

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MARCH 03, 2020

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2020



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 Council

Regular Session
March 03, 2020 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Dalhi Myers

3. **PLEDGE OF ALLEGIANCE**

The Honorable Dalhi Myers

4. **PRESENTATION OF RESOLUTIONS**

a. A Resolution Recognizing March 2020 as Bleeding Disorders Awareness Month

The Honorable Paul Livingston

5. **PRESENTATION**

a. On the Table, Impact Report, Central Carolina Community Foundation

Cherise Arrendale, Strategic Initiatives and Communication Manager

6. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: February 18, 2020 [PAGES 10-18]

b. Zoning Public Hearing: February 25, 2020 [PAGES 19-22]

c. Special Called Meeting: February 25, 2020 [PAGES 23-24]

7. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
- a. Richland County vs. SC Dept. of Revenue Update
 - b. 911 Contract Agreement
9. **CITIZEN'S INPUT** The Honorable Paul Livingston
- a. For Items on the Agenda Not Requiring a Public Hearing
10. **CITIZEN'S INPUT** The Honorable Paul Livingston
- 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.)
11. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,
County Administrator
- a. Fairfield County's Proposed Wastewater Treatment Facility
 - b. Sale of Utility Bonds
12. **REPORT OF THE CLERK OF COUNCIL** Kimberly Williams-Roberts,
Clerk to Council
- a. Shuckin' on the Shoals, March 7, 9:00 AM - 2:00 PM, Saluda Shoals Park, 5605 Bush River Road
 - b. Transportation Greenway Informational Meeting, March 11, 5:30 - 7:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street
13. **REPORT OF THE CHAIR** The Honorable Paul Livingston
14. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Paul Livingston
- 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 Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters
15. **APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston

- a. 20-002MA
Tommy Wood
RS-MD to GC (1.46 Acres)
7220 Frost Avenue
TMS # R09402-02-01(p) [SECOND READING] [PAGES 25-26]
- b. 20-004MA, Deborah Stratton, RU to NC (2.17 acres), 4133 Clemson Road, TMS# R20281-01-27 [SECOND READING] [PAGES 27-28]
- c. 20-005 MA, Angie Dodson, NC to GC (1.46 acres), 1526 Leesburg Road, TMS# R16415-07-04 [SECOND READING] [PAGES 29-30]
- d. Approval for the development, design, and advertisement of two CTC funded sidewalk projects [PAGES 31-39]
- e. Approval to Award Governmental Affairs/Political Representation Contract [PAGES 40-43]
- f. Approval to Purchase and Install Cooling Tower - Alvin S. Glenn Detention Center [PAGES 44-57]
- g. Approval to Award Construction Contract - Lakeside at Ballentine Resurfacing [PAGES 58-67]
- h. Approval to Award - Contract for Construction –Shakespeare Crossing Community Center [PAGES 68-105]
- i. Approval to Award – Southeast Sewer and Water Project Division 3&4 [PAGES 106-113]
- j. Approval to Award - Stormwater Drainage Ditch Maintenance Contract [PAGES 114-117]
- k. Adoption of 2018 Building Codes [PAGES 118-131]
- l. Approval of Annual DHEC EMS Grant-in-Aid [PAGES 132-138]
- m. Light Detection and Ranging (LiDAR) Elevation Data Grant Match [PAGES 139-153]
- n. Roll-off Containers Purchase Order Increase [PAGES 154-156]

16. THIRD READING ITEMS

The Honorable Paul Livingston

- 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 Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters [PAGES 157-177]

17. SECOND READING ITEMS

The Honorable Paul Livingston

- 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 a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to 604 Huger, LLC; and other related matters [PAGES 178-200]
- 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 a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters [PAGES 201-226]

18. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Joyce Dickerson

- a. Increase FY20 Budget Allocation - Central Midlands Council of Government [PAGES 227-263]
- b. Salary Adjustment for Richland County Magistrates [DENIAL] [PAGES 264-278]
- c. Senior Resources - Request for Matching Grant Funds [PAGES 279-283]

19. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Calvin Jackson

- a. Approving the sale of certain property located on Farrow Road; and other related matters [FIRST READING] [PAGES 284-285]

20. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. NOTIFICATION OF VACANCIES
 - 1. 1. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the lodging industry & 1 applicant must have a background in the cultural industry)
 - 2. Hospitality Tax – Three (3) Vacancies (TWO applicants must be from Restaurant Industry)

3. Employee Grievance Committee – Eight (8) Vacancies (MUST be a Richland County employee; 2 seats are alternates)
4. Board of Assessment Appeals – Six (6) Vacancies
5. Board of Zoning Appeals – One (1) Vacancy
6. Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the GAS Industry, ONE from the Building Industry, ONE from the Electrical Industry & TWO from Fire Industry as alternates)
7. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
8. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
9. Community Relations Council – Six (6) Vacancies
10. Historic Columbia – One (1) Vacancy
11. River Alliance – One (1) Vacancy
12. Music Festival – Two (2) Vacancies
13. LRADAC – One (1) Vacancy
14. Central Midlands Council of Governments – Three (3) Vacancies
15. CMRTA – Two (2) Vacancies

b. NOTIFICATION OF APPOINTMENTS

1. Planning Commission - Four (4) Vacancies:
 - a. George W. Bullard, Jr. [**PAGES 286-287**]
 - b. Ann Thomason [**PAGES 288-289**]
 - c. Beverly Diane Frierson [**PAGES 290-291**]
 - d. Terrence J. Taylor, Sr. [**PAGES 292-293**]
 - e. Richard Hitchler [**PAGES 294-295**]
 - f. Bryan Grady [**PAGES 296-297**]
 - g. Martina Moorer [**PAGES 298-299**]
 - h. Joseph Bernard [**PAGES 300-301**]

21. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Gills Creek Maintenance Agreement [FOR INFORMATION] [PAGES 302-304]
- b. SERN Financial Participation Agreement between SCDOT and Richland County [ACTION] [PAGES 305-313]
- c. Mitigation Bank Credit Sales- City of Sumter, Shot Pouch Greenway [ACTION] [PAGES 314-370]
- d. Shop Road Extension Phase 1 Road Transfer [ACTION] [PAGES 371-391]
- e. Department Transfer of Funds between Projects [ACTION] [PAGES 392-393]
- f. Staff Augmentation Selection Approval [ACTION] [PAGES 394-398]
- g. North Main CEI Services Contract Approval [ACTION] [PAGES 399-401]

22. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE

The Honorable Dalhi Myers

- a. Architect Firm to Design a Medical and Mental Health Housing Unit for the Alvin S. Glenn Detention Center [ACTION] [PAGES 402-560]

23. OTHER ITEMS

The Honorable Paul Livingston

- a. FY20 - District 5 Hospitality Tax Allocations [PAGES 561-562]

24. EXECUTIVE SESSION

Larry Smith,
County Attorney

25. ADJOURNMENT



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



Richland County Council

REGULAR SESSION

February 18, 2020

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, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, Brad Farrar, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Beverly Harris, Clayton Voignier, Leonardo Brown, Larry Smith, Sandra Haynes, Brittney Hoyle-Terry, Michael Niermeier, Michael Maloney, Dale Welch, Christine Keefer, Randy Pruitt, Michael Byrd, Dwight Hanna, Nathaniel Miller and Stephen Staley

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson
4. **APPROVAL OF THE MINUTES**
 - a. **Special Called Meeting: February 11, 2020** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Ms. McBride stated she would like the record to reflect that she abstained from the vote on Item 15(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 Project Marion; and other related matters” due to a potential conflict of interest.

Ms. Newton stated the vote on Items 6: “Adoption on the Agenda” and 19 “Executive Session” should reflect that she voted in favor. Additionally, in the event someone is watching a recording of the meeting and wondering why there is a discrepancy with the recorded minutes, it should be noted we were experiencing technical difficulties; therefore, they will understand the votes were not always attributed to the correct person.

Mr. Malinowski requested the record to reflect that he voted against Item 15(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 Project Marion; and other related matters”.

Mr. Walker requested the record to be corrected to show that he was present at the meeting.

Mr. Malinowski stated, for clarification, during the discussion on Item # 18(d): “Change Order – Millbrook Rd. – CDBG-DR”, he was not trying to indicate that Mr. Voignier was not doing his job. He simply wanted it on the record that whoever is being employed by the Blue Ribbon Committee/Richland County obviously did not do their job.

Ms. Dickerson moved, seconded by Ms. Terracio, to approve the minutes as amended.

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

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Smith requested to remove Item # 6(b): “Labor Licensing Regulations (LLR) Report”. He stated it is not quite ready to move forward with.

Mr. Brown requested to remove Item # 17(a): “Subdivision Abandoned Paved Road Relief Program” from the agenda. It should be placed back on the agenda in the near future.

Mr. Malinowski inquired about why this item was removed. He stated he has had people inquire about this item, and those people have taken the time to show up for the meeting. He was told that everyone’s questions have been answered, so he is not understanding why we are having this item removed, at this point.

Mr. Brown stated there are still questions that members of the body were not able to have addressed; therefore, those members do not feel they are in a position to take on this matter.

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

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

Opposed: Malinowski

The vote was in favor.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Richland County vs. SC Dept. of Revenue Update
- b. Labor Licensing Regulation (LLR) Request – This item was removed from the agenda during the Adoption of the Agenda.

7. **CITIZENS’ INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Andrew Boozer, Senior Resources Executive Director, spoke in regarding to Item 19(a): “Request for matching grant funds for Senior Resources.”

Special Called Meeting

February 18, 2020

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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 this time.) – No one signed up to speak.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Fairfield County's Proposed Wastewater Treatment Facility – Mr. Brown stated this item deals with a matter that was brought before Council via public comment during the last Council meeting. He stated the County has reached out to DHEC, but were not able to speak with them. They were able to speak to the Central Midlands Council of Governments, and they were able to give us some information regarding the process. One of the things we found out is there is a 2-part process related to the proposed facility. Part A – There is a joint authority that is set up to provide water and sewer, but that joint authority is not currently recognized to do what Fairfield County wants to do. Therefore, the joint authority has to be set up as a designated 208 management agency within the area. They also have to amend a map for the geographic area they are going to be covering. Part B – The facility will have to be recognized, and has to be in regulations surrounding the matters. It is also his understanding, there is a public meeting scheduled on February 25th related to this issue. The COG is also going to request they come back before Board on February 27th. They anticipate receiving the necessary amendments for consideration on March 18th. They would then expect to have some information come back to the full COG Board on March 26th.

Mr. Livingston requested the information in writing, so he can put the dates on his calendar.

Mr. Jackson stated he believes it is Council's position that they are adamantly opposed to any discharge into Cedar Creek.

Ms. Myers thanked Mr. Brown, and his staff, for listening to the citizenry and being proactive on this matter.

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

- a. SCAC Mid-Year Conference and Institute of Government Classes – Ms. Roberts reminded Council of the upcoming SCAC Mid-Year Conference and Institute of Government classes.

11. **REPORT OF THE CHAIR**

- a. Recognition of Clerk to Council's Completion of Clerk to Council Certification Program – Mr. Malinowski presented Ms. Roberts with her certificate of completion for the Clerk of Council's Certification Program.

12. **APPROVAL OF CONSENT ITEMS**

- a. 19-042MA, Lenny Williams, OI to RS-MD (.4 Acres), 1221 Inland Drive, TMS # R06015-01-15 [THIRD READING]
- b. 19-043MA, Odell Flemming, RU to LI (2 Acres), 13081 Garners Ferry Road, TMS # R39400-02-02 [THIRD READING]

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

Special Called Meeting
February 18, 2020

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

The vote in favor was unanimous.

13. **THIRD READING ITEM**

- 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 a public infrastructure credit agreement to provide for public infrastructure credits to Huger Hospitality, LLC (formerly known under a code name as Project Kline); and other related matters – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski stated on p. 28, Section 2.3(c) it states the infrastructure credits are limited obligations of the County. He requested an explanation of how this works.

Mr. Ruble stated he believes it limits the responsibility of the County to provide the credits. The credits are based on the company's property taxes. We are abating a portion of the taxes, but the County is not obligated to come out of pocket.

Mr. Tushar V. Chikhliker, Nexsen Pruet, stated there are specific constitutional limitations on the way in which counties can incur debt. There are General Obligations and Limited Obligations. He stated that kind of language is included in these kind of incentive agreements. The County is not incurring any indebtedness or any responsibility to levy taxes in order to provide this incentive. Only the payments made to the County, in way of fee-in-lieu of tax payments, under this program, is the pot against which the incentive is provided.

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

Opposed: Malinowski and Newton

Abstain: McBride

The vote was in favor.

14. **SECOND READING ITEMS**

- 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 Project Marion; and other related matters – Mr. Jackson moved, seconded by Ms. Myers, to approve this item.

Ms. Terracio stated for certain of these items we get a briefing or we get to talk to someone about what they are. She is not entirely sure which one this is because they are named by project, and she does not necessarily get information.

Mr. Ruble stated often they have a non-disclosure agreement, so they cannot give you the name of the company. He can remind you that this is a small startup company that makes boats, and will be located in the Southeast portion of the County.

Ms. Myers stated this project is going to be located in her district. It is a good project, and the constituents are pleased about it. It is a local, small business.

Mr. Malinowski inquired as to why full Council is not trusted with the full details.

Ms. Myers stated she got the information in the Economic Development Committee.

Mr. Walker stated this is Second Reading, and anyone on the Economic Development Committee would be happy to sit down with you, and fully educate their fellow Councilmembers on the project details.

Ms. Newton stated there have been questions which make it apparent that we should review the process that we use as we discuss Economic Development items.

Ms. Dickerson stated when these projects come before us, we should take it upon ourselves to follow-up with Administration prior to the meeting(s) if we have questions.

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

Opposed: Malinowski and Newton

The vote was in favor.

15. **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 a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated the briefing document noted there are 300 structured parking spaces, with a portion of the parking available to the public. He inquired as to how many spaces will be available to the public.

Mr. Leighton Lord, Nexsen Pruett, stated they are going to put in 300 spaces. There is also going to be a retail component to the project, so the amount of public spaces will depend on the amount of retail that is put in. They will follow area guidelines, which will likely be 20 – 25%.

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

Opposed: Malinowski and Newton

Abstain: Myers

The vote was in favor.

Ms. Myers stated she abstained from the vote because she needs additional information.

- 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 a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Novel; and other related matters – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated the parking spaces related to this project are for the residents of the development; therefore, there is nothing for the public. However, if you look at the figures given to Council approximately 88% of the costs is for the parking garage, which means 88% of taxpayers' funds are going toward something they ultimately cannot use.

Mr. Jackson stated he believes the purpose of the credits is not just to debate whether or not it is for a garage, and how many spaces are available. The purpose is to incentivize this kind of economic development in the County. As a result of incentivizing places that were abandoned, vacant, and not being developed we are providing a tax credit, or benefit, for them to be able to build. In addition, they are providing, under the infrastructure umbrella, opportunity for the public to benefit. Quite frankly, even if there limited parking spaces, the public benefit for the development that is going to occur should far outweigh the number of parking spaces that will or will not be made available.

Mr. Chikhliker stated the overall capital investment on this project is \$80M. It is a large project and is located on a site next to the Richland Library that has been vacant for some time. You are looking at a 15-story, high end looking facility with 5 stories of parking decks. They are also working together with the Richland Library to do a plaza to increase the walkway from the Southside to the back portion of the parking lot. Of the overall \$80M, roughly \$13 – 14M would go into the parking deck, so there is a significant amount of capital investment that is unrelated to the parking deck.

