from Decker Blvd to Richland NE High School and Decker Blvd Streetscape from Trenholm Road to Percival Road = 2.680 miles*, Mast Arms 8
8. Bull Street/Elmwood Avenue Intersection – Mast Arms 4
9. Broad River Corridor Neighborhood Improvements – Mast Arms 10, Landscaped Medians *Broad River Road and intersections with Greystone Blvd, Bush River Road and St. Andrews Road = 0.500 miles*
10. Crane Creek Neighborhood Improvements – Landscaped Medians along Monticello Road *0.500 miles*
11. Trenholm Acres/Newcastle Neighborhood Improvements – Landscaped Medians *Fontaine Road, Two Notch Road and Parklane Road = Conceptual 1000' to 2.650 miles*
12. Spears Creek Church Road Widening – Unknown

Lighting Cost Estimate*

6/10/2019

*The estimates assume a 15-year lease from Dominion Energy. Dominion Energy will install and maintain the lighting.

*These estimates were based on information from Dominion Energy for the Decker Blvd. / Woodfield Park Neighborhood Improvement Project.

Scenario 1: Money Down with Monthly Fee

	Cost / Mile		Total for 15-year Period (Cost / Mile) ³	
	Pedestrian Path ¹	4 or 5-lane Roadway ²	Pedestrian Path ¹	4 or 5-lane Roadway ²
Money Down	\$ 408,000.00	\$ 485,000.00	\$ 444,000.00	\$ 578,600.00
Monthly Fee	\$ 200.00	\$ 520.00		

Scenario 2: Zero Money Down / Monthly Fee Only

	Cost / Mile		Total for 15-year Period (Cost / Mile) ³	
	Pedestrian Path ¹	4 or 5-lane Roadway ²	Pedestrian Path ¹	4 or 5-lane Roadway ²
Money Down	\$ -	\$ -	\$ 570,600.00	\$ 738,000.00
Monthly Fee	\$ 3,170.00	\$ 4,100.00		

1. Assumes Acorn-style LED lighting with new poles
2. Assumes Acorn-style LED lighting with new poles and Cobrahead LED lighting mounted on existing wood poles.
3. Total Cost/Mile for 15-Year Lease Period = Money Down + Monthly Fee * 12 months / year * 15 years



Acorn-Style Lighting



Cobrahead Lighting

APPENDIX 1 – MAINTENANCE PARTNERSHIP AGREEMENT

2/17/00

THIS AGREEMENT is entered this 15th day of June, 2013 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: Clemson Road from Old Clemson Road to Sparkleberry Crossing 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 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

MAINTENANCE PARTNERSHIP AGREEMENT, PAGE 2

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.

7) 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.

8) 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

By: Robert C. Robinson
Its: SEA
Recommended by: _____

RICHLAND COUNTY

By: Sandra Yucice
Its: _____
Sandra Yucice, Ph.D
Assistant County
Administrator

Richland County Attorney's Office

Suzanne L. Walker
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Maintenance Items by Project

June 7, 2019

Existing Maintenance Agreements

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11. Trenholm Acres/Newcastle Neighborhood Improvements – Landscaped Medians *Fontaine Road, Two Notch Road and Parklane Road = Conceptual 1000' to 2.650 miles*
12. Spears Creek Church Road Widening – Unknown

ACTIVE / COMPLETED REFERENDUM PROJECTS (50)

2015 PRIORITY	DISTRICT	PROJECT NAME	TERMINI	TERMINI	LENGTH (MILES)	COMMENTS	REFERENDUM AMOUNT	*PROGRAMMED COST
Complete	5	Blossom St.	Williams St.	Huger St.	.1 (460')	Complete	\$41,564	\$0
Complete	5	Gervais St.	Gist St.	450' w Gist	0.1 (450')	Complete	\$8,638	\$0
Complete	5	Gervais St.	Gist St.	Huger St.	0.18	Complete	\$84,100	\$0
High	4	Jefferson St. (S-363)	Sumter St.	Bull St. (SC 277)	0.13	Complete	\$381,242	\$166,448
High	6	Maple St. (City)	Kirby St. (City)	Gervais St. (US 1)	0.1 (346')	Complete	\$132,502	\$94,308
High	4	Mildred Ave. (S-797)	Westwood Ave. (S-860)	Duke Ave. (S-126)	0.1 (430')	Complete	\$151,536	\$94,308
High	5, 6	Senate St. (S-351)	Gladden St. (S-351)	King St. (S-142)	0.26	Complete	\$476,230	\$142,718
High	4	Wildwood Ave. (S-203)	Monticello Rd. (S-215)	Ridgewood Ave. (S-76)	0.14	Complete	\$264,449	\$72,867
High	10	Wiley St. (S-1093)	Superior St. (S-448)	Edisto Ave. (City)	0.15	Complete	\$280,896	\$95,892
High	3	Windover St. (S-1372)	Two Notch Rd. (US 1)	Belvedere Dr. (S-1358)	0.1 (546')	Complete	\$187,942	\$72,867
High	3	Harrison Rd. (S-93)	Two Notch Rd. (US 1)	Forest Dr. (SC 12)	1.17	Available to construct.	\$600,000	\$1,951,365
High	3	Magnolia St. (S-94, City)	Two Notch Rd. (US 1)	Pinehurst Rd. (S-943)	0.44	In Construction. 2019 completion.	\$828,458	\$509,862
High	5	Shandon St. (City)	Rosewood Dr. (SC 16)	Heyward St. (City)	0.14	Deferred by Council based on public input.	\$268,514	\$0
High	4	Sunset Dr. (SC 16)	Elmhurst Rd. (S-1405)	River Dr. (US 176)	0.74	Design underway. 2020 Construction.	\$364,522	\$2,490,208
High	11	Lower Richland	Rabbit Run Rd. (S-2089)	Garners Ferry Rd. (US 76)	0.55	To be constructed with the widening project.	\$260,077	\$0
High	11	Leesburg Rd.	Garners Ferry Rd. (US 76)	Semmes Rd. (City)	4	2019 Construction (Part of SCDOT Widening)	\$475,200	\$0
High	8, 9, 10	Polo Rd. (S-2214)	Mallet Hill Rd. (City)	Alpine Rd. (S-63)	1.69	Available to construct	\$403,444	\$2,935,771
Medium	4	Calhoun St. (City)	Gadsden St. (City)	Wayne St. (City)	0.1 (518')	Complete	\$91,106	\$0
Medium	4	Franklin St. (S-165)	Sumter St.	Bull St. (SC 277)	0.29	Complete	\$785,585	\$166,448
Medium	10	Royster St. (Capers)	Mitchell St. (S-1989)	Superior St. (S-448)	0.1 (428')	Complete	\$95,357	\$124,409
Medium	5,10	Superior St. (City) (Marion)	Whaley St. (City)	Airport Blvd. (City)	0.18	Complete	\$778,852	\$83,807
Medium	9, 10	Clemson Rd. (S-52)	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	3.39	Available to construct.	\$564,728	\$413,086
Medium	6	Pelham Dr. (City)	Gills Creek Pkwy (City)	Garners Ferry Rd. (US 76)	1.52	Complete	\$346,774	\$65,415
Medium	3	School House Rd. (S-1350)	Two Notch Rd. (US 1)	Ervin St. (S-1350)	0.26	In Construction. 2019 completion.	\$482,882	\$509,862
Medium	5	Prospect Rd. (S-357)	Wilmot Ave. (City)	Yale St. (S-360)	0.28	Deferred by Council based on public input.	\$137,938	\$0
Medium	5	Shandon St. (City)	Wilmot Ave. (City)	Wheat St. (City)	0.1 (426')	Deferred by Council based on public input.	\$179,071	\$0
Medium	3, 8, 10	Alpine Rd. (S-63)	Two Notch Rd. (US 1)	Percival Rd. (SC 12)	2.41	Late 2019 construction	\$452,075	\$4,431,225
Medium	6	Percival Rd. (SC 12)	Forest Dr. (SC 12)	Decker Blvd. (S-151)	1.52	2020 construction	\$700,000	\$2,547,062
Low	2	Blythewood Rd. (S-59)	I-77	Main St. (S-21)	0.54	Complete	\$191,601	\$0
Low	5	Bratton St. (S-139)	King St. (S-142)	Maple St. (City)	0.21	Complete	\$386,602	\$83,807
Low	4, 5	Broad River Rd. (US 176)	Greystone Blvd. (S-3020)	Broad River Bridge	0.48	Complete	\$109,367	\$0
Low	4	Colonial Dr. (S-228)	Harden St. (SC 555)	Academy St. (SC 16)	0.37	Complete	\$1,012,704	\$0
Low	2	Columbiana Dr. (City)	Lex. Co. Line	Lake Murray Blvd. (SC 60)	0.98	Complete	\$486,272	\$0
Low	4	Grand St. (S-809/S-1502)	Shealy St. (City)	Hydrick St. (S-1422)	0.45	Complete	\$714,622	\$83,807
Low	4, 5	Laurel St. (S-337)	Gadsden St. (City)	Pulaski St. (City)	0.19	Complete	\$359,066	\$0
Low	5	Lincoln St. (City)	Heyward St. (City)	Whaley St. (City)	0.1 (553')	Complete	\$198,475	\$0
Low	5	Lyon St. (S-821)	Gervais St. (US 1)	Washington St. (City)	0.21	Complete	\$194,410	\$0
Low	3	Pinehurst Rd. (S-943)	Harrison Rd. (S-93)	Forest Dr. (SC 12)	0.7	Complete	\$1,649,672	\$0
Low	11	Veterans St. (S-1534)	Garners Ferry Rd. (US 76)	Wormwood Dr. (city)	0.34	Complete	\$171,602	\$0
Low	6, 11	Veterans St. (S-1534)	Coachmaker Rd. (City)	Coatsdale Rd. (City)	0.1 (336')	Complete	\$45,915	\$0
Low	4, 5	Wayne St. (City)	Calhoun St. (City)	Laurel St. (S-337)	0.2	Complete	\$366,828	\$0
Low	3	Koon Rd. (S-456)	Malinda Rd. (City)	Farmview St. (City)	0.16	In Construction. 2019 Completion.	\$92,891	\$283,137
Low	5	Tryon St. (City)	Catawba Ave. (City)	Heyward St. (City)	0.19	Complete	\$354,446	\$65,415
Low	6	Fort Jackson Blvd (SC 760)	Wildcat Rd. (US 76)	I-77	0.53	Design pending approval	\$343,543	\$470,245
Low	5	Park St. (City)	Gervais St. (US 1)	Senate St. (S-351)	0.1 (504')	Assigned to City	\$170,570	\$170,570
Low	11	Atlas Rd. (S-50)	Fountain Lake Way (city)	Garners Ferry Rd. (US 76)	0.54	To be completed as part of Atlas Rd. widening	\$0	\$0
Low	10	Bluff Rd. (SC 48)	Rosewood Dr. (SC 16)	Beltline Blvd. (SC 16)	2.5	To be completed as part of Bluff Rd. widening	\$0	\$0
Low	1	Broad River Rd. (US 176)	Royal Tower Rd. (S-1862)	Woodrow St. (City)	0.77	To be completed as part of US 176 widening	\$0	\$0
Low	8, 9, 10	Polo Rd. (S-2214)	Two Notch Rd. (US 1)	Mallet Hill Rd.	1.89	Available to construct	\$0	\$0
Low	1	Broad River Rd. (US 176)	Lake Murray Blvd. (SC 60)	Western Ln. (S-2894)	1.6	No funding included in the Referendum. Beyond limits of Broad River Road included in Widening Category.	\$0	\$0
Total Referendum							\$16,672,268	
<i>Percival SCDOT CTC</i>							<i>\$1,811,423</i>	
<i>Alpine Bikeway (Referendum) Transfer</i>							<i>\$1,536,100</i>	
<i>Alpine SCDOT Federal Resurfacing</i>							<i>\$802,579</i>	
<i>Alpine TAP Grant</i>							<i>\$180,000</i>	
Total Active / Completed							\$21,002,370	\$18,124,907
Remaining funds:							\$2,877,464	

REMAINING REFERENDUM PROJECTS (6)

2015 PRIORITY	DISTRICT	PROJECT NAME	TERMINI	TERMINI	LENGTH (MILES)	COMMENTS	REFERENDUM AMOUNT	ESTIMATED COST
Medium	5	Huger St. (US 21)	Blossom St. (US 21)	Gervais St. (US 1)	0.6	Sidewalk exists from Blossom to College and from Senate to Gervais. Construct sidewalk from College to Senate.	\$256,861	\$849,259
Low	5, 10	Assembly St. (SC 48)	Whaley St. (City)	Beltline Blvd. (SC 16)	3.3	Construct sidewalk path from Whaley to Rosewood. Construct sidewalk adjacent to fairgrounds from Rosewood to George Rogers. Remainder to be constructed with Shop Road Widening.	\$1,920,257	\$2,315,019
Low	2, 4, 5	Broad River Rd. (US 176)	Harbison Blvd. (S-757)	Bush River Rd. (S-31)	5.1	Existing sidewalk from Piney Grove Rd. to Bush River Rd. Construct sidewalk from Harbison Blvd. to Piney Grove Rd.	\$2,408,361	\$2,986,582
Low	2	Broad River/LMB (US 176)	I-26	Harbison Blvd. (S-757)	1.24	Construction sidewalk.	\$2,499,420	\$2,466,907
Low	7, 8, 9	Clemson Rd. (S-52)	Longtown Rd (S-1051)	Two Notch Rd. (US 1)	4.46	Existing sidewalk from Longtown Rd. to Market Place Commons. Construct sidewalk from Market Place Commons to Old Clemson Rd.	\$465,696	\$2,383,452
Low	3, 7, 8, 9	Two Notch Rd. (US 1)	Alpine Rd. (S-63)	Spears Creek Church (S-53)	5.67	Sidewalk exists from Alpine to Lionsgate Dr. Construct sidewalk from Sesqui to Spears Creek Church.	\$2,703,507	\$7,187,113
Total Remaining							\$10,254,102	\$18,188,332
Funding Shortfall:							-\$7,934,230	
TOTAL							\$26,926,370	\$31,983,136
OUTSIDE FUNDING							\$4,330,102	\$4,330,102
GRAND TOTAL ALL							\$31,256,472	\$36,313,239
Total Funding Shortfall:							-\$5,056,766	

*Programmed = Spent or Committed



Agenda Briefing

To: Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Stacey Hamm, Director, Finance Department
 Sandra Yúdice, Ph.D., Assistant County Administrator
Department: Utilities
Date Prepared: May 8, 2019 **Meeting Date:** May 23, 2019

Legal Review	Elizabeth McLean, Deputy Attorney, via email	Date:	May 16, 2019
Budget Review	James Hayes, Budget and Grants Director, via email	Date:	May 15, 2019
Other Review:	Shahid Khan, Director, Utilities	Date:	May 9, 2019
Approved for Council consideration:	John Thompson, Ph.D., Acting County Administrator		
Committee	Administration and Finance		
Subject:	Residential Utilities Assistance Program		

Recommended Action:

Accept staff's recommendation as presented or with revisions from the A&F Committee.