Ms. Terracio understands this could be a mutually beneficial opportunity for the Richland Library and County. She stated she really has trouble supporting more student housing in Columbia. She has heard from many people that have trouble supporting student housing. It seems we have a lot of apartment buildings that are approximately 50% empty. These apartments are built dorm style, with individual locks and would not be the kind of apartments easily changed over to a single family unit.

Mr. Chikhliker stated the project will be marketed toward students, but they are also marketing toward non-students. The rates may lean in that direction, to a certain degree. They have completed a number of market studies to look at the absorption rate, and they feel like they can fill it.

Ms. Terracio inquired, if this apartments are not just for students, what other kind of demographics could you see living in an apartment where each person has their own locking door and bathroom?

Mr. Chikhliker stated he does not have an answer to that. The hope is that there is a significant amount of infill development that comes as a result of the bodies coming into this particular area. Given that it is lease by bed, students are the natural fit, but they are not going to limit it to only students.

Ms. Myers inquired if any people, other than students, typically come in to a building such as this and rent by the bed.

Mr. Chikhliker stated he does not know the answer. He can certainly provide an answer after the Council meeting.

Ms. Myers inquired about what percentage the target market is from the University, and if their fees will be paid through remittances, or are they going to be marketed like an apartment.

Mr. Chikhliker responded they will be marketed like an apartment.

Ms. Myers stated, for clarification, primarily through the University for students.

Mr. Chikhliker responded he does not know the answer, but he can find out.

Ms. Myers inquired about how many parking spaces are a part of this project.

Mr. Chikhliker responded there are 405 parking spaces.

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

Opposed: Terracio, Malinowski, Myers and McBride

The vote was in favor.

Ms. Newton stated, for the record, she voted in favor of this item so it would go forward for further dialogue, but she may not personally be in favor.

16. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF APPOINTMENTS**

I. Community Relations Council – Two (2) Vacancies – Mr. Malinowski stated the committee recommended appointing Ms. Georgia Coleman and Ms. Lauren Taylor Wilkie.

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

The vote in favor was unanimous.

17. **OTHER ITEMS**

a. Subdivision Abandoned Paved Road Relief Program – This item was removed from the agenda during the Adoption of the Agenda.

b. Midlands Business Leadership Group – Gateway Beautification – Airport Boulevard – Mr. Malinowski stated he does not believe this is properly before us. There are six (6) ways items can be placed on the Council agenda, and this does not come under any one of them. In addition, he personally has a lot of questions. There is a lot of information that Council has not been presented.

Mr. Malinowski moved, seconded by Mr. Walker, to refer this item to committee for vetting, so all of the proper information can be provided to Council.

Ms. Dickerson stated this item was to have been forwarded to the Administrator, and probably should have come under the Report of the Administrator, so additional information could be provided to Council.

Mr. Brown stated his initial understanding was this item should go through a committee. The reason that it is not under the Report of the Administrator is because Council has chosen not to allow action

items to be placed there. This is a request from the Midlands Business Leadership Group that would require Council to consider taking action to support a resolution.

Ms. Myers stated it seems there is a financial impact that is not quantified. This is asking for Council to agree to support resources, which translates into dollars.

Mr. Livingston recommended placing this item on the February 25th A&F Agenda for action.

Mr. Malinowski requested to have Mr. Ruble's input on this matter, as this item appears to be tied to economic development.

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

The vote in favor was unanimous.

18. **EXECUTIVE SESSION** – Ms. Myers moved, seconded by Mr. Walker, to go into Executive Session.

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

Opposed: Jackson and Walker

The vote was in favor.

Council went into Executive Session at approximately 6:52 PM and came out at approximately 7:49 PM

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

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

The vote in favor was unanimous.

- a. **Richland County vs. SC Dept. of Revenue** – Ms. Myers moved, seconded by Mr. Walker, to resolve the issue with SCDOR, as discussed in Executive Session. To include, guidance for moving forward with future expenditures, and for staff to present the proposal to Council at its earliest possible next meeting.

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

The vote in favor was unanimous.

19. **MOTION PERIOD**

- a. **Request for matching grant funds for Senior Resources [LIVINGSTON]** – Ms. Myers moved, seconded by Mr. Walker, to forward this item to committee.

Ms. Newton noted this request for funding is asking for a commitment by February 28th.

Ms. Roberts inquired if staff is supposed to place this item on the February 25th A&F Agenda.

Mr. Malinowski stated this is only time-sensitive because an outside agency waited too long to bring it to Council.

Mr. Livingston stated he received the letter approximately a week and a half ago.

Ms. Dickerson stated people need to understand when they are going to bring proposals to us they need to give us time to process them.

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

Opposed: Malinowski

The vote was in favor.

Mr. Malinowski inquired if unanimous consent is required to move this item to the February 25th A&F Committee meeting.

Mr. Smith stated if there is a deviation from the rules then you would have to waive the rules in order to do it.

Mr. Walker inquired if this represents a deviation from the rules.

Mr. Smith stated Council Rules require the item has to be into the Clerk by a certain time.

Mr. Malinowski stated just because the Clerk gets it, is the Clerk allowed to start putting items on an agenda because she receives them?

Mr. Smith stated there are 2 parts. The first part is whether the Clerk's Office got in time. The other part is whether Council has the authority to request the item be sent to a committee, which is motion you are entertaining now.

Mr. Malinowski inquired how the Chair can make a ruling on something that is violation of Council Rules. Council Rules states, "Appropriate written backup material for all items of business that are to be included in the Administration and Finance or Development and Services Committee agendas must be delivered electronically to the County Administrator's Office no later than 5:00 p.m. on the date two weeks prior to the committee's scheduled meeting date." First, we are being told it was a week and a half and it was received by the Clerk's Office, not the Administrator's Office, so there are two (2) violations.

Ms. Newton stated the subsequent paragraph in the Council Rules reads, "In exceptional circumstances, time-sensitive items received after the deadline may be added to a committee's agenda at the discretion of the committee's Chairperson, provided the addition is made before agendas are printed and distributed."

Ms. Dickerson stated she wants to add this item to the February 25th A&F Committee agenda.

20. **ADJOURNMENT** – The meeting adjourned at approximately 7:59 PM



Richland County Council

ZONING PUBLIC HEARING
February 25, 2020 – 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, Allison Terracio, Yvonne McBride and Joe Walker

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Kimberly Williams-Roberts, Clayton Voignier, Larry Smith, Leonardo Brown, Angela Weathersby, Ashiya Myers, Ashley Powell, Sandra Haynes, Brian Crooks, Michael Maloney, Judy Carter and Dante Roberts

- II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price stated there were no deletions or additions to the agenda.

IV. **ADOPTION OF THE AGENDA**

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

Present but Not Voting: Dickerson

The vote in favor was unanimous.

V. **MAP AMENDMENTS (Public Hearing)**

1. 19-049MA
Donald G. Jones
RU to RC (.764 & 1.236 [2 Acres Total])
7812 Fairfield Road
TMS # R12100-02-26 & R12100-02-01 (Portion of) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Donald Jones spoke in favor of this item.

The floor to the public hearing was closed.

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

Mr. Jackson made a substitute motion, seconded by Ms. Dickerson, to defer this item and the Public Hearing until the March Zoning Public Hearing.

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

Present but Not Voting: Terracio, Manning and McBride

The vote in favor was unanimous.

2. 20-001MA
Robert Giles
RM-HD to NC (2 Acres)
Ohio Street & Olympia Avenue
TMS # R11203-01-01, 03, 04 & 05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Johnathan Giles spoke in favor of this item.

Mr. Todd Beasley spoke in opposition of this item.

The floor to the public hearing was closed.

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

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

3. 20-002MA
Tommy Wood
RS-MD to GC (1.46 Acres)
7220 Frost Avenue
TMS # R09402-02-01 (P) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Tommy Wood spoke in favor of this item.

Ms. Deborah Moore and Ms. Laurie Sycamore spoke in opposition of this item.

The floor to the public hearing was closed.

Ms. Myers moved, seconded by Ms. Dickerson, to defer this item until Mr. Livingston is able to meet with the applicant and community.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

4. 20-003MA
Chad Monteith
RU to GC (5 Acres)

6505 N. Main Street
TMS # R11716-10-04 [FIRST READING]

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

5. 20-004MA
Deborah Stratton
RU to NC (2.17 Acres)
4133 Clemson Road
TMS # R20281-01-27 [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. Manning moved, seconded by Ms. Terracio, to approve this item.

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

Present but Not Voting: Dickerson

The vote in favor was unanimous.

6. 20-005MA
Angie Dodson
NC to GC (1.46 Acres)
1526 Leesburg Road
TMS # R16415-07-04 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Ms. Angie Dodson spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Terracio moved, seconded by Ms. Myers, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

VII. **OTHER BUSINESS** – No other business.

VIII. **ADJOURNMENT** – The meeting adjourned at approximately 7:30 PM.



Richland County Council

SPECIAL CALLED MEETING
February 25, 2020
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, James Hayes, Stacey Hamm, Beverly Harris, Leonardo Brown and Larry Smith,

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:33 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Walker moved, seconded by Ms. Dickerson, to amend the agenda to only take up the Executive Session item.

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

Present but Not Voting: Manning and Dickerson

The vote in favor was unanimous.

3. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. **Richland County vs. SC Dept. of Revenue Update**

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

In Favor: Terracio, Malinowski, Dickerson, Livingston and McBride

Opposed: Jackson, Myers and Walker

The vote was in favor.

***Council went into Executive Session at approximately 7:40 PM and
came out at approximately 9:24 PM***

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

Present but Not Voting: Manning

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

Mr. Walker moved, seconded by Ms. Terracio, to direct the County Attorney to present the terms and conditions discussed in Executive Session to the South Carolina Department of Revenue as soon as possible.

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

Opposed: Jackson and Manning

The vote was in favor.

4. **OTHER ITEMS**

- a. Midlands Business Leadership Group (MBLG) – Gateway Beautification – This item was removed during the Adoption of the Agenda.
- b. Senior Resources – Request for Matching Grant Funds – This item was removed during the Adoption of the Agenda.

5. **ADJOURNMENT** – The meeting adjourned at approximately 9:26 PM

Richland County Council Request for Action

Subject:

20-002MA
Tommy Wood
RS-MD to GC (1.46 Acres)
7220 Frost Avenue
TMS # R09402-02-01(p)

Notes:

First Reading: February 25, 2020
Second Reading: March 3, 2020 {Tentative}
Third Reading: March 17, 2020 {Tentative}
Public Hearing: February 25, 2020

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

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 # R09402-02-01 (P) FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) 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 # R09402-02-01 (P) from Residential Single-Family Medium Density District (RS-MD) 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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2020
First Reading: February 25, 2020
Second Reading: March 3, 2020
Third Reading: March 17, 2020

Richland County Council Request for Action

Subject:

20-004MA, Deborah Stratton, RU to NC (2.17 acres), 4133 Clemson Road, TMS# R20281-01-27

Notes:

First Reading: February 25, 2020

Second Reading: March 3, 2020 {Tentative}

Third Reading: March 17, 2020 {Tentative}

Public Hearing: February 25, 2020

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

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 # R20281-01-27 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 # R20281-01-27 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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2020
First Reading: February 25, 2020
Second Reading: March 3, 2020
Third Reading: March 17, 2020

Richland County Council Request for Action

Subject:

20-005 MA, Angie Dodson, NC to GC (1.46 acres), 1526 Leesburg Road, TMS# R16415-07-04

Notes:

First Reading: February 25, 2020

Second Reading: March 3, 2020 {Tentative}

Third Reading: March 17, 2020 {Tentative}

Public Hearing: February 25, 2020

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

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 # R16415-07-04 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) 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 # R16415-07-04 from Neighborhood Commercial District (NC) 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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2020
First Reading: February 25, 2020
Second Reading: March 3, 2020
Third Reading: March 17, 2020

Richland County Council Request for Action

Subject:

Approval for the development, design, and advertisement of two CTC funded sidewalk projects

Notes:

February 25, 2020 – The committee recommended to direct appropriate County Staff to proceed with the project development, design, and advertisement for construction of the following sidewalks: 1. Greenhill Parish Parkway Sidewalks, Curb Ramps, and Flashing School Zone Signs (District 9); 2. Spring Park Drive Sidewalk from Longreen Parkway to Hobart Road (District 2 and 7) utilizing the “C” Funds previously approved by the County Transportation Committee (CTC).

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Gwendolyn Kennedy and Members of the Committee
Prepared by: Stephen Staley, PE, County Engineer
Department: Public Works
Date Prepared: February 03, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 10, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee: Development & Services
Subject: Approval for the development, design, and advertisement of two CTC funded sidewalk projects

Recommended Action:

Staff recommends approval for County Staff to proceed with the development, design, and advertisement for construction of the following projects that have been conditionally approved by the County Transportation Committee (CTC):

1. Greenhill Parish Parkway Sidewalks, Curb Ramps, and Flashing School Zone Signs (District 9)
2. Spring Park Drive Sidewalk from Longreen Parkway to Hobart Road (District 2 and 7)

Motion Requested:

Move to direct appropriate County Staff to proceed with the project development, design, and advertisement for construction of the sidewalks named herein using the "C" Funds previously approved by the County Transportation Committee (CTC)."

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds for these projects were conditionally approved by the CTC in their meeting on August 27, 2019 as follows:

Greenhill Parrish Parkway Sidewalks and School Zone Flashing Signs	\$373,574
Spring Park Drive Sidewalk	\$575,016

Each of the above cost estimates include a 15% and 30% contingency, respectively. The CTC condition for approval cited above is County Council approval of these projects. If County Council does not approve these projects, the funds will not be issued to Richland County and revert to the CTC for future use on other projects.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Both of these sidewalk project originated from a citizen request through the County’s Ombudsman office. These requests were then investigated by DPW staff. If the project met the criteria as established by the County Transportation Committee (CTC), then it was taken before the CTC with a request for funding. Both of these projects were conditionally approved and funded pending approval from County Council.

Greenhill Parish Parkway Sidewalks and School Zone Flashing Signs – County Engineer Staff Design:

The request came from a citizen’s requests. The recommended project includes the installation of a new sidewalk, ADA curb ramps, and crosswalks markings along Greenhill Parrish Parkway, and the installation of flashing school speed zone signs for Catawba Trail Elementary School. The cost estimate along with mapping of the roads was provided to the CTC (see attached).

Spring Park Drive Sidewalk – Consultant Design:

The request for this sidewalk also came from a citizen’s request. The sidewalk will be along Spring Park Drive from Longreen Parkway to Hobart Road. The proposed sidewalk would allow for continuous pedestrian accommodations from the homes along Spring Park Drive to both Longleaf Middle School and Sandlapper Elementary School. The cost estimate, along with mapping was provided to the CTC (see attached).