Motion Requested:

Create the Residential Utilities Assistance Program Fund (APF) as Special Revenue Fund to implement the Residential Utilities Assistance Program (RUAP). The RUAP will assist low-income households with a \$10.00 monthly credit using private donations. These donations may be made to the Residential Utilities Assistance Program Fund to implement the RUAP and provide financial assistance (i.e., \$10 per month) on a first come, first served basis to eligible and qualified low-income households. The fund will be subject to County Council's annual appropriations, and funds will be available each fiscal year until the appropriation is exhausted.

Request for Council Reconsideration: Yes

Fiscal Impact:

The cost of administering the program and program publicity is yet to be determined.

Motion of Origin:

This item did not originate from a motion.

Council Member	
Meeting	
Date	

Discussion:

The South Carolina Attorney General Office issued a draft opinion (Attachment 1) to Richland County's question on "whether the subsidy [in the form of a 'discount' or 'credit' paid out of the General Fund on each utility bill] would violate the prohibition against using public funds for a private purpose." The AG's opinion concluded "...a court would likely find the proposed subsidy would violate the prohibition against using public funds for a private purpose."

During its deliberations, County Council expressed concerns about the utility rate increase's impact on low-income utility customers. In the spirit of alleviating financial hardship to those customers, staff developed a proposal for County Council's consideration.

Proposed Residential Utilities Assistance Program

This is a proposal to implement a Residential Utilities Assistance Program ("Assistance Program" or "RUAP") for the approved Richland County Combined Utilities System ("Combined Utilities System"). The Combined Utilities System uses the new rate increase approved by Richland County Council at its March 19, 2019, meeting. The goal of the Assistance Program is to help reduce the financial burden of the utility rate increase for low-income customers in the combined utility system area.

The RUAP proposes a \$10.00 a month credit to the new rate for each eligible and qualified low-income utility customers. It is estimated the Assistance Program should help about 800 customers. Through the Assistance Program, private donations may be made to a Council-approved Assistance Program Fund to implement the RUAP and to provide financial assistance on a first come, first served basis.

The proposal includes the creation of the Residential Utilities Assistance Program Fund. Similar to private utilities' funds through which utility customers or anyone may make private donations of any amount, the APF would assist eligible and qualified low-income households that apply to the Assistance Program. The Residential Utilities Assistance Program Fund will be subject to County Council appropriations through the biennium budget process as all other funds are required to be.

The Residential Utilities Assistance Program Fund would have the following features:

1. Non-eligible utility customers may choose to round up their utility bills to the next integer (i.e., whole number) dollar amount. For example, if the utility bill is \$55.68, the bill will be rounded up to \$56.00. The difference between the actual utility bill and the rounded up amount will be earmarked to the Residential Utilities Assistance Program Fund for future use of the Assistance Program.
2. Utility customers or any one may choose to make donations to the Assistance Program Fund in any amount. The donation will be earmarked to the Assistance Program Fund for use of the Assistance Program.

For each fiscal year, funds from the RUAPF will be available for the Assistance Program until the County Council appropriated funds are exhausted or until there are no applications from eligible, qualified applicants. Remaining appropriated funds at the end of each fiscal year will return to the fund balance of the RUAPF.

Residential Utilities Assistance Program Rules

The Assistance Program rules would be as follows:

1. Customers will apply on a first come, first serve basis. That is stated on the draft Richland County Residential Utilities Assistance Program Application (Attachment 1).
2. The application process will be open for one month, should County Council approve the program.
3. Customers will need to apply annually for the \$10.00/month credit.
4. Eligibility will be based on the Federal Poverty Guidelines.

Administration of the Program

Because of their familiarity and expertise with managing financial assistance programs and qualifying clients for such programs, the County should form a partnership with a non-profit organization such as the United Way or Salvation Army to administer the qualification and eligibility of low-income customers for the County's Assistance Program. The partner will review the application and determine eligibility based upon the County's defined criteria. This will help ensure fair treatment of customers and County personnel will not qualify applicants. The cost to administer the program will also be paid using funds in the RUAP.

If approved by County Council, a brochure explaining the Assistance Program will be included with the utility bill. The brochure and the application will be available on the County's website. There will be a deadline for applying for the credit in each year.

Attachments:

1. Attachment 1: SC Attorney General Opinion.
2. Attachment 2: Richland County Residential Utilities Assistance Program Application (Draft).
3. Attachment 2: Program Information for Flyer and Website.

May 07, 2019

Mr. Larry C. Smith, Esquire
Attorney for Richland County
Post Office Box 192
Columbia, South Carolina 29202

Dear Mr. Smith:

Attorney General Alan Wilson has referred your letter to the Opinions section. Your letter asks the following:

Richland County ("County") has sewer customers on several different systems within the county. Until now, those users paid a user fee based on the necessities of that particular system. In an effort to comply with State law and following a rate study, Richland County is raising its sewer utility rates for all users and making those rates uniform across the entire county. This increase will affect users of the systems differently, with those users historically paying lower rates seeing a higher increase than other users.

Many of the users in certain areas affected more dramatically by the rate increase are lower income citizens. In an effort to limit the financial effects on those lower income citizens, the Richland County Council would like to implement a program whereby citizens meeting Federal poverty level income requirements would receive a "discount" or "credit" on each bill in the form of a subsidy paid out of the General Fund. This "discount" or "credit" would be phased out over a certain period of time (ex. 3 year limit).

The question posed is whether the subsidy would violate the prohibition against using public funds for a private purpose.

Law/Analysis

It is this Office's opinion that a court would likely find the proposed subsidy would violate the prohibition against using public funds for a private purpose. In the seminal case of Feldman & Co. v. City Council of Charleston, 23 S.C. 57, 62 (1885), the South Carolina Supreme stated, "It seems to be universally conceded, even by those who are disposed to enlarge the taxing power of the legislature to its greatest extent, that a law authorizing taxation for any

other than a public purpose is void.” Although, the Feldman decision predates the current South Carolina Constitution, the framers of our Constitution enshrined this principle in its text. Article X, Section 5 of the South Carolina Constitution states, “No tax, subsidy or charge shall be established, fixed, laid or levied, under any pretext whatsoever, without the consent of the people or their representatives lawfully assembled. Any tax which shall be levied shall distinctly state the public purpose to which the proceeds of the tax shall be applied.” S.C. Const, art. X, § 5. Further, Article X, Section 11 of the South Carolina Constitution provides, in relevant part, “The credit of neither the State nor of any of its political subdivisions shall be pledged or loaned for the benefit of any individual, company, association, corporation, or any religious or other private education institution except as permitted by Section 3, Article XI of this Constitution ...” S.C. Const, art. X, § 11. This Section has been interpreted to prohibit the expenditure of public funds or resources for the primary benefit of private parties. See State ex rel. McLeod v. Riley, 276 S.C. 323, 329, 278 S.E.2d 612, 615 (1981), *overruled on other grounds by* WDW Prop. v. City of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000).

Because the request letter explains that the proposed subsidy would be paid out of the County’s unrestricted general fund and there is no indication that these funds are otherwise specifically allocated, this opinion will assume that the subsidy would likely be found to be paid from tax revenues rather than a direct rebate from the uniform sewer utility fee revenues.¹ Therefore, this opinion must next consider whether a court would likely find this subsidy program serves a public purpose.

Initially, the question of whether a legislative act serves a public purpose is primarily a legislative determination and courts will not interfere unless that determination is clearly wrong. See Elliott v. McNair, 250 S.C. 75, 88, 156 S.E.2d 421, 156 (1967). In Anderson v. Baehr, 265 S.C. 153, 217 S.E.2d 43 (1975), the South Carolina Supreme Court explained how our state courts have approached the question of whether a legislative act serves a public purpose as follows:

The courts have, as a rule, been reluctant to attempt to define public purpose as contrasted with a private purpose, but have generally left each case to be determined on its own peculiar circumstances. As a general rule a public purpose has for its objective the promotion of the public health, safety, morals, general

¹ Cf. Brown v. Cty. of Horry, 308 S.C. 180, 417 S.E.2d 565 (1992)

In Emerson, *supra*, the Massachusetts Supreme Court held that when the revenue from fees is destined for the general fund this indicates that the fee is a tax. The Horry County ordinance provides that the fees are to go into the general fund but that they are to be specifically used for the maintenance and improvement of county roads. Therefore, because the money collected is specifically allocated for road maintenance, we hold that the fee is service charge.

Mr. Larry C. Smith, Esquire
Page 3
May 07, 2019

welfare, security, prosperity, and contentment of all the inhabitants or residents, or at least a substantial part thereof. Legislation does not have to benefit all of the people in order to serve a public purpose. At the same time legislation is not for a private purpose as contrasted with a public purpose merely because some individual makes a profit as a result of the enactment.

265 S.C. at 162, 217 S.E.2d at 47. The Anderson Court cautioned, "It is not sufficient that an undertaking bring about a remote or indirect public benefit to categorize it as a project within the sphere of 'public purpose.'" 265 S.C. at 163, 217 S.E.2d at 48; see also Feldman, 23 S.C. at 63 ("It is the essential character of the direct object of the expenditure which must determine its validity as justifying a tax, and not the magnitude of the interests to be affected, nor the degree to which the general advantage of the community ...").

The request letter does not contain a statement of legislative intent which could assist this Office in evaluating the public purpose sought to be served by the proposed subsidy plan. Presumably, such a statement would describe a benefit to public health related to improvements in sanitation services and that subsidizing the increased sewer utility fees paid by low income county residents would benefit the economic security of a substantial portion of the County's population. Regardless of the reasons which may be assigned, the proposed subsidy would essentially distribute unallocated tax revenue from the County's general fund to private citizens who pay for sewer service. Certainly, such a plan would directly benefit the private citizens who receive such a subsidy. Presumably, the County would be attempting to address the very real economic impact of higher costs borne by low income households as a result of increased sewer utility rates. There are any number of ways the increased economic security provided to these citizens may benefit the County, but such a benefit could only be characterized as indirect. Because the Anderson Court stated an indirect public benefit is not sufficient to satisfy the requirement of a "public purpose," it is this Office's opinion that a court would likely find the proposed subsidy would violate the prohibition against using public funds for a private purpose.

Conclusion

As discussed more fully above, it is this Office's opinion that a court would likely find the proposed subsidy would violate the prohibition against using public funds for a private purpose.

Sincerely,

Matthew Houck
Assistant Attorney General

REVIEWED AND APPROVED BY:



<p>Richland County Residential Utilities Assistance Program Application richlandcountysc.gov</p>	<p>Mail Application: PO Box 192 Columbia, SC 29202 OR Fax Application: Number OR Email Application: Email address Phone number: Number</p>
<p>This application may be used to enroll in the Residential Utilities Assistance Program. Eligibility is based on meeting each individual program enrollment criteria, meeting annual income criteria, and based on the date the completed application is received by the County. Applications are processed in the order they are received, that is on first come, first served basis.</p>	

Richland County Utility Account #	
--	--

Primary Name on Utility bill:				
	Last	First	Middle	
Physical Address:				
	Street	Apt#	City	Zip
Mailing Address:				
	Street	Apt#	City	Zip

Primary Phone:		E-Mail	
----------------	--	--------	--

1. Government issued identification for the RC Utilities' customer (i.e., applicant). Please provide a copy of one of the items below:
 - a. State driver's license
 - b. State identification card
 - c. Passport or Permanent Resident Card

2. Please provide applicant's Food Assistance SNAP benefits client ID or social security number below to provide verification of gross income.

SNAP Benefits Client ID: _____ OR Social Security # ____ - ____ - _____

If applicant is not a SNAP recipient, please provide income documentation for the applicant. Please provide verification of GROSS income received in the previous month to the application.

- a. Paycheck stubs/ Employer statement showing GROSS earnings
- b. Child Support
- c. Social Security/SSI award letter/Survivor benefits
- d. Other income \$ _____

HOUSING INFORMATION

Housing members include everyone living in the home, regardless of age, whether or not they pay rent, and their relationship to applicant. Examples: roommates, relatives, tenants, children, friends, extended family members, etc.

Name (Last, First)	Date of Birth	Relationship to You	Gross Monthly Income	Income Source*
1.		Myself	\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	
11.			\$	
12.			\$	

* Income from wages, Social Security, pension, unemployment, Child Support, VA benefits, etc.
List other household members on a separate page.

HOUSING INFORMATION

Amount you pay for rent or mortgage: \$ _____

Housing Status: Columbia Housing Authority Other _____

Housing Type: Single Family Home Apartment Condo Mobile Home

SIGNATURE

I am aware that my information is subject to review and verification and that other documentation may be required. By signing this application, I grant permission to request information from the Housing Authority, Sec 8, HUD, other government agencies, or their delegated agents; this may result in receipt or denial of County benefits. Submitting this application does not guarantee eligibility or enrollment in any programs.

I certify that the information I provided is accurate and complete and that I may be subject to criminal prosecution if I have knowingly given false or misleading information. I agree to provide updated proof of eligibility at any time, if requested.

I understand that if I am found to be in violation of program rules, and receive assistance and have not truly disclosed all information, I will be removed from the program and the County may recover the actual costs for the periods I was not eligible.

I will notify the Richland County if my income or living situation changes.

Primary Name on RCU Bill

Signature:

Date:



PROGRAM INFORMATION FOR FLYER AND WEBSITE

Residential Utilities Assistance Program

The Residential Utilities Assistance Program (RUAP) offers eligible and qualified customers a \$10.00 monthly credit. The RUAP is available for income-qualified residential households.

Eligibility:

To be eligible for the RUAP, you must meet the following:

- a. You have a utility bill in your name
- b. Only the primary account holder can apply for the Utility credit on a yearly basis

Your total yearly household income in the one-month prior to applying must be: Household Size	Option 1 Gross Monthly Income	Option 1 Gross Yearly Income	Option 2 Gross Monthly Income	Option 2 Gross Yearly Income
1	\$1,561	\$18,735	\$2,082	\$24,980
2	\$2,114	\$25,365	\$2,818	\$33,820
3	\$2,666	\$31,995	\$3,555	\$42,660
4	\$3,219	\$38,625	\$4,292	\$51,500
5	\$3,771	\$45,255	\$5,028	\$60,340
6	\$4,324	\$51,885	\$5,765	\$69,180
7	\$4,876	\$58,515	\$6,502	\$78,020
8	\$5,429	\$65,145	\$7,138	\$86,860
9	\$5,997	\$71,965	\$7,506	\$91,180
10	\$6,165	\$73,985	\$7,874	\$95,500
Each Additional	\$368	\$4,416	\$368	\$4,416

Note: Refer to the Utility Credit Program application for additional eligibility requirements.

How to Apply:

Step 1: Check your eligibility for RUAP using the Eligibility Requirements above.

Step 2: Complete your RUAP application

Step 3: Mail your application to:

Richland County Residential Utilities Assistance Program
PO Box 192, Columbia, SC 29202

Step 4: Richland County Utilities' staff will contact you to complete the application process.