Attachments:




1. Greenhill Parish Parkway Sidewalk – location map / cost estimate / CTC Request
2. Spring Park Drive Sidewalk – location map / cost estimate / CTC Request





Greenhill Parish Pkwy New Sidewalks & Signs



Richland County & Woolpert

Legend

-  New Flashing Signs - School Speed Zone
-  Existing Sidewalk
-  Proposed Sidewalk

-  Parcels
- Road Maintenance**
-  County Paved
-  Private or Other
-  SCDOT



1 inch = 352 feet

Attachment 1



Richland County Public Works - 2018

Greenhill Parish Pkwy Sidewalk Engineer's Cost Estimate

10/15/2018

SIDEWALK

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1	LS	\$20,000.00	\$ 20,000.00
Traffic Control	1	LS	\$20,000.00	\$ 20,000.00
Clearing and Grubbing	1	LS	\$10,000.00	\$ 10,000.00
Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00
Unclassified Excavation	250	CY	\$ 45.00	\$ 11,250.00
Siltfence	200	LF	\$ 5.00	\$ 1,000.00
Concrete Sidewalk 4" Uniform	1,465	SY	\$ 65.00	\$ 95,225.00
Concrete Headers (Approx. 6")	300	LF	\$ 80.00	\$ 24,000.00
New 2' x 4' Detectable Warning	19	SF	\$ 300.00	\$ 5,700.00
Retrofit 2' x 4' Detectable Warning	2	EA	\$ 500.00	\$ 1,000.00
Pedestrian Curb Ramp	19	EA	\$ 4,000.00	\$ 76,000.00
Rem. & Disp. Of Concrete	20	SY	\$ 30.00	\$ 600.00
Concrete Standard Curb	100	LF	\$ 80.00	\$ 8,000.00
8" White Thermo. Crosswalk Markings	190	LF	\$ 15.00	\$ 2,850.00
24" White Thermo. Crosswalk Markings	455	LF	\$ 45.00	\$ 20,475.00
12" White Thermo. Stop Bar Markings	15	LF	\$ 30.00	\$ 450.00
Erosion Control Blankets	120	SY	\$ 15.00	\$ 1,800.00
Permanent Seed	0.5	AC	\$ 5,000.00	\$ 2,500.00
Utility Repair Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 310,850.00
15% Contingency				\$ 46,627.50
Total With Contingency				\$ 357,477.50

FLASHING SCHOOL SIGNS

TAPCO BlinkLink Programmable School Zone Speed Limit Signs With Activation Service	2	EA	\$ 7,300.00	\$ 14,600.00
10% Contingency				\$ 1,460.00

Total with Contingency **\$ 16,060.00**

TOTAL PROJECT COST **\$ 373,537.50**

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 2

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: The installation of sidewalk, ADA curb ramps and crosswalk markings along Greenhill Parish Pkwy. Also the installation of flashing school speed zone signs for Catawba Trail Elementary School.

INITIAL ESTIMATED COST OF PROJECT: \$373,537.50

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: School Entrance

ENDING POINT: Upland Hill Ln.

TOTAL MILEAGE: 0.6 (both sides of road) MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works

CONTACT PERSON: Allison Steele, P.E.

CONTACT PHONE: +1 (803) 576-3576

TITLE OF CONTACT PERSON: Asst. County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia

SOUTH CAROLINA

ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

**RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR**



Spring Park Rd. Improvement Request


Attachment 2

Legend


 Improvement request

 Parcels

Roads

 County Paved

 Private or Other

 County Unpaved

 SCDOT



37 of 5621 in = 374 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



Spring Park Dr. Sidewalk Project

7/18/2019

SIDEWALK

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1	LS	\$20,000.00	\$ 20,000.00
Traffic Control	1	LS	\$20,000.00	\$ 20,000.00
Clearing and Grubbing	1	LS	\$15,000.00	\$ 15,000.00
Construction Staking	1	LS	\$10,000.00	\$ 10,000.00
Perm. Constr. Signs (Ground Mounted)	1	LS	\$ 2,500.00	\$ 2,500.00
Utility Repair Allowance	1	LS	\$ 5,000.00	\$ 10,000.00
Tree Removal	26	EA	\$ 1,000.00	\$ 26,000.00
Unclassified Excavation	100	CY	\$ 40.00	\$ 4,000.00
Borrow Excavation	700	CY	\$ 40.00	\$ 28,000.00
Concrete Sidewalk 4" Uniform	3,908	SY	\$ 50.00	\$ 195,400.00
2' x 5' Detectable Warning	11	EA	\$ 300.00	\$ 3,300.00
New Pedestrian Curb Ramp	11	EA	\$ 2,000.00	\$ 22,000.00
8" White Thermo Crosswalk Markings	220	LF	\$ 5.00	\$ 1,100.00
Hydroseed	1.13	AC	\$10,000.00	\$ 11,300.00
TOTAL				\$ 368,600.00
30% Construction Contingency				\$ 110,580.00
Total Construction with Contingency				\$ 479,180.00
Engineering\Construction Management (20%)				\$ 95,836.00
TOTAL				\$ 575,016.00

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 2 and 7

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: The Richland County Public Works is requesting \$575,016.00 to construct a sidewalk along Spring Park Drive from Longreen Parkway to Hobart Road. The proposed sidewalk would allow for continuous pedestrian accommodations from the residential units along Spring Park Drive to both Longleaf Middle and Sandlapper Elementary School

INITIAL ESTIMATED COST OF PROJECT: \$575,016.00

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: Longreen Parkway

ENDING POINT: Hobart Road

TOTAL MILEAGE: 1.05 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works, Engineering Division

CONTACT PERSON: Mr. Stephen Staley, PE CONTACT PHONE: +1 (803) 576-2479

TITLE OF CONTACT PERSON: County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia SOUTH CAROLINA ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

RETURN TO: **S.C. DEPARTMENT OF TRANSPORTATION**
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR

Richland County Council Request for Action

Subject:

Approval to Award Governmental Affairs/Political Representation Contract

Notes:

February 25, 2020 – The committee recommended to approve the award for governmental affairs/political representation services to Turner, Padgett, Graham, and Laney, P.A.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Sierra Flynn, Assistant Manager, Procurement
Department: Finance
Date Prepared: January 08, 2020 Meeting Date: February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Administration & Finance

Subject: Award of Governmental Affairs/Political Representation Contract

Recommended Action:

Staff recommends approval of the award for governmental affairs/political representation services to Turner, Padgett, Graham, and Laney, P.A.

Motion Requested:

Move to approve staff's recommendation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Historically, \$60,000 is budgeted for these services.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Governmental Affairs/Political Representative services provide direct access to both state and federal legislative leadership and their staff for County Council and its designated staff to secure and enhance the County's legislative appropriations and policy objectives. The firms develop and implement state and federal legislative strategies in consultation and collaboration with the County designated staff and the Richland County Legislative and South Carolina Congressional Delegations, which increases the cognizance and understanding of the County's regional issues with South Carolina Legislature, the United States Congress, and the Administration.

Solicitation RC-216-Q-2020 was issued; there was one submittal. A panel was established comprised of county staff who evaluated the submittal. Award is being recommended to Turner, Padgett, Graham, and Laney, P.A.

Attachments:

1. RC-216-P-2020 Consolidated Evaluation Score Sheet

Consolidated Evaluations			
Evaluation Criteria RC-216-Q-2020 GOVERNMENTAL AFFAIRS/POLITICAL REPRESENTATIVE SERVICES	Maximum Points	Turner, Padgett, Graham & Laney, P.A.	
Organizational Capacity	25		
Evaluator 1		25	
Evaluator 2		20	
Evaluator 3		20	
	75	65	0
History of Success At The Federal Level	20		
Evaluator 1		15	
Evaluator 2		0	
Evaluator 3		5	
	60	20	0
History of Success in South Carolina	20		
Evaluator 1		20	
Evaluator 2		20	
Evaluator 3		20	
	60	60	0
Personnel Qualifications	20		
Evaluator 1		20	
Evaluator 2		20	
Evaluator 3		20	
	60	60	0
Quality of Work Samples	15		
Evaluator 1		15	
Evaluator 2		0	
Evaluator 3		15	
	45	30	0
GRANDTOTAL	300	235	0

Richland County Council Request for Action

Subject:

Approval to Purchase and Install Cooling Tower - Alvin S. Glenn Detention Center

Notes:

February 25, 2020 – The committee recommended to approve the award to purchase and install a new Cooling Tower to WB Guimarin.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Ronaldo Myers, Director

Department: Alvin S. Glenn Detention Center (ASGDC)

Date Prepared: January 22, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 31, 2020
Budget Review	James Hayes via email	Date:	January 31, 2020
Finance Review	Stacey Hamm via email	Date:	February 03, 2020
Other Review:	Jennifer Wladischkin, Manager, Procurement	Date:	February 04, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

Subject: ASGDC - Heating Ventilation Air Conditioning (HVAC) Cooling Tower Replacement

Recommended Action:

Staff recommends approval to award the purchase and installation of a new Cooling Tower to WB Guimarin.

Motion Requested:

1. Move to approve the purchase and installation of the new cooling tower; or,
2. Move to deny the purchase and installation of the new cooling tower.

Request for Council Reconsideration: Yes

Fiscal Impact:

This was a planned expenditure in the CIP for FY2020 and was budgeted in the amount of \$250,000.00.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The existing cooling tower has been in operation since the detention center opened at its Bluff Road location in 1994. The cooling tower has surpassed its lifecycle and has deteriorated to the point of water leakage and corrosion to the blades and safety rails. The cooling tower is unrepairable and unsafe; therefore, a replacement is required.

In December 2019, Procurement conducted solicitation #RC-297-B-2020 for the purchase and installation of a new cooling tower for the Alvin S. Glenn Detention Center.

Two contractors responded to the RFB. The lowest, most responsive responsible contractor was WB Guimarin.

Attachments:

1. Photographs of the existing cooling tower
2. Bid Tabulation sheet











01/23/2020



01/23/2020



01/23/2020



01/23/2020





01/23/2020

Submitted Bids				
Business	Opened at	Bid Total	Submitted at	Signed by
Comfort Systems USA Southeast	2020-01-16 20:00:40 UTC	\$266,867.00	2020-01-16 19:58:42 UTC	Brett Nelson
W B Guimarin	2020-01-16 20:00:25 UTC	\$241,800.00	2020-01-16 18:06:55 UTC	Larry Boehler

Richland County Council Request for Action

Subject:

Approval to Award Construction
Contract - Lakeside at Ballentine
Resurfacing

Notes:

February 25, 2020 – The committee recommended to approve the award of a construction contract with Palmetto Corps of Conway in the amount of \$292,752.20 for the resurfacing of certain roads in the Lakeside at Ballentine Subdivision.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Jennifer Wladischkin, Manager, Procurement

Department: Finance

Date Prepared: January 23, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 14, 2020
Finance Review	Stacey Hamm via email	Date:	February 12, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee: Administration & Finance

Subject: Contract Award, RC-220-B-2020, Lakeside at Ballentine Resurfacing

Recommended Action:

Staff recommends approval of the award of a construction contract with Palmetto Corps of Conway in the amount of \$292,752.20 for the resurfacing of certain roads in the Lakeside at Ballentine Subdivision.

Motion Requested:

Move to approve staff’s recommendation to award a construction contract to Palmetto Corps of Conway for the Asphalt Resurfacing repairs of roads at Lakeside at Ballentine.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The project will be funded by the County Transportation Committee (CTC) for paving project C PCN PO38118. There should be no fiscal impact to Richland County’s operating budget.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Certain roads within the residential subdivision known as Lakeside at Ballentine did not meet the threshold to qualify for resurfacing at the time of the initial Transportation-Penny Department review of road conditions. Thus, they were not included for consideration for resurfacing under that program. A number of citizens within this subdivision have requested assistance with their roads.

In response to these citizen requests, the Department of Public Works (DPW) Engineering staff inspected all the paved roads within the subdivision and determined resurfacing of selected road sections was warranted and created an engineer's cost estimate. The roads recommended for resurfacing are: Sienna Drive, Hawks Ridge Court, Cypress Spring Court, Sienna Court, Cabot Bay Drive, Morning Breeze Court, Shores Edge Drive, and Harbor Mist Drive.

The cost estimate was submitted and approved for funding by the Richland County Transportation Committee (CTC) at an estimated \$394,293.00. A Request for Bid was then advertised by Procurement Department Staff. A total of four bids were received. Palmetto Corp of Conway's bid of \$292,752.20 was the lowest responsive bid and was 25.7% below the Engineer's Estimate of \$394,293.00 for the project. A review of the low bid also shows a commitment of 3.1% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 3% for this project.

Attachments:

1. Bid tabulation and recommendation letter
2. Site map
3. CTC Project Award letter

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



January 10, 2020

To: Gary Barton, Engineer Associate II
CC: Erica Wade, Manager of OSBO
Stephen Staley, County Engineer
Re: RC-220-B-2020 Lakeside at Ballentine Resurfacing

Dear Mr. Barton

A bid opening was held at 2:00 PM on Thursday, January 9, 2020 at the Richland County Office of Procurement at 2020 Hampton Street for the Lakeside at Ballentine Resurfacing Project. Procurement & OSBO have reviewed the four (4) submitted bids for the project, which were submitted via Bid Express. During this review, OSBO found that the SLBE listed in Eurovia Atlantic Coast, LLC's bid was not a registered SLBE for Richland County. As a result, that bid is deemed non-responsive. The bids received were as follows.

BIDDER	SUBMITTED BID
Eurovia Atlantic Coast, LLC dba Blythe	\$278,434.10
Palmetto Corp of Conway	\$292,752.20
CR Jackson, Inc.	\$395,178.50
Tolleson Limited Company	\$688,030.89

Further review shows that Palmetto Corp of Conway is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Mandatory Pre-Bid Conference was held at 10:00 AM on December 18, 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 Corp of Conway's bid to be 25.7% below the Engineer's Estimate of \$394,293.50 for the project. A review of the low bid also shows a commitment of 3.1% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 3% for this project.

I recommend that a contract be awarded to the lowest, responsive, responsible bidder- Palmetto Corp of Conway.

Sincerely,

Jennifer Wladischkin, CPPM
Manager of Procurement

Submitted Bids

Business	Status	Bid Total	Submitted at	Signed by
Palmetto Corp of Conway, Inc	Responsive	\$292,752.20	2020-01-09 15:38:39 UTC	Shawn Godwin
C. R. Jackson, Inc.	Responsive	\$395,178.50	2020-01-08 20:37:14 UTC	Karen Jackson
Tolleson Limited Company	Responsive	\$688,030.89	2020-01-09 17:44:38 UTC	John Lewis
Eurovia Atlantic Coast LLC, dba Blythe	Non-Responsive	\$278,434.10	2020-01-08 22:19:46 UTC	James Owings

RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002

Project #: RC-220-B-2020	Project Name: Lakeside at Ballentine Resurfacing		Date: 12/18/19
			Time: 10:00am
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
C.B. Jackson, Inc	KAREN JACKSON	KJACKSON@CBJACKSON.COM	803.756.6070
CR Jackson, Inc	Forrest Whitfield	fwhitfield@CRJackson.com	803.341.1433
RC Public Work EGM	Gary Barton	barton.gary@richlandcountysc.gov	803-576-2423
PALMETTO CORP	Keith Andersen	KANDERSEN@PALMETTOCORP.COM	843-424-1626
PALMETTO CORP	RON VAN LAKE	rvanlake@palmetto corp. com	843-214-1108
Palmetto Sitework Services	Jack Lee	jlee@pswsllc.com	478-972-8377
Tolleson Limited	John Lewis	jlewis@tollesonltd.com	803-783-9001
tolleson limited	Domingo G. PEREZ	dperez@tollesonltd.com	786-200-2796
Tolleson Limited	Andy Tolleson	ATolleson@tollesonltd.com	803-783-9001
Tolleson Limited Blythe	Trent Barrack	trent.barrack@eurovia.us	803-543-7283
Cheryl Cook OSBO	Cheryl Cook	Cook.Cheryl@richlandcountysc.gov	576-1540
Margaret Jones OSBO	Margaret Jones	jones.margaret@richlandcountysc.gov	576-1540
OSBO	Erica Wade	wade.ericca@richlandcountysc.gov	576-1540
OSBO	Cordeija Horne	horne.cordeija@richlandcountysc.gov	576-1540
Richland County DPW	Stephan Staley	Staley.Steph@RichlandCountySC.gov	803-576-2479
Richland County Procurement	Kathy Coleman	coleman.kathy@rcsc.gov	803-576-2134
Richland County Govt	Jennifer Wladischkin	wladj@richlandcountysc.gov	576-2130