Agenda Briefing

To: Chair Paul Livingston and Members of the Council
Prepared by: Clayton Voignier, CCEP, CGAP, Director, Community Planning and Development
 Stephen Staley, PE, County Engineer, Engineering Division
Department: Community Planning and Development; Department of Public Works
Date Prepared: July 17, 2019 **Meeting Date:** August 01, 2019

Legal Review	Elizabeth Mclean via email	Date:	July 29, 2019
Other Review:	Jennifer Wladischkin, Manager, Procurement	Date:	
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Subject:	Accepting Ashwood Hill Drive into the County's Road Maintenance System		

Recommended Action:

Staff requests Council's direction on whether or not to accept Ashwood Hill Drive into the County's Road Maintenance System (RMS).

Motion Requested:

1. Move to accept Ashwood Hill Drive into the County's road maintenance system; or,
2. Move to not accept Ashwood Hill Drive into the County's road maintenance system.

Request for Council Reconsideration: Yes

Fiscal Impact:

Staff has completed a cost estimate to hire an Engineer and Contractor to bring this roadway up to County Standards. The estimate is approximately \$100,000.

Motion of Origin:

There is no Council motion associated with this request.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

In 2009, Richland County staff completed an inspection of Ashwood Hill Drive noting several repairs requiring completion prior to the County Engineer's acceptance of the road into Richland County's Road Maintenance System (RMS). County staff shared the inspection report with residents on Ashwood Hill Drive. According to the residents, these repairs were completed with private funds, and it was their understanding that upon completion of these repairs that Ashwood Hill Drive had, in fact, been accepted into the County's RMS. However, the road was not accepted into the County's RMS.

In 2013, County staff completed another inspection of Ashwood Hill Drive noting several additional repairs requiring completion prior to the County Engineer's acceptance of the road into the County's RMS. Using this inspection report, the Richland County Department of Public Works (DPW) prepared a subdivision assessment for Ashwood Hill Drive with estimated costs for road maintenance. This assessment was presented to Richland County Council at the October 16, 2018 Work Session on Using Public Funds on Private Roads as part of a comprehensive assessment of potential private road improvements for roads that were categorized as "abandoned by a Developer."

In 2019, County staff inspected Ashwood Hill Drive again to ensure that current estimated costs for road maintenance were in line with previous estimated costs provided at the October 16, 2018 Work Session. And it was determined that the cost estimate is still valid.

The normal process for taking a road into the County's RMS would include receiving a passing Final Inspection report from the New Development staff. After researching the County's files on this project, only a Final Inspection report was located identifying items that needed to be corrected or repaired. There was not a passing Final Inspection report in the files noting that these were in fact completed. Since 2009 when the road was constructed, it has continued to deteriorate and has become more costly to bring up to County Standards.

The County Engineer cannot recommend taking a roadway into the County's RMS that does not meet the County's Standards. County Council can only direct that action.

Attachments:

1. 2009 Inspection Report for Ashwood Hill Drive
2. 2013 Inspection Report for Ashwood Hill Drive
3. 2019 Inspection Report for Ashwood Hill Drive
4. Subdivision Assessment for Ashwood Hill Drive



FINAL INSPECTION

For

Project: Ashwood Hill Owner's Project No.: _____

Engineer: BRIAN H. PEELER Contractor: _____

Inspection Date: 9/1/09 Re-inspection Date: / / Re-inspection Date: / /

A FINAL INSPECTION WAS CONDUCTED ON THE ABOVE REFERENCED PROJECT ON THE DATE INDICATED AND THE FOLLOWING REQUIREMENTS FOR FINAL APPROVAL ARE NOTED:

Item	Location	Completed (Initial)
1) Pipes need grouting	CB-2, 3 + 7	
2) Box holding water	CB-7	
3) Box needs steps	CB-7	
4) Outfalls needing RIP-RAP + FABRIC	FES-1, 7 + Pond outfall	
5) Could not locate emergency spillway		
6) Pond severely overgrown could not access		

THE ABOVE REQUIREMENTS MUST BE COMPLETED PRIOR TO ISSUANCE OF FINAL APPROVAL.

Project Engineer _____ Date / / County Engineer Janet Murray Date 9/1/09

THE ABOVE REQUIREMENTS HAVE BEEN COMPLETED AND THE PROJECT IS APPROVED.

Project Engineer _____ Date / / County Engineer _____ Date / /



FINAL INSPECTION

For

Project: Ashwood Hill Owner's Project No.: _____

Engineer: BRIAN H PEELER Contractor: _____

Inspection

Re-inspection

Re-inspection

Date: 9/1/09

Date: / /

Date: / /

A FINAL INSPECTION WAS CONDUCTED ON THE ABOVE REFERENCED PROJECT ON THE DATE INDICATED AND THE FOLLOWING REQUIREMENTS FOR FINAL APPROVAL ARE NOTED:

Item	Location	Completed (Initial)
7) ROAD FAILURE @ ENTRANCE	28' in from Hiller Rd @ center line	
8) NO SPEED LIMIT SIGN		
9) PIPE NEEDS CLEANING	FES-4 to 5	
10) NO ASPHALT VERIFICATION TESTING		
11) STREET SIGN PARTIALLY MISSING @ ENTRANCE		

THE ABOVE REQUIREMENTS MUST BE COMPLETED PRIOR TO ISSUANCE OF FINAL APPROVAL.

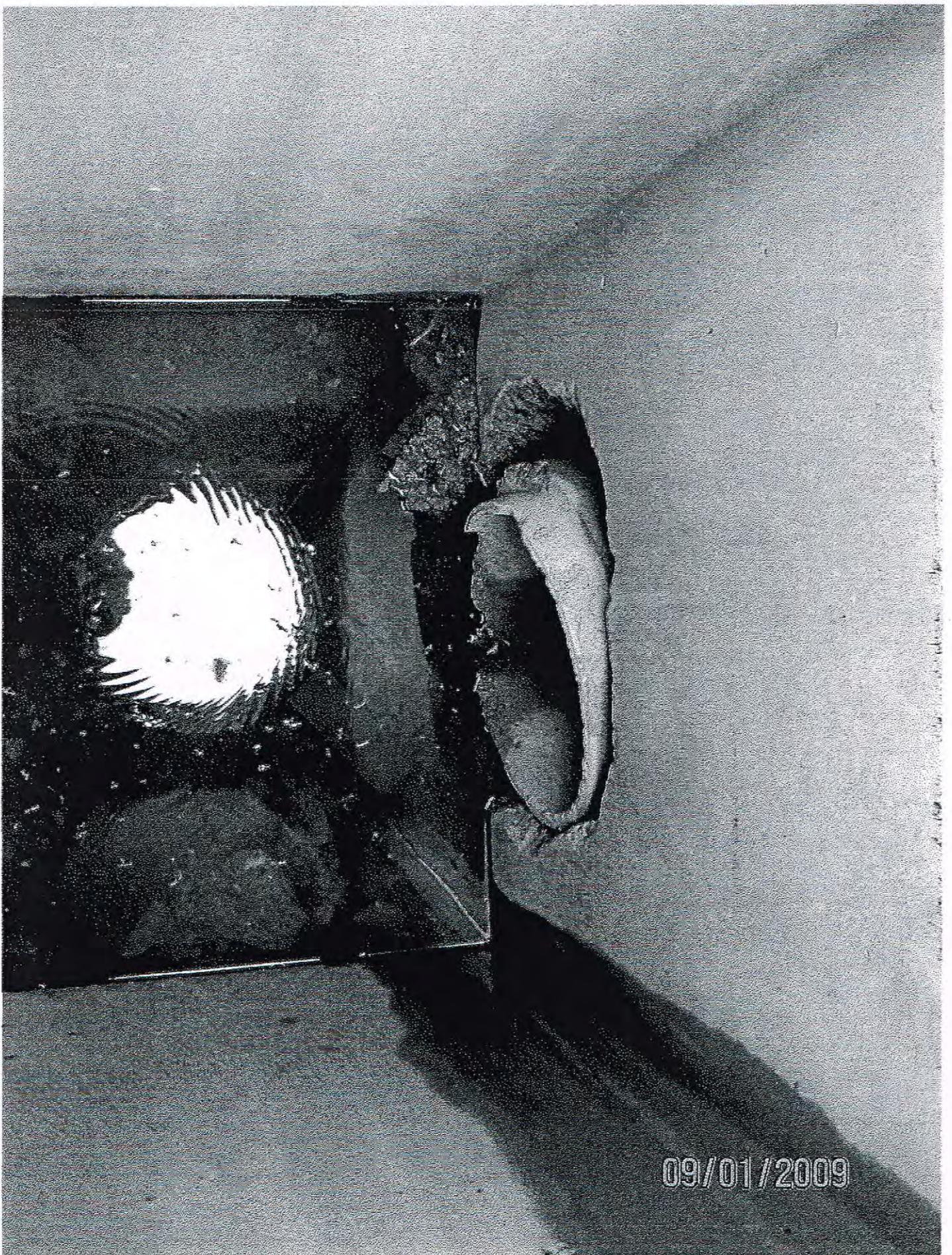
Project Engineer _____ Date / /

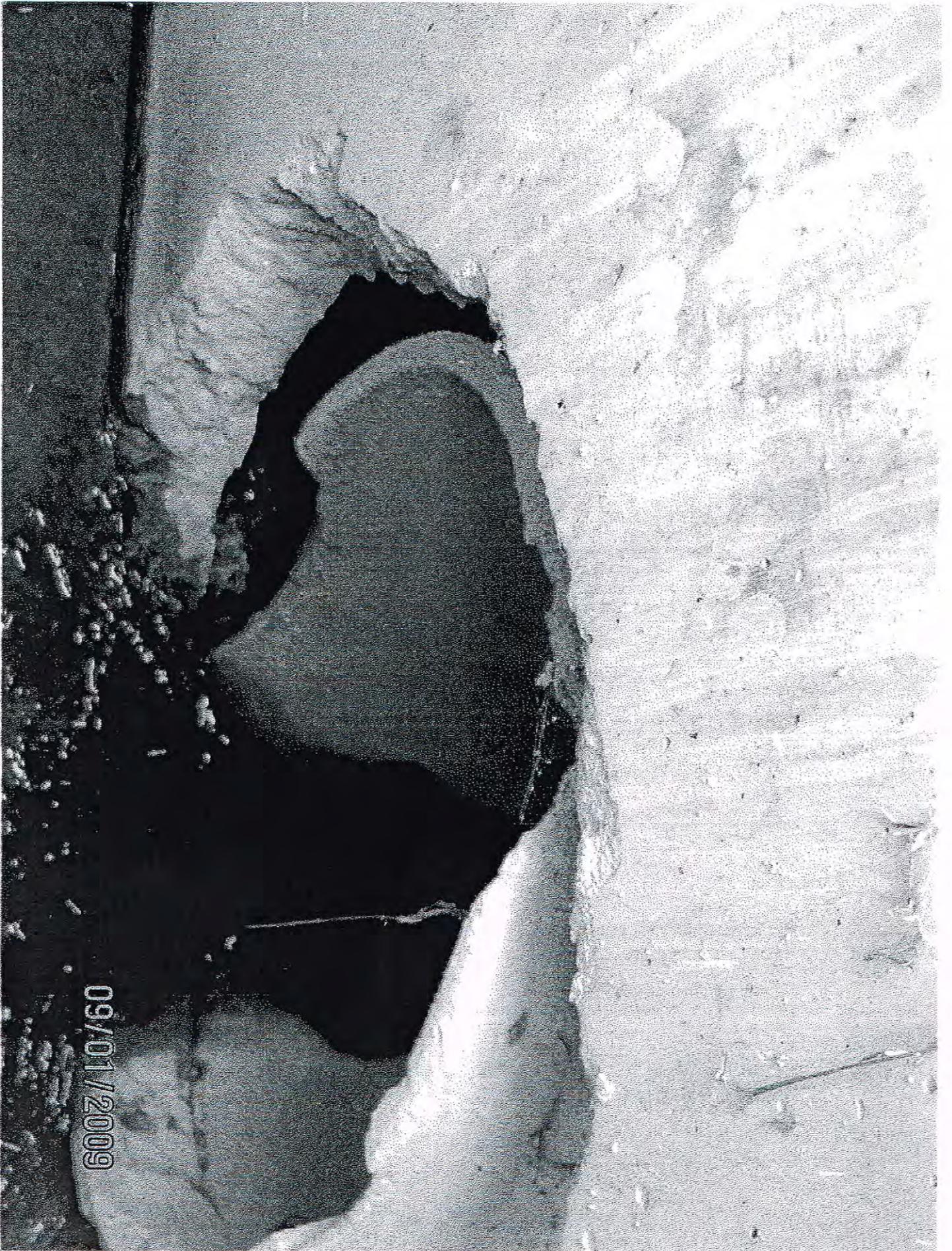
James H. Maney County Engineer Date 9/1/09

THE ABOVE REQUIREMENTS HAVE BEEN COMPLETED AND THE PROJECT IS APPROVED.

Project Engineer _____ Date / /

County Engineer _____ Date / /





09/01/2009



Road damage heavy alligator cracking at intersection with Hiller Road and Ashwood Hill Drive (approx. 78' x 4')



Heavy damage on at start of road alligator cracking, dipping and potholes (36' x15')



Small pothole right side of outbound lane approximately 8". Alligator cracking around the pot hole area approximately 6' x 1.5'



Pothole and outbound lane on left side approximately 2' x 1.5', heavy cracking with in pothole and additional alligator cracking outside a pothole approximately 4' x 5'



Five potholes starting in alligator cracking approximately 3' x 12'



Both storm drain throats on inbound and outbound side of road has cracked throat location is near address 401



Potholes heavy alligator cracking and dips and ruts have been found on both outbound side and inbound side at the crown of the road proximately 21' x 12'. Location is address 405



Alligator cracking found at crown of road approximately 45'x2'. Potholes are you there starting to form or have formed within this alligator cracking



Approximately 142' of cracking down crown of road starting at address for 413 to 419



Small pot hole forming at address for 427 and outbound lane



Cracking forming at crown of road and approximately 141' starting at address 427 to 435. Along the crack in crown of road, potholes and alligator cracking has started to form near address 435, approximately 9' x 1'





Surface damage found in cul-de-sac. Three locations found that are starting to form potholes (1' diameter)



This location of curbing cul-de-sac is approximately 24' in length damage curb also evidence of birdbath in location.



Second location in cul-de-sac with curb damage near address 443, approximately 15', evidence of birdbath also found



Storm drain in cul-de-sac has cracked throat



12' section of curb with cracking in large pieces of concrete broken out of curb



Three locations and curb where pieces are broken have either come out or about to come out



Heavy damage and curb approximately 2'



Heavy damage on curb approximately 1.5'



Example of curb damage found throughout subdivision.

Ashwood Hill Dr.