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

[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

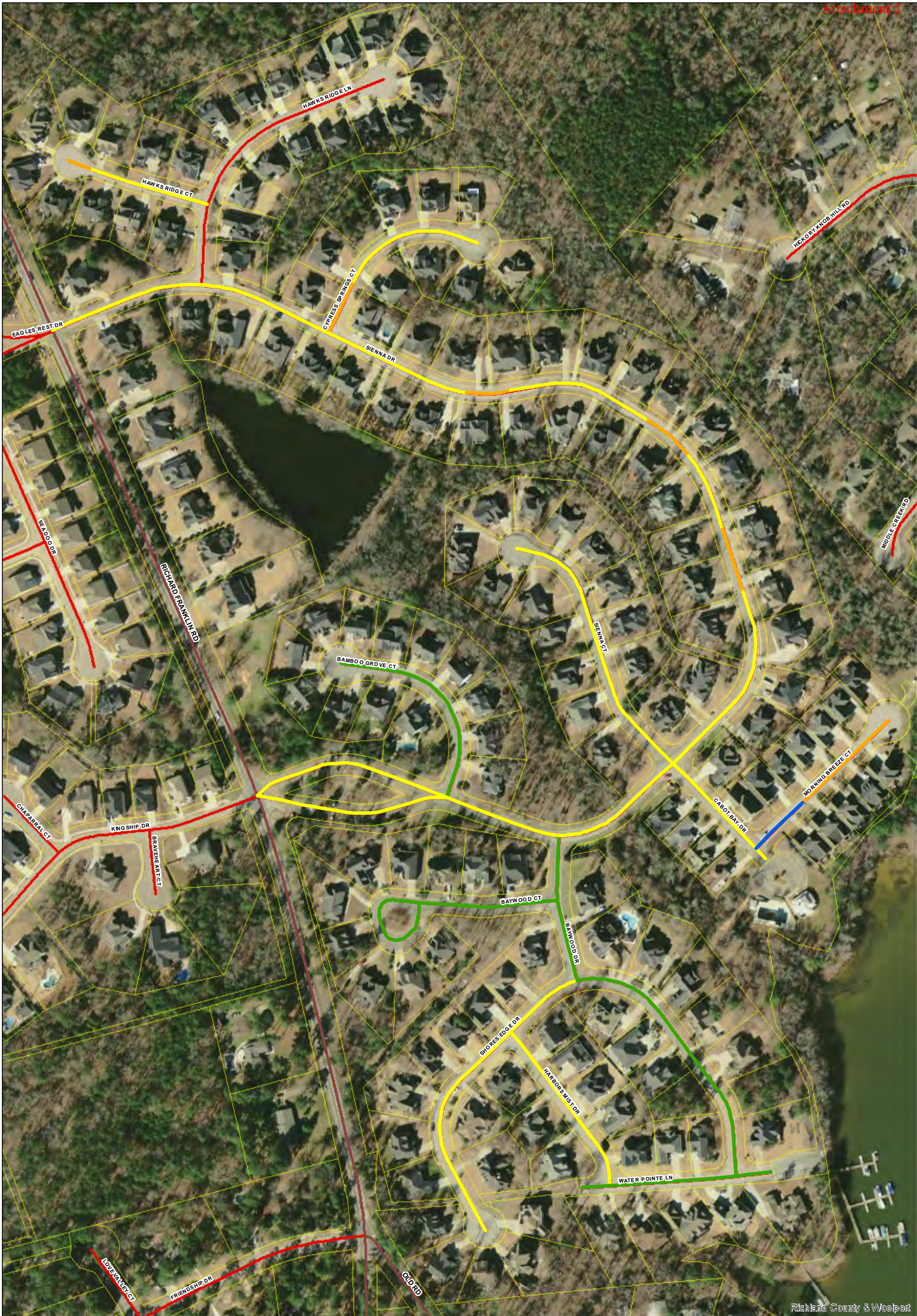
[Click here for Classification definitions and licensee's contract dollar limit](#)

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](#)



Richland County & Woolpert

- Legend**
- Excavate and Fill 8" Macadam Base Course
 - Full Depth 4" Type C HMA
 - No Repairs Needed
 - Mill and Fill 2" Type C HMA
 - Parcels

- Roads**
- County Paved
 - Private or Other
 - County Unpaved
 - SCDOT



65 of 562 1 in = 200 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203



July 3, 2019

Mr. Stephen Staley
County Engineer
Richland County
400 Powell Road
Columbia, South Carolina 29203

Dear Mr. Staley:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for an improvement project.

Per the CTC's approval, \$496,102.53.00 was allocated for local paving project **C PCN P038118**. This project is described as resurfacing Lakeside Subdivision (including) resurfacing Sienna Drive, Hawks Ridge Lane, Hawks Ridge Court, Cypress Spring Court, Sienna Court, Cabot Bay Drive, Morning Breeze Court, Shores Edge Drive and Harbor Mist Drive.

Please note that the Project Control Numbers (PCN) shown above will identify this project in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all

work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions, please contact me at 803-737-0038 or CTC@scdot.org.

Sincerely,

Ivana Gearheart
C Program Administration

Enclosures

Richland County Council Request for Action

Subject:

Approval to Award - Contract for Construction – Shakespeare Crossing Community Center

Notes:

February 25, 2020 – The committee recommended to approve a contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: January 13, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 14, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee Administration and Finance

Subject: Contract for Construction of Community Building at Shakespeare Crossing

Recommended Action:

Staff recommends approval of contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

Motion Requested:

Move to approve staff's recommendation for a contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

Reconsideration: X Yes

Fiscal Impact:

Funds are available in the Construction line (5322) for CDBG FY19 Grant.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Shakespeare Crossing Project, originally referred to as the Redevelopment of Columbia Mobile Home Park, began in FY2014 as separate catalyst projects identified as part of the Trenholm Acres/Newcastle Neighborhoods (TANN) Neighborhood Master Plan developed by Richland County's Neighborhood Improvement Program (NIP) and adopted by County Council on January 12, 2010. Those catalyst projects included demolition and acquisition of the Columbia Mobile Home Park. The goal of the Shakespeare Crossing Project is to 1) remove slum and blight consisting of 60 abandoned structures, including 23 mobile homes, 34 cinder block out buildings, and three other accessory buildings, located at 6319 Shakespeare Road on approximately 3.78 acres and 2) redevelop the property for a mixed income, affordable workforce housing community consisting of 24 multifamily rental housing units, a community center and private green space. The County selected Community Assistance Provider (CAP) as the developer for the Shakespeare Crossing Project to own and redevelop the property at projected total development cost of \$4,500,000 with a projected total investment of \$800,000 from the County. CAP was chosen due to 1) its status as a qualified County Community Housing and Development Organization (CHDO) with access to multiple funding sources, including State and Federal HOME funds, and 2) its ability to demonstrate the capacity to complete a large-scale capital project. A breakdown of the original projected development cost by funding source is below:

SC HOME	\$800,000
SC Housing Trust Fund	\$300,000
Federal Home Bank	\$250,000
Conventional Bank Loan	\$2,350,000
Richland County	\$800,000
Estimated Total Development Costs	\$4,500,000

Prior to demolition, the land and improvements were valued at \$85,000 in July 2012. The demolition of the 60 structures was completed in May 2014 by Carolina Wrecking at a cost of \$70,080 in Community Development Block Grant (CDBG) funds. CAP secured an option to purchase the land for \$38,584.30 and entered into an agreement with the County to use NIP funds as a loan for land acquisition. The land acquisition was completed in May 2016 at a total cost of \$50,584.30, inclusive of an environmental review. The environmental review identified the need to construct a blast barrier wall to shield the planned redevelopment from debris in the event of an explosion associated with surrounding industrial activities, which was completed in December 2017 with \$100,000 in CDBG funds. Construction of infrastructure, including underground utilities (sewer/water lines), stormwater management systems (curb and gutters), retention pond, asphalt, fencing, signage, and general landscaping was completed along with one of the six (6) intended planned quadraplexes or four (4) rental units in November 2019 with \$376,448 in CDBG funds and \$535,515 in SC HOME and SC Housing Trust Funds. To date, the total investment by the County through special revenue and Federal funds is \$597,112.30.

CAP plans to begin renting the first four (4) units by January 30, 2020 to pre-approved households that have already been identified and meet HUD income eligibility requirements. County Council recently approved the award of \$528,114 in HOME funds to CAP for construction of two additional quadraplexes in conjunction with conventional bank financing of \$458,500 and \$110,856 of CAP equity for a total cost of \$1,097,500. The HOME funds are designated by the County's FY18-19 and FY19-20 HOME Action

Plans, both of which were approved by HUD, for CHDO entities and their associated projects. Each quadrplex consists of four (4) units – two of which are two-bedroom, two-bath units of 950 square feet and the other two are three-bedroom, two-bath units of 1,175 square feet. In July 2019, County Council approved \$135,000 in CDBG funds for CAP to construct the community center in the FY19-20 CDBG Action Plan. As a result, the County anticipates a total final investment from all funding sources of \$1,260,226.30.

Attachments:

1. CDBG/HOME FY19-20 Annual Action Plan
2. Page 17 of July 9, 2019 Council Meeting Minutes showing approval of the CDBG/HOME FY19-20 Annual Action Plan
3. Proposed Contract with Community Assistance Provider with the following attachments:
 - A. Request for Funding for Community Center
 - B. Budget
 - C. Construction Center Timeline

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair Paul Livingston and Members of Council
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development

Legal Review	Elizabeth McLean via email	Date:	July 03, 2019
Budget Review	James Hayes via email	Date:	July 03, 2019
Finance Review	Stacey Hamm via email	Date:	July 03, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, Assoc. AIA, AICP	
Subject:	FY 2019-2020 Annual Action Plan Budget for CDBG and HOME		

Recommended Action:

Staff recommends approval of the FY 19-20 Annual Action Plan budget and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds.

Motion Requested:

Move to approve the FY 19-20 Annual Action Plan budgets and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds.

Reconsideration: Yes

Fiscal Impact:

Funds for the \$169,145 HOME Match has been approved in County Council Biennium Budget in the General Fund. The County has provided the required match amount since the HOME program began in 2002.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The FY19-20 Annual Action Plan budgets and projects for CDBG and HOME will be the basis of the Annual Action Plan (AAP) that will be sent to the U.S. Department of Housing and Urban Development (HUD) for approval. The AAP is used to identify housing and community development needs and to develop CDBG and HOME budgeting for the next annual period. The Richland County AAP will cover the fiscal period of October 1, 2019 – September 30, 2020.

The AAP 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 HUD by August 15, 2019.

A public meeting will be advertised and held on July 15, 2019. 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 19-20 Proposed Budgets for CDBG and HOME:

FY 19-20 CDBG BUDGET		\$1,519,657	
Shakespeare Crossing Community Center (Phase V)	\$135,000		
District 10 Atlas Road Park Construction (Phase II)	\$100,000		
Operation One Touch Minor Homeowner Rehabilitation	\$220,778		
Public Service Projects (Zoom Grants)	\$227,948		Cannot exceed 15%
Commercial Facade Improvement Broad River Road	\$362,000		
HOME Project Delivery	\$120,000		
Admin Costs	\$303,931		Cannot exceed 20%
TOTAL	\$1,469,657		
Excess	\$ 50,000		
FY 19-20 HOME		\$676,580	
HOME local Match required from County		\$169,145	25% required
HOME Program Income			
RCHAP	\$184,092		
CHDO	\$275,830		
Richland Rebuilds	\$250,000		
Administration	\$ 67,568		Cannot exceed 10%
TOTAL	\$777,490		
Excess	\$ 68,235		

Attachments:

n/a

- 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.

Special Called Meeting

July 9, 2019

17



**Professional Services Contract between Richland County and
The Community Assistance Provider (CAP)**

WHEREAS, **Richland County** (hereinafter referred to as the County) is participating in a program to provide Federal assistance under the Housing and Community Development Act of 1974 (hereafter referred to as CDBG); and;

WHEREAS, The Community Assistance Provider (CAP) (hereinafter referred to as Subrecipient) requested CDBG funds from the County as a housing developer for the Shakespeare Crossing affordable housing development project, to construct a community center that will serve the 24 unit rental complex expected to benefit up to 50 low to moderate income residents;

WHEREAS, Richland County Council approved the 2019-2020 annual CDBG and Home Investment Partnership budget July 9, 2019, which includes funding for this project.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follows:

Contract Goals: The **Subrecipient** agrees to complete the construction of a community building at Shakespeare Crossing, located at 6315 Shakespeare Road, Columbia, SC 29223. The building size will be 1300 SF and will contain designated spaces for a computer room, office, commercial bathroom, multi-purpose space and a breakroom containing minimal kitchen facilities. (Attachment A) submitted. This effort will happen in conjunction with the construction of eight residential units (5-12) to benefit low to moderate income persons. The funds provided for herein are subject to regulations found at 24 CFR 570.201(e).

1.1 Program Schedule/Contract Period:

1. This Professional Services Contract is made and entered into this _____ day of November 2019.
2. Termination of the Contract will occur automatically upon the expiration of the Contract period, which is _____, 2020; however, either party may terminate this Contract at any time by providing written notification of termination to the other party within fourteen (14) business days of the proposed date of termination.
3. The program schedule agreed to between the **Subrecipient** and the **County** is a timetable representing thresholds to be met. The project is expected to proceed according to the construction timeline provided by the **Subrecipient (Attachment C)**.
4. **Subrecipient** is required to submit monthly performance reports on program/project status and activities through project completion. The monthly report should be received by the County by 15th of each month.
5. CDBG awards may be terminated at any time prior to the award expiration date, due to documented absence of program/project productivity. The **County** will make this determination based upon evidence of insufficient project and/or financial progress, tardiness or non-existent drawdown requests, or other factors as deemed appropriate by the **County**.

1.2 Award: Upon execution of this contract, the **County** agrees to provide to **Subrecipient** Federal

Assistance under the Housing and Community Development Act 1074, known as Community Development Block Grant or CDBG Program, subject to the terms and conditions of this Contract, applicable Laws, regulations and all other Federal and **County** requirements now or hereafter in effect. This Contract is effective with respect to date noted herein. The budgeted amount approved by the **County** and allocated is **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)** for the scope of work described throughout this Contract and by executing this Contract, agrees to award said amount to **Subrecipient**. This Contract cannot exceed this allocated amount without County Council approval.

1.3 **Scope of Work/Conditions:**

Subrecipient, in accordance with the terms of this Contract, shall perform all professional services (obligations, duties, requirements, and responsibilities required for the successful completion of the community building for public use at Shakespeare Crossing and this Contract and attachments provide details of the design submitted by MUNGO Construction, Letter of Request and budget being attached hereto and incorporated herein by reference (**Attachment A, B, C**).

1. **Subrecipient** will perform the work necessary to affirmatively market completed residential units to attract persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability.
2. **Subrecipient** will construct building in accordance with the design plans submitted by Mungo Construction.
3. **Subrecipient** will provide monthly progress reports to the **County**, due on the 15th of each month to include if applicable, budget amendments and detailed construction reports, project, and time delays or potential problems. The monthly progress report will be an evolving document as the project moves forward.
4. The professional services and work tasks will be performed in the manner proposed in **Subrecipient's** Letter of request and Timeline of 210 days (Attachment C) that was received by the **County June 5, 2019**.

1.4 **Budget:** The project budget (**Attachment B**) and sections throughout this Contract show funding sources and uses of funds. The **Subrecipient** shall notify the **County** in writing of any budget revisions.