- Road damage heavy alligator cracking at intersection with Hiller Road and Ashwood Hill Drive (approx. 78x4')
- Heavy damage on at start of road alligator cracking, dipping and potholes (36' x15')
- Small pothole right side of outbound lane approximately 8"dia. Alligator cracking around the pot hole area approximately 6' x 1.5'
- Pothole and outbound lane on left side approximately 2' x 1.5', heavy cracking with in pothole and additional alligator cracking outside a pothole approximately 4' x 5'
- Five potholes starting in alligator cracking approxmally 3' x 12'
- Both storm drain throats on inbound and outbound side of road has cracked throat location is near address 401
- Potholes heavy alligator cracking and dips and rode have been found on both outbound side and inbound side at the crown of the road proximally 21' x 12'. Location is address 405
- Alligator cracking found at crown of road approximately 45'. Potholes are you there starting to form or have formed within this alligator cracking
- Approximately 142'x1' of cracking down crown of road starting at address for 413 to 419
- Small pot hole (6" dia) forming at address for 427 and outbound lane
- Cracking forming at crown of road and approximately 141'x1' starting at address 427 to 435. Along the crack in crown of road, potholes and alligator cracking has started to form near address 435, approximately 9' x 1'
- Surface damage found in cul-de-sac. Three locations found that are starting to form potholes 1' dia
- This location of curbing cul-de-sac is approximately 24' in length damage curb also evidence of birdbath in location.
- Second location in cul-de-sac with curb damage near address 443, approximately 15', evidence of birdbath also found
- Storm drain in cul-de-sac has cracked throat
- 12' section of curb with cracking in large pieces of concrete broken out of curb
- Three locations and curb where pieces are broken have either come out or about to come out 12'
- Heavy damage and curb approximately 2'
- Heavy damage on curb approximately 1.5'
- Crack curb damage found throughout subdivision.



RICHLAND COUNTY Department of Public Works Engineering Division

NPDES Storm Water Construction Compliance Inspection Report



PASS FAIL

PHOTOS

Type of Inspection:

- Pre-Construction Follow-Up
- Sediment & Erosion Control
- Proof Roll
 - Curb and Gutter
 - Subgrade
 - Base Course
- Final Inspection
- Follow up Inspection (Complaint)
- Follow up Inspection (Requires Detailed Notes)
- As-Built Verification
 - 70% Cover Achieved

Project Name: Ashwood Hills Dr.

Phase/Tract: _____

Inspector: N. V. Wright

Time of Inspection: 1130

2nd Inspector: R. Ridgell

Date of Inspection: 190703

Weather Conditions: Fair

Tentative Re-Inspection: _____

1) Are the following items available?

- SWPPP
- Land Disturbance Permit/Approved Plans
- NOI
- Copy of the General Permit
- DHEC Coverage Letter
- (N/A) for All -Less than (1) Acre
- (N/A) for All Documentation Verified On: _____

2) Are inspections being conducted and on-site? Yes No

Inspector: _____ Contractor: _____

- 3) Is the Construction Entrance/Exit properly installed according to plans? Yes No
- 4) Is the perimeter silt fence and/or other controls properly installed? Yes No *If No, identify deficiency and location(s).
- 5) Is construction activity following the phasing and sequencing? Yes No *If No, provide description(s).
- 6) Has construction activity on the site ceased for 14 days or more? Yes No *If YES, have temporary stabilization measures been installed within 14 days? Yes No *If No, identify location(s) needing stabilization.
- 7) Are litter construction debris, oils, fuels, building products & construction chemicals being properly addressed and/or removed? Yes No *If No, identify location(s).

Deficiencies/Corrections

(If applicable, provide location and date to be completed)

1. Alligator and Stress Cracking found throughout. See photos for details.
2. Curb and Gutter cracking found throughout. See photos for details.
3. Custom sign post (No Outlet) is too low. See photo for details.
4. All Storm Drain Boxes (3) have crack throats. See photo for locations
5. Landscaping constructed on top of storm drain. Does not interfere with manhole entry cover. See photos for details.
6. All mailboxes are brick structures throughout.

Deficiencies/Corrections

~~(If applicable, provide location and date to be completed)~~

Site Information:

Roadway: Installed
Curb and Gutter: Installed
Sidewalks: N/A
Signage: Installed
Striping: N/A
Storm Drain: Installed
Pond: Existing

If you have any questions or concerns regarding any information presented on this report, please contact the inspector at (803) 728-5844 or Chief Inspector (803) 576-2385

THE ABOVE DEFICIENCIES MUST BE CORRECTED AND SUPPORTING DOCUMENTATION REVIEWED AND APPROVED PRIOR TO FINAL APPROVAL OR PLACEMENT OF BASE MATERIAL.

THESE DEFICIENCIES SHOULD BE CONSIDERED TO BE THE MINIMUM COMPLIANCE REQUIREMENTS; ANY SITE OR PLAN DEFICIENCY WILL BE CONSIDERED A NON-COMPLIANCE ISSUE WHETHER OR NOT IT IS IDENTIFIED ON THIS REPORT


N. V. Wright

07/03/2019

Inspector

Date

I AGREE THAT THE ABOVE REFERENCED INSPECTION DID OCCUR AND HAVE COMMUNICATED ALL DEFICIENCIES.









Richland County Community Planning & Development Department Richland County Public Works Department

SUBDIVISION ASSESSMENT				Estimate for Construction without Contingency				\$6,483,508.76			
				Engineering Design and Contingency of 40%				\$2,593,403.50			
				Total Estimate with Engineering Design and Contingency				\$9,076,912.26			
Ashwood Hill Subdivision				DISTRICT 1		Total Estimate without Mobilization				\$68,377.36	
						Estimated Subdivision Mobilization				\$3,000.00	
						Total Estimate for Ashwood Hill Subdivision				\$71,377.36	
Ashwood Hill Drive Repairs only		Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
		190	\$15.00	190	\$65.00	17.25	\$120.00	27.3125	\$105.00		\$10.00
		\$2,850.00		\$12,350.00		\$2,070.00		\$2,867.81		\$0.00	
		Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$20,137.81	
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
		0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00					
Ashwood Hill Drive Milling and Resurfacing		Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
		0	\$15.00	0	\$65.00	215.02125	\$120.00	0	\$105.00	2493	\$9.00
		\$0.00		\$0.00		\$25,802.55		\$0.00		\$22,437.00	
		Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$48,239.55	
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
			\$85.00		\$70.00		\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00					
Beasley Creek Estates Subdivision				DISTRICT 7		Total Estimate without Mobilization				\$585,718.85	
						Estimated Subdivision Mobilization				\$3,000.00	
						Total Estimate for Beasley Creek Estates Subdivision				\$588,718.85	

Beasley Creek Drive Phase 1 B	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1624	\$15.00	1624	\$65.00	140.07	\$120.00	233.45	\$105.00		\$10.00
	\$24,360.00		\$105,560.00		\$16,808.40		\$24,512.25		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$174,640.65	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	40	\$70.00	2	\$300.00	0	\$1,500.00		
\$0.00		\$2,800.00		\$600.00		\$0.00				
W Bowmore Drive	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1450	\$15.00	1450	\$65.00	125.0625	\$120.00	208.4375	\$105.00		\$10.00
	\$21,750.00		\$94,250.00		\$15,007.50		\$21,885.94		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$152,893.44	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00				
Tormore Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	104	\$15.00	104	\$65.00	8.97	\$120.00	14.95	\$105.00		\$10.00
	\$1,560.00		\$6,760.00		\$1,076.40		\$1,569.75		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$10,966.15	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00				
E Bowmore Drive	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	218	\$15.00	218	\$65.00	18.8025	\$120.00	31.3375	\$105.00		\$10.00
	\$3,270.00		\$14,170.00		\$2,256.30		\$3,290.44		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$25,786.74	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	40	\$70.00	0	\$300.00	0	\$1,500.00		