1.5 **Financial Commitments:** **Subrecipient** using CDBG funds in conjunction with other funding sources must submit executed commitments of all other financial sources to the **County** not later than 90 days from date of execution of this Contract.

1.6 **Prohibited Activities:** The **Subrecipient** is prohibited from using CDBG funds for the following uses:

1. General government expenses except as otherwise specifically authorized under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
2. Political activities, such as lobbying, campaigning, etc.
4. Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible.
5. Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with disabilities, parking, and other public facilities and improvements.
6. Costs charged to local governments for preparation of their audits.

Costs that are not included in the above list MUST be approved by the **County** in writing in advance.

1.7 **Release of Funds:** The **County** will conduct site visits and inspections before approval of all request for payment prior to the release of funds.

The following conditions must be met before requests for funds can be made or funds will be released:

1. Any changes or modifications to project or activities after executing this Contract must be in writing and approved by the **County**.
2. After the **County** receives all approved monthly reports.
3. **Subrecipient** must submit all supporting documentation with the request for payment in order To receive payment. Request for payment should occur every 60 days.

1.8 **Program Limitations:** Program participation is limited to individuals who are determined to be very Low or low to moderate income.

2.1-2.10 Other Federal Requirements

2.1 **General Requirements:** The **Subrecipient** agrees to conform to all federal and state regulatory requirements covered in the following sections 2.1 – 2.10, as well as all other applicable state and federal laws or regulations, whether cited herein or not. The Federal and **County** requirements include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

The award and Contract is made available in conformity with the non-discrimination and equal opportunity requirements set forth in 24 CFR Part 511.10(m), as follows:

1. The requirements of Executive Order 11063, and with Title VI of the Civil Rights Act of 1964, 42 USC2000d as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR1980 Comp., p. 307). The Act prohibits discrimination against individuals on basis of race, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 USC 6101-07, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 USC 794.
3. The nondiscrimination requirements at Section 282 of the Act are applicable.

Nondiscrimination and equal opportunity: *The Fair Housing Act* (42 U.S.C. 3601– 19) and implementing regulations at 24 CFR part 100 *et seq.*; The Act prohibits the discrimination in the sale or rental of housing, the financing of housing or the provisions of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

Title II of the Americans with Disabilities Act of 1990: Requires that State and local governments (1) may not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability; (2) must eliminate unnecessary eligibility standards or rules that deny individuals with disabilities an equal opportunity to enjoy their services, programs or activities unless "necessary" for the provisions of the service, program or activity; (3) are required to make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities, unless a fundamental alteration in the program would result; (4) must furnish auxiliary aids and services when necessary to ensure effective communication, unless an undue burden or fundamental alteration would result; (5) may provide special benefits, beyond those required by the regulation, to individuals with disabilities; (6) may not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters; (7) shall operate their programs so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities.

Architectural Barriers Act of 1968: The ABA requires access to facilities designed, built, altered, or leased with federal funds. CDBG **Subrecipient** is responsible for ensuring compliance with Uniform

Federal Accessibility Standards (UFAS) and compliance with Americans with Disability Act (ADA) when designing, constructing, altering or leasing facilities.

2.2 Workers Compensation

The **Subrecipient** shall carry Worker's Compensation Insurance coverage in accordance with South Carolina Law for all its employees involved in the performance of this Contract. The **Subrecipient** is required to provide documentation of Worker's Compensation Insurance to the **County**.

2.3 Insurance and Bonding

Subrecipient shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, **Subrecipient**, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and **Richland County**, and must have a Best Rating of A-, VII or higher. The **County** shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on **Subrecipient**.

A. Commercial General Liability Insurance

Subrecipient shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage and personal injury. The policy shall include the following:

1. It shall have contractual liability.
2. It shall have a waiver of subrogation in favor of a) Richland County, its officials, employees, agents, leased, and temporary employees and volunteers and b) any other Subcontractor and sub-subcontractors.
3. Richland County, its officials, employees, agents, temporary and leased employees and volunteers shall be endorsed as additional insured's with no special limitations on their additional insured coverage.
4. It shall provide that this policy is primary over any other County insurance or self- insurance.
5. It shall have severability of interest.

B. Professional Liability Insurance

Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.

C. Business Auto Coverage:

Subrecipient shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned, and hired vehicles with a combined single minimum limit of \$1,000,000 per occurrence. Physical damage is at the option of RCFE. The policy shall also include the following:

1. contractual liability insurance
2. a waiver of subrogation against the **County**, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.

D. Workers Compensation and Employers Liability Insurance:

Subrecipient shall maintain worker's compensation and employer's liability insurance in accordance with the laws of the State of South Carolina. "Other States" coverage is not sufficient. Employer's Liability limits shall not be less than \$500,000 each accident / \$500,000 each disease / \$500,000 policy limit. The policy shall contain a waiver of subrogation in favor of Richland County, its officials, employees, agents, temporary, and leased workers and volunteers.

E. Builder's Risk

Subrecipient shall maintain a builder's "all risk" or equivalent policy in the amount of the initial contract price, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.

F. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Subrecipient shall provide the **County** thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change.

G. Certificates of Insurance

Subrecipient shall furnish the **County** at the below address with certified copies of certificates of insurance within five (5) calendar days of date of the notice to proceed. Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder. Certificates shall state the insurance applies to work performed by or behalf of **Subrecipient**. Certificates shall state any retention and identify insurers.

H. Subcontractors

Subrecipient must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of **Subrecipient** or its subcontractors to maintain insurance coverage shall not relieve **Subrecipient** of its contractual obligation or responsibility hereunder.

2.4 Disclosure Requirements

The **County** prohibits **Subrecipient** of Federal funds, whether grants, contracts, or cooperative agreements, from using these funds to lobby to obtain, extend, or modify a Federal award. The regulation is intended to prevent the use of Federal funds for lobbying, and to monitor the lobbying expenditures of Federal funds Participants. Even though the **Subrecipient** of a Federal award is legally the institution, individuals who are employed by the institution are also specifically included in the regulation. The regulation also requires that **Subrecipient** of Federal funds who use non-Federal funds for lobbying purposes report those activities to the awarding agency.

Subrecipient may not use federal funds to influence or attempt to influence any member of the Executive or Legislative branches of government (including any agency employee) for the purpose of securing a grant, contract, or cooperative agreement or an extension, renewal or modification of the foregoing. Charging travel expenses to a Federal award or drawing salary from a Federal award while attempting to influence the awarding of Federal funds for a specific program is defined as lobbying, and is prohibited. **Subrecipient** may neither make such expenditures nor hire paid lobbyists to do so on their behalf.

2.5 Debarred, Suspended, or Ineligible Contractors and Participants; The prohibitions at 2 CFR Part 24 on the use of debarred, suspended, or ineligible contractors and participants, state that, CDBG funded projects may not employ any contractors or subcontractors that have been debarred or suspended from participating in federally funded programs. CDBG **Subrecipient** is responsible for determining

whether they are entering into a covered transaction with an excluded or disqualified person. A listing of debarred contractors can be found on the System for Award Management (SAM) website at <https://www.sam.gov/sam/>. All procured contractors and subcontractors awarded contracts in excess of \$100,000 and all non-procured transactions in excess of \$25,000 must submit the "Debarment Certification Form" certifying that they are not included on the Excluded Parties Listing System and are eligible to participate in federally assisted projects. This extends the coverage of the HUD non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c).

2.6 Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 24 CFR Part 21.

Subrecipient is required to provide a drug-free workplace by taking the following steps. **Subrecipient** and its third party contractors failing to meet these requirements will be subject to penalties:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

2.7 Environmental Review: 24 CFR 92.352

The Subrecipient agrees that the environmental review for this activity will be carried out and assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58. 3. A HUD written approval for release of funds is required PRIOR to release of these contract funds.

No project funds will be advanced, and no costs can be incurred, until an environmental review has been completed for each proposed project site and/or activity as required under 24 CFR Part 58. The **Subrecipient** will submit a Site-Specific Environmental to the **County** (Attachment C), where required by the **County**. The **Subrecipient** will adhere to the conditions of the Environmental Review and provide to the **County** additional documentation of mitigation actions and/or details of project modification if so required.

2.8 Federal Labor Standards: 24 CFR 570.603.

The **Subrecipient** agrees to confirm to all the labor requirements regarding laborers and contracts.

2.9 Prevailing Wage Rates (Construction) Contract Provisions: All contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair including painting and decorating of a public building or public work, or building or work financed in whole or part by federal funds are subject to and must include the labor standards provisions of 29 CFR Part 5.5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

Davis-Bacon and Related Acts: **Subrecipient** with eight (8) or more CDBG-assisted units under one (1) contract agree to conform to the Davis-Bacon and Related Acts. Davis-Bacon and the related labor acts ensure that mechanics and laborers employed under federally-assisted contracts are paid wages and benefits equal to those that prevail in the locality in which the work is performed. This Act also provides for the withholding of funds when the **Subrecipient** is not in compliance. Apprentices enrolled in bona fide apprenticeship programs are exempt from wage requirements.

The **Subrecipient** agrees to submit any and all Davis-Bacon reports (Certified Payrolls, Employee Interviews Forms, etc.) required by HUD or the **County** on the dates mentioned in this Contract or upon request. The **Subrecipient** also agrees to submit any information requested regarding Department of Labor Standards regulations pertaining to the labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs). The **Subrecipient** agrees that it will conform to the requirements that include but are not limited to the following:

- a. Prevailing Wage Rate Contract(s) must contain the wage provisions, which includes construction and non-construction cost, or housing.
- b. **Subrecipient** will submit payrolls will be submitted weekly to the **County**.
- c. **Subrecipient** will submit payroll compliance statements will be provided with official signature that is original.
- d. **Subrecipient** will identify first and final payroll for the project.
- e. **Subrecipient** will provide payroll(s) to include the following: contractor/subcontractor name, business address, project name and number, week ending date, day and date for each day in the workweek, employee name (employee address and SSN the first time employee shows up on a payroll only), employee work classification, rate of pay, straight/overtime hours worked per day, per week on THIS project, gross wages, deductions from wages, and net pay.
- f. **County** will conduct periodic employee interviews, as deemed appropriate.

Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333): This Act provides that mechanics and laborers employed on federally assisted projects are paid time and one-half for work in excess of forty hours per week, and provides for the payment of liquidated damages when violations of these provisions occur. The Act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 U.S.C. 276c): The Copeland Anti-Kickback Act governs allowable deductions from paychecks. Copeland makes it a criminal offense to coerce anyone employed on a federally assisted project to relinquish compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Section 110 of the Housing and Community Development Act of 1974: as amended by

Section 955 of the Cranston-Gonzalez National Affordable Housing Act which exempts from the wage rate requirements, individuals that perform services for which the individual volunteered; does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services; and is not otherwise employed at any time in the construction work.

Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.): The Fair Labor Standards Act establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half for the entire time that an employee is required or permitted to work. It also establishes labor standards for children.

Equal Employment Opportunity, Executive Order 11246, implemented in 41 CFR Part 60: Executive Order 11246 prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provisions to effectuate this prohibition must be included in all contracts for capital projects exceeding \$100,000. Implementing regulations may be found in 41 CFR Part 60.

1. The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by this HUD- assisted project and to the greatest extent feasible, the **Subrecipient** will provide employment and training opportunities to low and very low income individuals or Section 3 Business.

2.10 Religious Activities

1. The **Subrecipient** agrees, as directly funded under the CDBG program, not to engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the assistance funded under the CDBG program.
2. The **Subrecipient** also agrees that religious activities such as worship, religious instruction, or proselytization will be offered separately, in time and location and is a voluntary decision of the beneficiary to participate. These separate religious activities cannot be funded by the CDBG program.
3. Religious organizations, in providing CDBG assistance, will not discriminate against program beneficiaries based on religious character, belief or affiliation.
4. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

3.1 – 3.6 Accountability, Financial Management, Recordkeeping

3.1 Accounting Standards

The **Subrecipient** agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal financial controls, and maintain necessary source documentation for all costs incurred.

3.2 Cost Principles

The **Subrecipient** shall administer its program in conformance with OMB Circulars A-122, Cost Principles for Non-Profit Organization as applicable. These principles shall be applied for all costs incurred whether

charged on a direct or indirect basis.

3.3 General Audit Requirements: Audits will be conducted in accordance with 24 CFR 84.26 and 85.26. CDBG **Subrecipient** that expends \$500,000 or more in total federal financial assistance in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all federal funds received by the entity, and not just the amount in CDBG dollars. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a Federal agency, passed through a state or local government, passed through a non-profit organization, or any combination thereof.

If a **Subrecipient** expends less than \$500,000 per year in federal financial assistance, it is exempt from federal audit requirements. However, the **Subrecipient** must still have records available for review by the **County**.

If a **Subrecipient** has expended more than \$500,000 in a year under *only one federal program*, the **Subrecipient** may elect to have a program-specific audit conducted in lieu of a single audit. (*A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.*) If the **Subrecipient** elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B— Audits - Program-specific audits.

3.4 Recordkeeping Requirements of Section 24 CFR 570.490:

General: Each **Subrecipient** will establish and maintain sufficient records to enable the **County** to determine whether the **Subrecipient** has met project requirements. The **Subrecipient** must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality. HUD and the Comptroller General of the United States, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the **Subrecipient**, in order to make audits, examinations, excerpts, and transcripts. **Subrecipient** agrees to create and/or maintain all of the records outlined in this section.

At a minimum, the following records are needed:

1. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.
2. Records must be kept for each beneficiary assisted that demonstrates their eligibility, proof of class attendance and completion of the program, and proof of supportive services provided. Financial Records 24

Financial Records CFR 570.489:

1. Records identifying the source and application of program income, repayments and recaptured funds.
2. Records demonstrating adequate budget control, including evidence of periodic account reconciliations.

Program Administration Records:

1. Records demonstrating compliance with the written agreements required by 24 CFR 570.503.
2. Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 570.502.
2. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

Records Concerning Other Federal Requirements:

1. Equal Opportunity and Fair Housing Records:
 - a) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.
 - b) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implement Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u). c) Documentation of the actions the **Subrecipient** has taken to affirmatively further fair housing.
2. Affirmative Marketing and Section 3 and MBE/WBE Records:
 - a) Records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 570.601.
 - b) Documentation and data on the steps taken to implement the **Subrecipient** outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid, with CDBG funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
3. Records demonstrating compliance with the environmental review requirements of 24 CFR 570.604 and 24 CFR Part 58, including flood insurance requirements.
4. Records demonstrating compliance with the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, and R of the title: LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.
5. Records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 570.611.
6. Debarment and suspension certifications required by 24 CFR 570.609.

Period of Record Retention:

All records pertaining to each fiscal year must be retained for the most recent five year period, except as provided below.

1. Written agreements must be retained for five years after the agreement terminates.
2. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3.5 Performance Reports:

The **Subrecipient** agrees to submit the performance reports listed according to the prescribed Program Schedule provided in this Contract as found in Addendum A.

3.6 Repayment of Funds:

The **Subrecipient** agrees to the repayment of CDBG funds if funds are invested in a project which is terminated before completion (either voluntarily or involuntarily), or invested in a housing project which

fails to comply with the affordability requirements. The **Subrecipient** also agrees to repay any CDBG funds invested by the **County**, in the event the project fails to comply with the income limit requirements. The **County** reserves the right, with appropriate written documentation, to make this determination.