Glen Ord Court	\$0.00		\$2,800.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1100	\$15.00	1100	\$65.00	94.875	\$120.00	158.125	\$105.00		\$10.00
	\$16,500.00		\$71,500.00		\$11,385.00		\$16,603.13		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$115,988.13	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00				
Sardis Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
	\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$105,443.75	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
Blythe Creek Subdivision				DISTRICT 2	Total Estimate without Mobilization				\$379,114.77	
					Estimated Subdivision Mobilization				\$3,000.00	
					Total Estimate for Blythe Creek Subdivision				\$382,114.77	
Black Elk Lane	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	115.0575	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$13,806.90		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$15,306.90	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	1	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$1,500.00			
Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	

Black Kettle Court	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed \$0.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
Blythe Creek Drive	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	527.85	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$63,342.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$87,562.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	346	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$24,220.00		\$0.00		\$0.00				
Broken Arrow Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$6,510.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	93	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$6,510.00		\$0.00		\$0.00				
Center Creek Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$1,750.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	25	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$1,750.00		\$0.00		\$0.00				
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost

Red Horse Court	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$3,500.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$3,500.00		\$0.00		\$0.00			
Red Winds Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1010	\$15.00	1010	\$65.00	114.10875	\$120.00	145.1875	\$105.00		\$10.00
	\$15,150.00		\$65,650.00		\$13,693.05		\$15,244.69		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$118,837.74	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	130	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$9,100.00		\$0.00		\$0.00				
Running Bear Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1091	\$15.00	1091	\$65.00	244.17375	\$120.00	156.83125	\$105.00		\$10.00
	\$16,365.00		\$70,915.00		\$29,300.85		\$16,467.28		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$145,648.13	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	180	\$70.00	0	\$300.00	0	\$1,500.00		
\$0.00		\$12,600.00		\$0.00		\$0.00				
Garden Brooke Phase 1 & 2 Subdivision				DISTRICT 1	Total Estimate without Mobilization				\$198,313.96	
					Estimated Subdivision Mobilization				\$3,000.00	
					Total Estimate for Garden Brooke Subdivision				\$201,313.96	
Garden Brooke Drive 1 Phase	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1000	\$15.00	956	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
	\$15,000.00		\$62,140.00		\$10,350.00		\$15,093.75		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		

	20	\$85.00	155	\$70.00	8	\$300.00	0	\$1,500.00	\$117,533.75	
	\$1,700.00		\$10,850.00		\$2,400.00		\$0.00			
Green Ash Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	654	\$15.00	654	\$65.00	56.4075	\$120.00	94.0125	\$105.00		\$10.00
	\$9,810.00		\$42,510.00		\$6,768.90		\$9,871.31			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$75,860.21	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	90	\$70.00	2	\$300.00	0	\$1,500.00		
	\$0.00		\$6,300.00		\$600.00		\$0.00			
Garden Brook Drive Phase 2	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$1,330.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	19	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$1,330.00		\$0.00		\$0.00			
Sawyer Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$3,590.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	17	\$70.00	8	\$300.00	0	\$1,500.00		
	\$0.00		\$1,190.00		\$2,400.00		\$0.00			
Caughman Ridge Phase 1 & 2 Subdivision				DISTRICT 11	Total Estimate without Mobilization				\$72,099.89	
					Estimated Subdivision Mobilization				\$3,000.00	
					Total Estimate for Caughman Ridge Subdivision				\$75,099.89	
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	

Caughman Ridge Road	150	\$15.00	149	\$65.00	12.9375	\$120.00	21.5625	\$105.00		\$10.00
	\$2,250.00		\$9,685.00		\$1,552.50		\$2,264.06		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	25	\$70.00	0	\$300.00	0	\$1,500.00	\$17,501.56	
	\$0.00		\$1,750.00		\$0.00		\$0.00			
Greenmont Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	39	\$15.00	39	\$65.00	3.36375	\$120.00	5.60625	\$105.00		\$10.00
	\$585.00		\$2,535.00		\$403.65		\$588.66		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	\$4,112.31	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Parkhaven Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	175	\$15.00	175	\$65.00	15.09375	\$120.00	25.15625	\$105.00		\$10.00
	\$2,625.00		\$11,375.00		\$1,811.25		\$2,641.41		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	\$18,452.66	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Caughman Ridge Road Phase 2	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	28	\$15.00	28	\$65.00	2.415	\$120.00	4.025	\$105.00		\$10.00
	\$420.00		\$1,820.00		\$289.80		\$422.63		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	\$5,072.43	
0	\$85.00	26	\$70.00	1	\$300.00	0	\$1,500.00			
\$0.00		\$1,820.00		\$300.00		\$0.00				
Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.		

Greenmont Circle Phase 2	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	250	\$15.00	250	\$65.00	21.5625	\$120.00	35.9375	\$105.00		\$10.00
	\$3,750.00		\$16,250.00		\$2,587.50		\$3,773.44		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$26,960.94	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	2	\$300.00	0	\$1,500.00		
\$0.00		\$0.00		\$600.00		\$0.00				
Birchton Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed \$0.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Hastings Point Phase 1, 2 & 3 Subdivision				DISTRICT 7	Total Estimate without Mobilization				\$873,655.75	
					Estimated Subdivision Mobilization				\$3,000.00	
					Total Estimate for Hastings Point Subdivision				\$876,655.75	
Garvey Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed \$0.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Granary Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00		\$10.00
	\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		

	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	105	\$70.00	8	\$300.00	0	\$1,500.00	\$62,471.88	
	\$0.00		\$7,350.00		\$2,400.00		\$0.00			
Hastings Point Drive Phase 1	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	5000	\$15.00	5000	\$65.00	431.25	\$120.00	718.75	\$105.00		\$10.00
	\$75,000.00		\$325,000.00		\$51,750.00		\$75,468.75		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	580	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$40,600.00		\$0.00		\$0.00		\$567,818.75	
Marrob Court Phase 1	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	2	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$140.00		\$0.00		\$0.00		\$140.00	
Garvey Circlce Phase 2	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	500	\$15.00	240	\$65.00	43.125	\$120.00	71.875	\$105.00		\$10.00
	\$7,500.00		\$15,600.00		\$5,175.00		\$7,546.88		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	150	\$70.00	3	\$300.00	0	\$1,500.00		
	\$0.00		\$10,500.00		\$900.00		\$0.00		\$47,221.88	
Tuhman Court Phase 2	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	20	\$15.00	20	\$65.00	1.725	\$120.00	2.875	\$105.00		\$10.00
	\$300.00		\$1,300.00		\$207.00		\$301.88		\$0.00	

Hastings Point Drive 2	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$11,158.88	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	125	\$70.00	1	\$300.00	0	\$1,500.00		
	\$0.00		\$8,750.00		\$300.00		\$0.00			
Hastings Point Drive 2	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$19,244.38	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	120	\$70.00	1	\$300.00	0	\$1,500.00		
	\$0.00		\$8,400.00		\$300.00		\$0.00			
Boutchet Court Phase 3	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	215.625	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$25,875.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$25,875.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
Garvey Circle Phase 3	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	991.875	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$119,025.00		\$0.00		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway \$119,025.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
McLester Court Phase 3	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	172.5	\$120.00	0	\$105.00	0	\$10.00
	\$0.00		\$0.00		\$20,700.00		\$0.00		\$0.00	

WILLESTER COURT PHASE 3

Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$20,700.00
\$0.00		\$0.00		\$0.00		\$0.00			