4.0 Performance Reviews

General. The **County** will review the performance of each **Subrecipient** in carrying out its responsibilities under this Contract whenever determined necessary by **County**. In conducting performance reviews, the County will rely primarily on information obtained from the **Subrecipient** and, as appropriate, the **Subrecipient's** records and reports, findings from on-site monitoring, audit reports, and information generated from the IDIS system established by HUD. Where applicable, the **County** may also consider relevant information pertaining to a **Subrecipient's** performance gained from other sources, including citizen comments, complaint determinations, audits and litigation. Reviews to determine compliance with specific requirements of this written agreement will be conducted as necessary, with or without prior notice to the **Subrecipient**. Comprehensive performance reviews under this section will be conducted after notice to the **Subrecipient**.

4.0(a) Performance Review:

1. If the **County** determines that a **Subrecipient** has not met a requirement of this section, the **Subrecipient** will be given notice of this determination and an opportunity to demonstrate, within the time prescribed by the **County** (not to exceed 30 days) and on the basis of substantial facts and data, that it has done so.
2. If the **Subrecipient** fails to demonstrate to the **County's** satisfaction that it has met the requirement, the **County** will take corrective or remedial action in accordance with this section.

Corrective and Remedial Actions: Corrective or remedial actions for a performance deficiency or breach of the requirements of this Contract will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its reoccurrence. The **County** may instruct the **Subrecipient** to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency or breach, including:

1. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
2. Establishing and follow a management plan that assigns responsibilities for carrying out the remedial actions;
3. Canceling or revising activities likely to be affected by the performance deficiency, there by de-obligating the CDBG funds for the activities;
4. Repay to the **County** of any amount not used in accordance with this Contract;
5. Suspending the **Subrecipient** from participating in CDBG and other **County** programs for a specific period of time.

4.0(b) Program Suspension/Debarment:

Any of the following actions may result in suspension from participating in funding from any of The **County** administered programs for the time specified, but in any case up to a period of one (1) year:

1. Failure to complete a project/development by the completion deadline specified in the Contract And implementation schedule, will disqualify the applicant for a period of one (1) year.

2. Failure to complete or comply with the environmental review requirements as specified by 24 CFR Parts 50 and 58, as amended, will result in the disqualification of the applicant for the period of one (1) year.
3. Providing false or inaccurate certification that a development meets certain standards when, in fact, it does not, will result in the disqualification of the developer and the architect. The **County** will also file a complaint against the architect with the S.C. Department of Labor, Licensing and Regulation.

4.0 (c) Permanent debarment:

1. Any **Subrecipient** who provides false or misleading information to the **County** with regard to a project seeking CDBG funds will be permanently debarred from further participation in the **County's** programs, in any capacity whatsoever, regardless of when such false or misleading information is discovered. Any award allocation obtained on the basis of such false or misleading information shall be void. Each **Subrecipient** shall be given written notice by the Program Director stating the reason for which the sanction of debarment was imposed.
2. Any **Subrecipient** that provides a partnership formation and/or developer agreement, whether written or otherwise, that attempts to circumvent **County** requirements, will be permanently debarred from further participation in the **County** programs, in any capacity whatsoever, regardless of when the violation is discovered.

The County, in its sole discretion, may determine other acts to be infractions of the program that require suspension or debarment.

Funding Sanctions: Following notice and opportunity for consultation, the **County** may withhold, reduce or terminate the assistance where any corrective or remedial actions taken under 24 CFR 570.492 fail to remedy the **Subrecipient's** performance deficiencies, and the deficiencies are sufficiently substantial, in the judgment of **County**, to warrant sanctions.

5.0 Reversion of Assets

Upon expiration of the Contract, the **Subrecipient** must transfer to the **County** any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

- 5.0(a) Incorporation of The Code of Federal Regulations: The **Subrecipient** agrees to comply with all requirements as set forth in the Code of Federal Regulations:

24 CFR Part 870-Community Development Block Grants and
24 CFR Part 58- Environmental Review Procedures (as amended)

This agreement contains specific requirements from the Code of Federal Regulations. However, the failure to include certain other requirements should not be construed as an omission of these requirements. In instances where the County's requirements are more restrictive than the Code of Federal Regulations, the County requirements shall take precedence over the Federal regulations.

6.0 Amendment and Enforcement of the Contract

Process for Amending the Contract: CDBG activities and projects may undergo changes during project implementation which may necessitate changes in scope, schedule or budget. In those cases, the **Subrecipient** will prescribe to the following process for changes to the Contract:

1. The **Subrecipient** shall provide a written request to include the appropriate documentation (i.e. sections of this contract) and identifiers regarding the project.

2. Requests will be reviewed by **County** staff for approval. In certain cases, the scope of the budget or cost change may merit additional underwriting or reviews for cost principle analysis as they relate to HUD's definition of cost reasonableness.
3. If the request is approved, a written amendment will be provided to the **Subrecipient** to be executed to reflect the approved changes to the original executed **Contract**.

Termination of the Contract: In the event that any of the provisions of this Contract are not met or the Subrecipient materially fails to comply with any term of the Contract, the following provisions and remedies for breach will be followed:

1. The **Subrecipient** may be suspended or debarred from participation in CDBG and other **County** programs.
2. The **Subrecipient** may be required to repay the CDBG funds and any other **County** funds invested in the project. The **County**, based upon various factors and documentation, will evaluate and make said determinations at such time, as deemed appropriate.

7.0 Hold Harmless

The **Subrecipient** shall hold harmless, defend and indemnify the **County** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Contract.

8.0 Environmental and Conditions

The **Subrecipient** agrees to comply with all environmental conditions insofar as they apply to the performance of this agreement and under NEPA or National Environmental Protection Agency. These include but not limited to: Clean Air Act, 42 U.S.C; Flood Disaster Protection Act of 1973; Lead Based Paint at 24 CFR 570.608 and 24 CFR Par 35; Subpart B; and Historic Preservation Act of 1966.

9.0 Severability

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of the Contract shall nevertheless be in full force and effect.

10.0 Section Headings and Subheadings

The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

11.0 Waiver

The **County's** failure to act with respect to a breach by the **Subrecipient** does not constitute a waiver of its rights to act with respect to subsequent or similar breaches. The failure of the **County** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12.0 Entire Contract

This Contract constitutes the entire agreement between the **County** and the **Subrecipient** for the award and use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **County** and the **Subrecipient** with respect to this Contract.

Leonardo Brown
Assistant County Administrator

Date

Signature of Authorized Official
Community Assistance Provider

Date

Print Name and Title of Authorized Official

Richland County Attorney

ATTACHMENT A

PROJECT: SHAKESPEARE CROSSING

DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

REQUEST FOR FUNDING FOR COMMUNITY CENTER

COMMUNITY ASSISTANCE PROVIDER.

2800 North Main Street, Columbia, SC 29201

Mailing Address

Post Office Box 2623, Columbia, SC 29202

Telephone / Fax

(803) 771-0050 / (803) 771-0505

June 5, 2019

Jocelyn Jennings
Richland County Community Development
2020 Hampton Street
Suite 3063
Columbia, SC 29204

Dear Ms. Jennings.

Thank you for your continued support of the Shakespeare Crossing Project. We are beginning to seek funding for our community room and a second building. We are requesting funding in amount of \$135,000.00 for the community room at Shakespeare Crossing.

Shakespeare Crossing is part of the master plan area for Trenholm Acres/New Castle Neighborhood Master Plan. We have been able to redevelop 3.78 acres of a blighted mobile home park to a 24 unit affordable housing complex with a community room. The units are energy efficient with energy star appliances, telephone and internet hookups, 15 SEER rated central HVAC, energy efficient double pane insulated windows and low flow water faucets.

Please find attached a copy of a development budget, proforma and plans for the community room and second building to be built. We anticipate once we receive funding, it will take approximately 120 days to complete construction.

We look forward to your positive response.

Respectfully,

Jamie L. Devine
President/CEO

Serving Calhoun, Chester, Clarendon, Fairfield, Georgetown, Kershaw, Lancaster,
Lee, Lexington, Newberry, Orangeburg, Saluda, Sumter, Richland and Williamsburg Counties



4/10/2019

Mr. Jamie Devine
Community Assistance Provider
2800 Main St.
Columbia, SC 29201

Re: Shakespeare Crossing Community Building Proposal

Dear Mr. Devine

Mungo Construction is pleased to provide pricing for the community building in Shakespeare Crossing. Our pricing is per plan and specifications on the bid plans as follows:

Cover page dated 1/16/18
Page A1 dated 1/16/18
Page A2 dated 1/16/18
Page A3 dated 1/16/18
Page A4 dated 1/15/18
Page A5 dated 1/15/18
Page A6 dated 12/03/17
Page A7 dated 12/03/17

Our proposal is limited to the exterior walls of the building, building perimeter grading/landscape/mulch and irrigation. We also include pricing for the approach walkway for the building to the public sidewalk. Retaining walls, public walkways, curbing and asphalt is outside our pricing scope. Without a landscape plan we gave a \$6,000 allowance for trees, bushes, sod and mulch dot a distance of 30ft around building.

Permits/Fees/Insurances	\$2,375.00
Surveying	\$300.00
Grade/Excavate/Trash Removal	\$3,338.00
Foundation w/ Overdig	\$14,900.00
Framing/Windows/Doors	\$20,062.00
Storefront door	\$4,321.00
Roofing	\$3,594.00
Fiber Cement Siding/Gutters/Leaf guard	\$9,720.00
MEP's	\$20,664.00
Insulation	\$1,919.00
Masonry	\$3,900.00
Drywall	\$6,212.00
Paint	\$5,705.00
Trim Carpentry	\$1,938.00
Mirrors and Accessories	\$833.00
Cabinets/Tops	\$1,639.00
Flooring	\$4,890.00
Appliances	\$1,722.00
Landscape Allowance- Trees/Sod/Irrigation	\$6,000.00
Concrete walkway allowance	\$500.00
Cleaning and Punch Out	\$903.00
Contingencies 2%	\$2,181.00
Total	\$117,616.00
6% Overhead	\$7,056.96
2% General Conditions	\$2,352.32
6% Builder Profits	\$7,056.96
TOTAL PROPOSAL	\$134,082.24

Should you have any questions regarding the proposal, please don't hesitate to call us.

Sincerely,



 Mungo Construction LLC

4/10/19

 Date





SHAKESPEARE CROSSING
COMMUNITY BUILDING

DRAWING INDEX

COV -COVER SHEET
 C1 -SITE PLAN
 A1 -FLOOR PLAN AND ELEVATIONS
 A2 -LIGHTING PLAN AND ELEVATIONS
 A3 -ROOF PLAN AND FRAMING PLAN

A4 -FOUNDATION PLAN, TOILET PLAN AND DETAILS
 A5 -HVAC PLAN AND WALL SECTION
 A6 -PLUMBING PLAN, SECTION, DETAILS AND SCHEDULES
 A7 -PLUMBING WATER AND WASTE PLANS

DESIGN



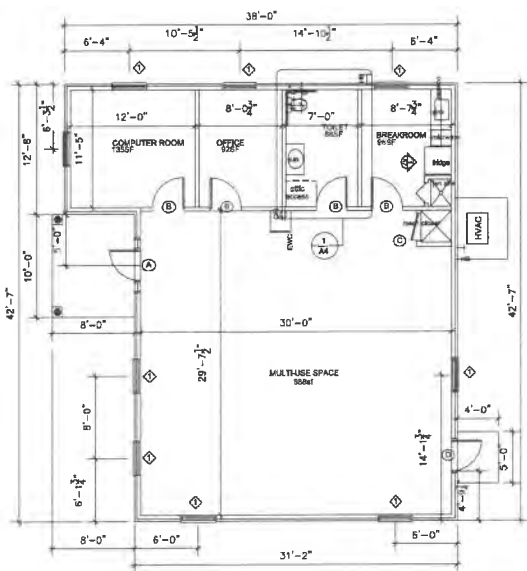
Robert J. ...
 ARCHITECT
 SOUTH CAROLINA

RDS DESIGN
 ARCHITECTURE
 100 W. ...
 COLUMBIA, SOUTH CAROLINA 29203
 803-447-4777
 803-447-4777

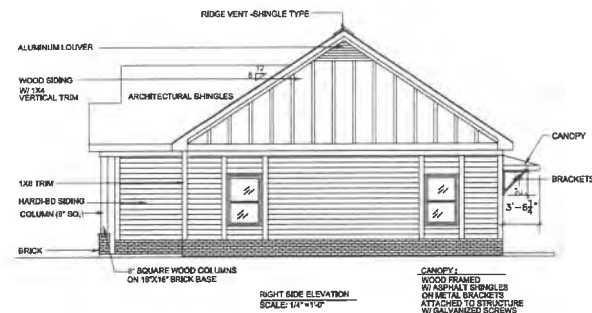
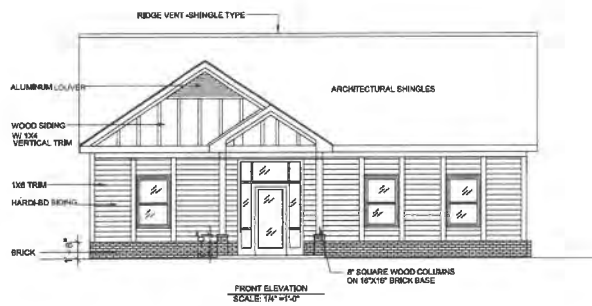
COMMUNITY BUILDING -
 SHAKESPEARE CROSSING
 SHAKESPEARE ROAD
 COLUMBIA, SOUTH CAROLINA
 COVER SHEET

DATE: 1/18/18

COV



COMMUNITY BUILDING
FLOOR PLAN
SCALE: 1/4" = 1'-0"



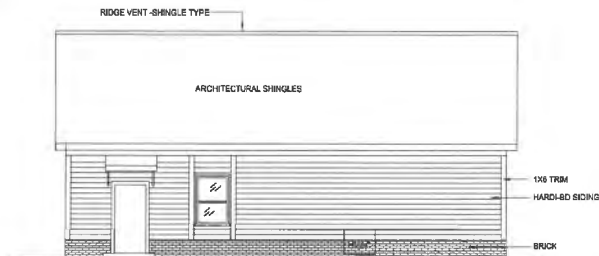
DESIGN

RDS DESIGN
 ARCHITECTURE
 1000 W. WASHINGTON ST.
 COLUMBIA, SOUTH CAROLINA 29203
 803-744-4800
 RDSDESIGN.COM

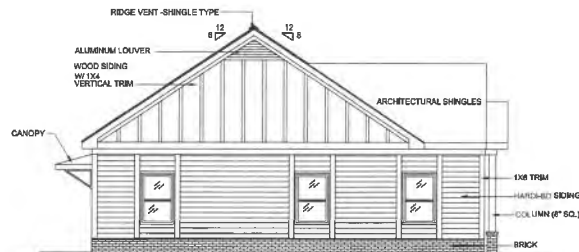
COMMUNITY BUILDING -
 SHAKESTREE CROSSING
 SHAKESTREE ROAD
 COLUMBIA, SOUTH CAROLINA
 FLOOR PLAN AND ELEVATIONS

JOHN W. S. JAMES
 ARCH. 1/16/21

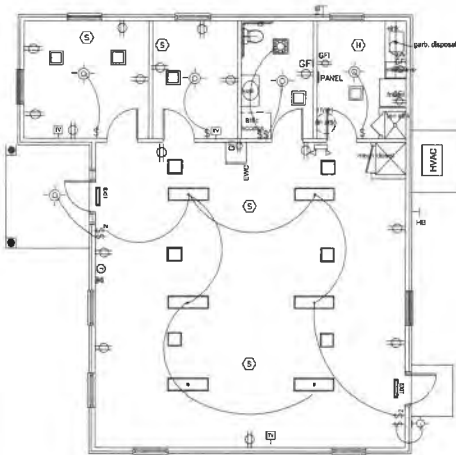
A1



REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



COMMUNITY BUILDING
LIGHTING PLAN
SCALE: 1/4" = 1'-0"

LEGEND OF SYMBOLS

	FLUORESCENT FIXTURE SURFACE MOUNTED
	RECESSED CAN LIGHT FIXTURE
	SURFACE WIRED LIGHT FIXTURE (OWNER TO SELECT)
	LIGHT FIXTURE - WALL HUNG
	EXIT LIGHT W/ BATTERY BACK-UP & EMERGENCY LIGHTS
	EMERGENCY LIGHT W/ BATTERY
	TELEPHONE OUTLET (VERIFY LOCATIONS W/ OWNER)
	GROUND FAULT PROTECTED OUTLET
	DUPLEX OUTLET 110-VOLT OUTLET
	SMOKE DETECTOR
	2 POLE SWITCH
	2 POLE 2 WAY SWITCH
	THERMOSTAT (VERIFY LOCATIONS)
	EXHAUST FAN
	TELEVISION CABLE OUTLET (VERIFY LOCATIONS W/ OWNER)

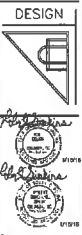
ELECTRICAL CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS & MAKE ANY NECESSARY ADJUSTMENTS.

ALL WORK SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE & ANY OTHER APPLICABLE REGULATIONS OR CODES, AT THE SITE.

ALL SMOKE DETECTORS TO BE HARD-WIRED TO CIRCUIT WITH BATTERY BACKUP.
CONTRACTOR TO LOCATE PHONE, CABLE, ETC. AS PER OWNER'S SPECIFICATIONS.

CODE ANALYSIS:

INTERNATIONAL BUILDING CODE 2015
NFPA 72 EDITION 2009 IEC 2007 AS-REQ. 2014 NEC
BUILDING CLASSIFICATION: GROUP A2 - ASSEMBLY
CONSTRUCTION TYPE: TYPE 2B - UNSPRINKLERED
AREA ALLOWED: 6,000 SF ACTUAL AREA: 1,320 SF
HEIGHT ALLOWED: 1 STORES - ACTUAL 1 STORY
OCCUPANT CONTENT:
COMPUTER ROOM - 125/15 = 8
MULTI-USE SPACE - 658/15 = 43
OFFICE/TOILET/BREAKROOM - 278/100 = 3
OCCUPANT CONTENT TOTAL = 72
EGRESS WIDTH PER OCCUPANT = .02/PER = 64" REQUIRED (2 EXITS)
72" PROVIDED
NUMBER OF EXITS REQUIRED = 2, NUMBER PROVIDED = 2
GENERAL NOTES:
NO SPRINKLER REQUIRED.
FIRE ALARM SYSTEM - NOT REQUIRED
SMOKE DETECTORS ARE REQUIRED IN OCCUPIED SPACES
EXIT LIGHT WITH BATTERY BACK-UP - REQUIRED
EMERGENCY LIGHT WITH BATTERY BACK-UP - REQUIRED
ALL EGRESS DOORS SHALL HAVE PANIC HARDWARE PER 1003.3.1.0.
ALL DOORS SHALL MEET H/C REQUIREMENTS - ADA LEVEL SET HARDWARE.
PARKING SPACES - EXISTING PROVIDED MEETS LOCAL, CITY & OR COUNTY CODES:
1. PLUMBING SERVICE TO BUILDING IS NEW - MEET CURRENT PLUMBING CODE
2. PROVIDE FIRE EXTINGUISHERS PER REQUIREMENTS OF FIRE MARSHALL
3. NEW ELECTRICAL, MECHANICAL - MEET CURRENT ELECTRICAL/MECHANICAL CODE
4. CONTRACTOR TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE CONSTRUCTION.
CHAPTER 10 - IBC 2015 CODE
ALL WORK IN BATHROOM SHALL COMPLY WITH SECTION 604, A.117.1-2009 ACCESSIBILITY CODE

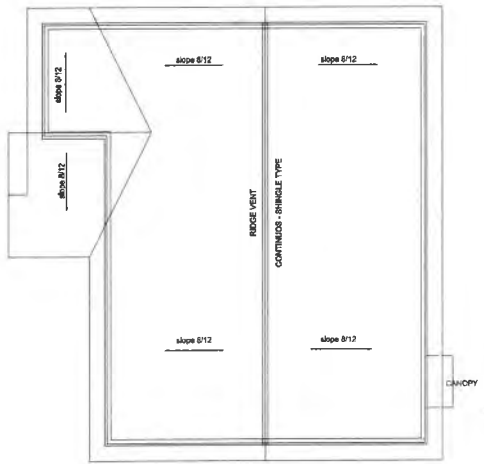


RDS DESIGN
ARCHITECTURE
101 W. MAIN ST. #101
COLUMBIA, SOUTH CAROLINA 29202
803-442-4874
RDS@RDSDESIGN.COM

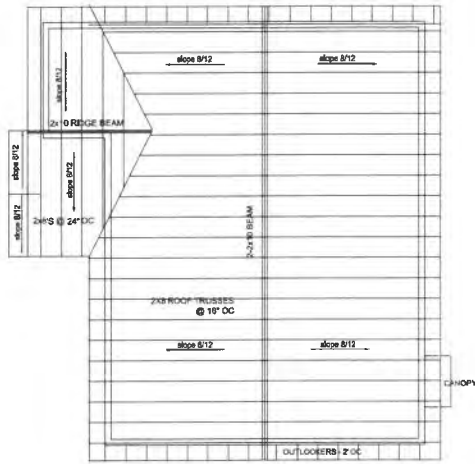
COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
LIGHTING PLAN AND ELEVATIONS

John D. S. Smith
JDS-LIC-10018

A2



COMMUNITY BUILDING
ROOF PLAN
SCALE: 1/4" = 1'-0"



COMMUNITY BUILDING
ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF STEEL FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 1: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF STEEL FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 2: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF STEEL FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 3: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

- ROOF FRAMING NOTES:**
- ALL JOISTS TO BE VENTED THROUGH FACE OF RIGID WALL UNLESS OTHERWISE NOTED.
 - ALL ROOF BEAMS, RAFTERS & GABLE RAFTERS ARE TO BE CUT FROM 7" x 10" MIN. S.P.F.
 - ALL RAFTERS AND BEAMS TO BE CUT FROM 7" x 8" MIN. S.P.F.
 - ALL JOIST JOINTS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AT ALL TIMES.
 - ALL ROOF/WALL INTERSECTIONS & VALLEYS TO BE THOROUGHLY FLASHED W/ 24" x 24" x 1/2" MIN. BENTONITE.
- ROOF DRAINAGE NOTES:**
- ALL ROOF RIDGES TO BE VENTED WITH EXTERIOR DOWNPIPE.
 - PROVIDE ALL FLASHING NECESSARY FOR WATERPROOFING.

- CROSS SECTION NOTES:**
- ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND IRC 2015 CODE.
 - ALL RAFTERS SHOWN ARE TO BE CUT FROM SEE PLAN, NO. 2, S.P.F. OR GREATER.
 - CONTRACTOR TO PROVIDE ALL NAIL BRACKETS NECESSARY TO MEET ALL APPLICABLE CODES AT ALL TIMES.
 - ALL ROOF/WALL INTERSECTIONS & VALLEYS TO BE THOROUGHLY FLASHED W/ 24" x 24" x 1/2" MIN. BENTONITE.
 - ALL CEILING JOINTS TO MEET IRC 2015 CODE, NO. 2, ALL CEILING JOINTS ARE TO BE VENTED THROUGH FACE OF RIGID WALL UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO PROVIDE 2x4 BLOCKING BETWEEN ALL CEILING JOINTS.
 - ALL BEAM SIZES TO BE VENTED BY CONTRACTOR FOR SPAN DEFLECTION.
 - ALL SITE BUILT BEAMS TO HAVE 3/4" PLYWOOD BETWEEN EACH 2x4, GLUED AND Nailed.
 - CONTRACTOR TO VERIFY ALL MEMBER SIZES AND SPACING TO MEET ALL LOCAL AND NATIONAL CODES APPLICABLE @ ALL TIMES.

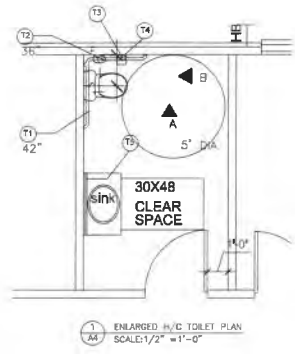
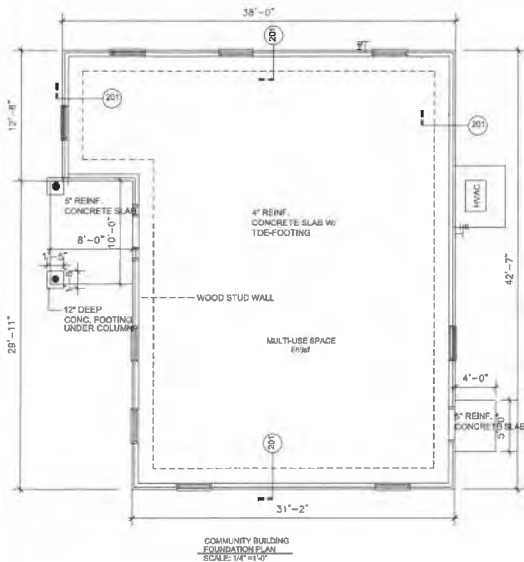


RDS DESIGN
ARCHITECT
181 ANNEBOY CT.
COLUMBIA, SOUTH CAROLINA 29233
803.732.8881
RDSDESIGN.COM

COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
ROOF PLAN AND FRAMING PLAN

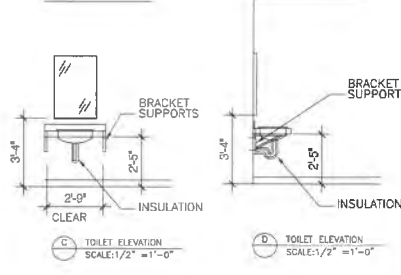
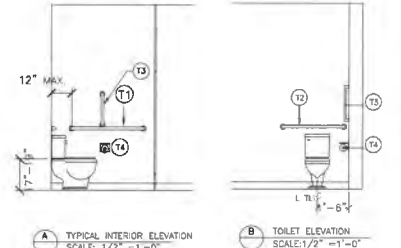
J. RDS, P.E., A. RDS, P.E.
RDS, INC.

A3

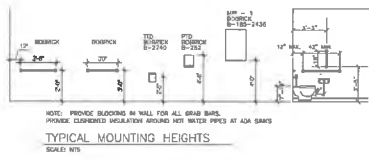
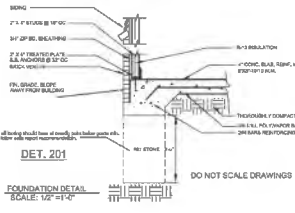


TOILET ACCESSORY SCHEDULE

T1	-- 42" GRAB BAR (BOBRICK - S-5606 x 42)
T2	-- 36" GRAB BAR (BOBRICK - S-6606 x 36)
T3	-- 18" VERTICAL GRAB BAR (BOBRICK)
T4	-- SINGLE ROLL TOILET TISSUE DISPENSER (BOBRICK - 9)
T5	-- CHANNEL FRAMED MIRROR-TILED ADA (24 x 36)



- GENERAL FOUNDATION NOTES:**
- FOUNDATION SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 - CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS WITH FOUNDATION PLAN AND MAKE NECESSARY ADJUSTMENTS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE AT SITE.
 - ALL FOUNDATION DETAILS ARE TYPICAL. SOME VARIATIONS MAY OCCUR. CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS AT SITE.
 - CONTRACTOR TO PROPERLY SLOPE PORCHES AWAY FROM RESIDENCE FOR PROPER DRAINAGE.
 - ALL CONCRETE TO BE 4" (2500 psi MIN.) SLABS REINFORCED W/ #4 @ 18" O.C.
 - FILL WITH COMPACTED FILL (90% PROCTOR).
- FOUNDATION DESIGN NOTES:**
- CONTRACTOR SHALL INSTALL FOUNDATIONS AND PREP SOIL AS PER RECOMMENDATIONS IN KSL PRECONSTRUCTION DRAWING ANALYSIS DATED JULY 23, 2016, PAGE 5, 6 AND 7, AND SOIL REPORT BY GSP Engineering (Geotechnical) DATED FEB. 23, 2016.



DESIGN

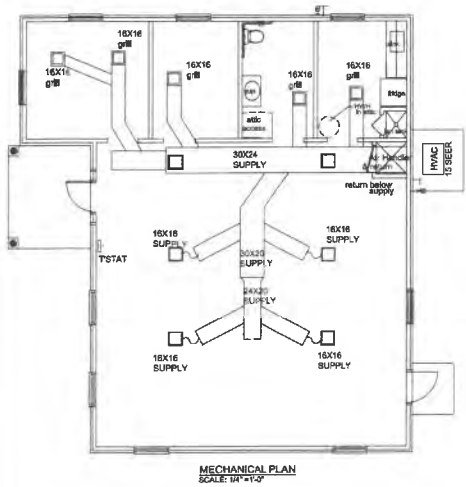
RDS DESIGN ARCHITECTURE
851 BRADDOCK CT. COLUMBIA, SC 29223
803-544-1497
RDSDESIGNARCH.COM

COMMUNITY BUILDING - SHAKESPEARE CROSSING
COLUMBIA, SOUTH CAROLINA

FOUNDATION PLAN, TOILET PLAN AND DETAILS

APPROVED BY: S. BRIDGES
DATE: 1/13/18

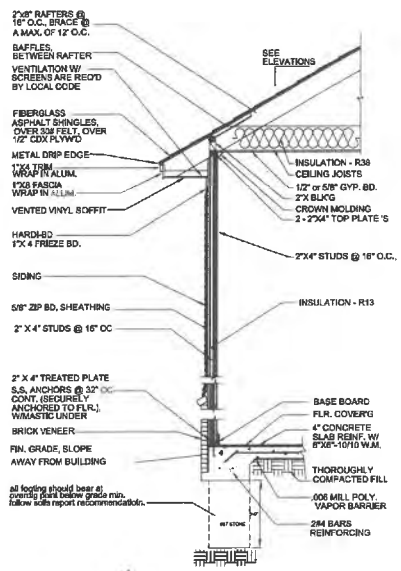
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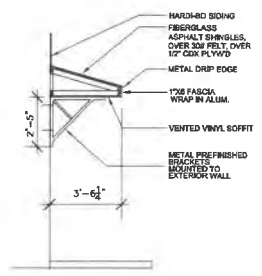
MECHANICAL PLAN
SCALE: 1/4" = 1'-0"

HVAC Fixture Schedule	
M1	Mech Unit
	VARIABLE SPEED HEAT PUMP SPLIT AIR CONDITIONING SYSTEM ELECTRIC - 2.5 TON
	Mfg: Goodman, Trane, Bryant or York model: 15 SEER MIN., Energy Star

3/4" aluminum main trunk line, 1/2" branch line than 12" branch line.
All mechanical work shall meet 2015 IBC.



TYPICAL WALL SECTION
SCALE: 1/2" = 1'-0"



TYPICAL DETAIL
SCALE: 1/2" = 1'-0"

DESIGN




RDS DESIGN
ARCHITECTURE
1000 W. SOUTH COLUMBIA, SUITE 202
COLUMBIA, SOUTH CAROLINA 29223
803-732-4407
RDS@RDSDESIGN.COM

COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
HVAC PLAN AND WALL SECTION

DATE: 02.14.2016
REV: 1/1/16

A5

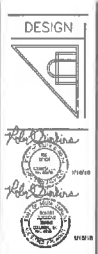
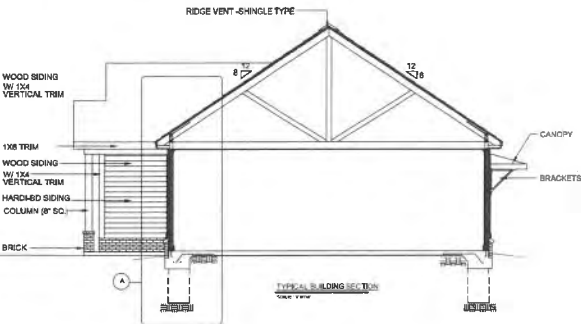
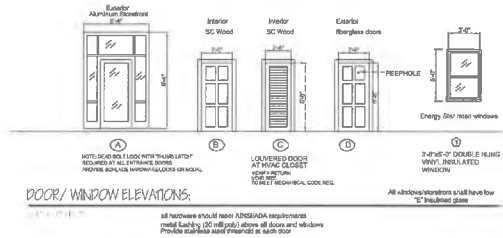


Plumbing Fixture Schedule				CW	HW	W	V
P1	ADA Toilet	Kohler Comfort height elongated highline complete 1.1 GPF white	1/2"	-	4"	2"	
P2	ADA Sink	Oval - Kohler 21" model k-3879, Wellworth class 5 flushing system-ADA comfort height	1/2"	1/2"	2"	1 1/2"	
P3	ADA Faucet	Della 601 - single lever handle traditional chrome - ADA					
P4	Kitchen Sink	Kohler- Cadence 33X22X8- 6'10" top mounted	1/2"	1/2"	2"	1 1/2"	
P5	Kitchen faucet	Moore- Chateau low arc chrome - 2 handle low Arc - ADA					
P6	Garbage disp.	BADGER 1/2 hp - provide power and all connections					
P7	HWH	Korotron - Energy Miser electric - 30 Gal Energy Star High efficiency unit, ENERGY STAR (U.S.) PROGRAM, see notes	3/4"	3/4"	2"		
P8	JAN. SINK	ACORN- MOP SINK 24X24X12- TGF2424 OR EQUAL	1/2"	1/2"	2"	2"	
APPLIANCE SCHEDULE							
A1	REFRIGERATOR	GE-ENERGY STAR 24.7 CU. FT. SIDE BY SIDE - STAINLESS STEEL W/ICE MAKER					CW-KOEMAKER
A2	MICROWAVE	GE-ENERGY STAR - 1200 WATT MICROWAVE- UNDER CABINET					
A3	Water Cooler	ADA H/O WATER COOLER-ELKWAY-RCGRF8R OR EQUAL					

The each sink vent and toilet vent into a 4" PVC vent thru roof. Flash and roof boots for all roof penetrations. The each sink and toilet has new 4" secondary lines for each unit. Tie-in to main sewer line. Contractor shall provide all required fittings, piping, and insulation of all offsets and/or changes in elevation. Contractor shall field verify all inverts in existing utilities prior to start of construction. Contractor shall place the HWH on a drain pan that meets latest International Plumbing codes. Contractor shall plumb the hot water recirculator TSP valve to outside of building for disposal point of discharge. Contractor will plumb drain pan under HWH and tie-in to sanitary sewer system for drainage.

FINISH SCHEDULE							
ROOM/NAME	FLOOR	WALL FINISH	CEILING		UPPER	COUNTER TOP	COMMENTS
			FINISH	HEIGHT			
FRONT PORCH	CONCRETE	-	Brk/Slab	same as ceiling	8'-0"	-	-
MEET-USE SPACE	CONCRETE	4"X 6" W/SL	Paint	Paint	8'-0"	5 1/2" CROWN	-
COMPUTER ROOM	CONCRETE	4"X 6" W/SL	Paint	Paint	8'-0"	5 1/2" CROWN	-
OFFICE	CONCRETE	4"X 6" W/SL	Paint	Paint	8'-0"	5 1/2" CROWN	-
TOILET	BRICK	4"X 6" W/SL	Paint	Paint	8'-0"	5 1/2" CROWN	LAMINATE
BROODROOM	LAMINATE	4"X 6" W/SL	Paint	Paint	8'-0"	5 1/2" CROWN	LAMINATE

OWNER TO SELECT TILE, PAINT AND COUNTERTOP FROM SAMPLES. OWNER TO SELECT PAINT COLOR - BETWEEN WALLS OF ROOM.



RDS DESIGN ARCHITECTURE
 431 WINDYBLOT CT. COLUMBIA, SC 29203
 803-744-4877
 rdsdesign.com

COMMUNITY BUILDING -
 SHAKESPEARE CROSSING
 SHAKESPEARE ROAD
 COLUMBIA, SOUTH CAROLINA

PLUMBING PLAN, DETAILS AND SCHEDULES
 SHEET NO. 16/24/27

ATTACHMENT B

PROJECT: SHAKESPEARE CROSSING

DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

BUDGET

Sources and Uses and Development Budget -- Rental Projects

All input fields are indicated by shading

Project Name: Shakespeare 2

Date (mm/dd/yy): 03/17/19

Member Institution:

Application #: 2

Development Cost Per Unit: \$35,563

Total Units: 4

221d3 per unit limit: #DIV/0!

Tax Credit Sales Price, if Applicable: \$0.00 expressed as cents per dollar (\$.75)

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Financing Fees:		Direct Subsidy				HOME		
Construction Interest						DBG			\$0
Origination Fee									\$0
Fees									\$0
Other:									\$0
Subtotal, financing fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Hard Costs:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Acquisition	\$0			\$0					\$0
Construction	\$135,000	\$0		\$0	\$0	\$135,000	\$0		\$0
Hard Cost Contingency 3.70%	\$5,000		\$5,000			\$0			\$0
Other:	\$0		\$0		\$0	\$0			\$0
Subtotal, hard Costs	\$140,000	\$0	\$5,000	\$0	\$0	\$135,000	\$0	\$0	\$0

Soft Costs:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Architect	\$0					\$0			\$0
Appraisal	\$0					\$0			\$0
Environmental									\$0
Engineering	\$0					\$0			\$0
Permits									\$0
Insurance	\$0					\$0			\$0
Inspection Fee									\$0
Inspections	\$0					\$0			\$0
Loan Closing									\$0
Survey									\$0
Risk/Liability Insurance									\$0
Legal	\$0					\$0			\$0
Construction Management									\$0
Permanent Loan Fee									\$0
Title/Escrow Fees	\$0					\$0			\$0
Relocation expenses									\$0
*Furnishings AHP cannot be used									\$0
Replacement Reserve									\$0
*Operating Reserve AHP cannot be used	\$1,000		\$1,000						\$0
Debt Service Reserves									\$0
Tax Credit Fees									\$0
Accounting - Cost Cert.									\$0
Consultant: AHP									\$0
Consultant									\$0
Rent up - Marketing	\$0								\$0
Soft Cost Contingency 0.00%								\$0	\$0
Other: 1st Yr Taxes	\$1,250		\$1,250						\$0
Subtotal, Soft Cost	\$2,250	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0

Other:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Developer Fee 0.00%	\$0		\$0	\$0	\$0	\$0			\$0
Syndication Costs - Legal									\$0
Syndication Costs - Accounting									\$0
Syndication Costs - Consultant									\$0
Other:									\$0
Subtotal other Costs:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals Sources & Uses	\$142,250	\$0	\$7,250	\$0	\$0	\$135,000	\$0	\$0	\$0

Loan, grant, or equity?(enter L, G or E)

Soft or hard debt?(enter S or H)

Term of financing (yrs)?

Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)

Initial rate?

Fees

Other charges

Annual debt service (year 1)? (calc for hard debt only)

Transfer this total to Pro-Forma

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

G	G	L	L	
H	H	H	H	
20	0		5	
20	0	30	20	
0.00%	0.00%	0.00%	5.00%	
\$0	\$0	\$0	\$0	\$0

Sources and Uses and Development Budget -- Rental Projects

All input fields are indicated by shading

Project Name: Shakespeare 2
 Member Institution:
 Application #: 2

Date (mm/dd/yy): 03/17/19

Development Cost Per Unit: \$35,563
 221d3 per unit limit: #DIV/0!

Total Units: 4
 Tax Credit Sales Price, if Applicable: \$0.00 expressed as cents per dollar (\$.75)

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Financing Fees:		Direct Subsidy				HOME			
Construction Interest									\$0
Origination Fee									\$0
Fees									\$0
Other:									\$0
Subtotal, financing fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hard Costs:									
Acquisition	\$0			\$0					\$0
Construction	\$135,000	\$0		\$0	\$0	\$135,000	\$0		\$0
Hard Cost Contingency 3.70%	\$5,000		\$5,000			\$0			\$0
Other:	\$0		\$0		\$0	\$0			\$0
Subtotal, hard Costs	\$140,000	\$0	\$5,000	\$0	\$0	\$135,000	\$0	\$0	\$0
Soft Costs:									
Architect	\$0					\$0			\$0
Appraisal	\$0					\$0			\$0
Environmental									\$0
Engineering	\$0					\$0			\$0
Permits									\$0
Insurance	\$0					\$0			\$0
Inspection Fee									\$0
Inspections	\$0					\$0			\$0
Loan Closing									\$0
Survey									\$0
Risk/Liability Insurance									\$0
Legal	\$0					\$0			\$0
Construction Management									\$0
Permanent Loan Fee									\$0
Title/Escrow Fees	\$0					\$0			\$0
Relocation expenses									\$0
*Furnishings AHP cannot be used									\$0
Replacement Reserve									\$0
*Operating Reserve AHP cannot be used	\$1,000		\$1,000						\$0
Debt Service Reserves									\$0
Tax Credit Fees									\$0
Accounting - Cost Cert.									\$0
Consultant: AHP									\$0
Consultant									\$0
Rent up - Marketing	\$0								\$0
Soft Cost Contingency 0.00%								\$0	\$0
Other:									
1st Yr Taxes	\$1,250		\$1,250						\$0
Subtotal, Soft Cost	\$2,250	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0
Other:									
Developer Fee 0.00%	\$0		\$0	\$0	\$0	\$0			\$0
Syndication Costs - Legal									\$0
Syndication Costs - Accounting									\$0
Syndication Costs - Consultant									\$0
Other:									\$0
Subtotal other Costs:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals Sources & Uses	\$142,250	\$0	\$7,250	\$0	\$0	\$135,000	\$0	\$0	\$0
Loan, grant, or equity?(enter L, G or E)				G	G	L	L		
Soft or hard debt?(enter S or H)				H	H	H	H		
Term of financing (yrs)?				20	0			5	Transfer this total to Pro-Forma
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)				20	0	30	20		
Initial rate?				0.00%	0.00%	0.00%	5.00%		
Fees									
Other charges									
Annual debt service (year 1)? (calc for hard debt only)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

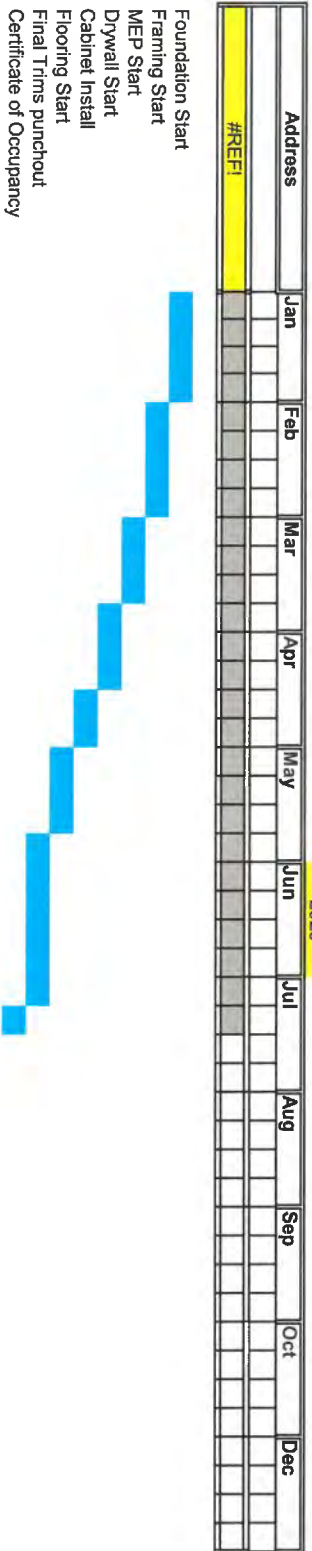
ATTACHMENT C

PROJECT: SHAKESPEARE CROSSING

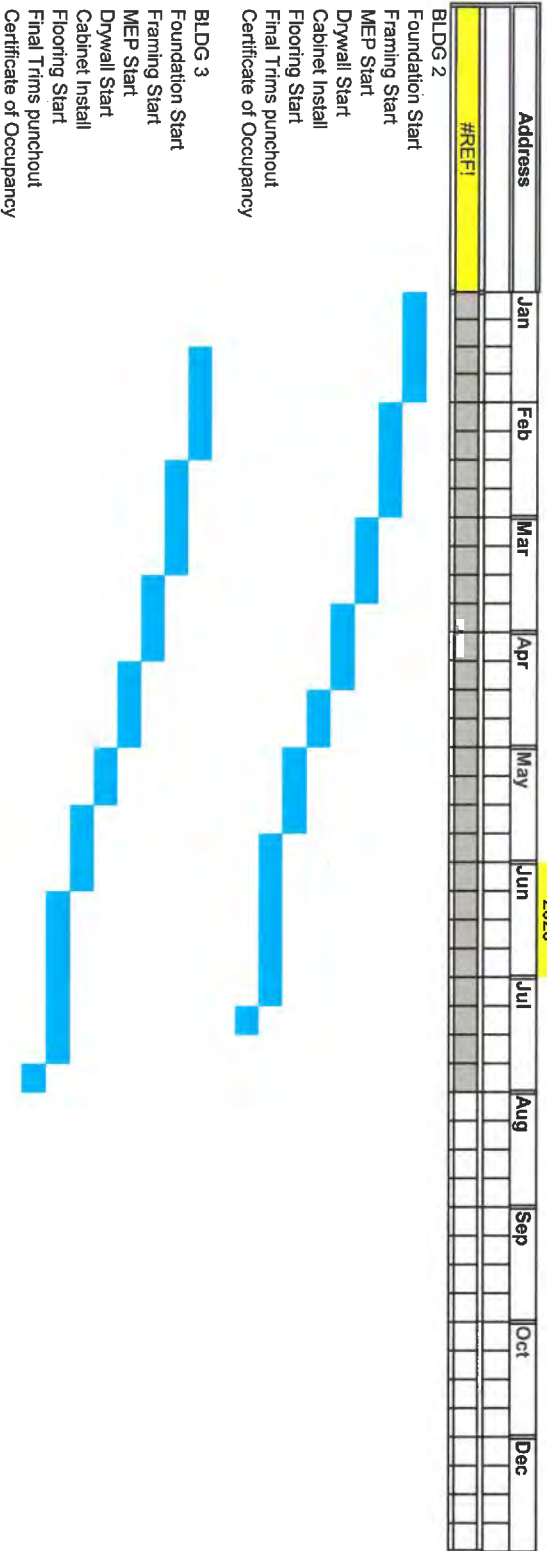
DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

CONSTRUCTION CENTER TIMELINE

Mungo Construction LLC
 Shakespeare Crossing
PROJECTED
 Community Room



Mungo Construction LLC
 Shakespeare Crossing
PROJECTED
 Quad Buildings



Richland County Council Request for Action

Subject:

Approval to Award – Southeast Sewer and Water Project Division 3&4

Notes:

February 5, 2020 – The committee recommended to approve the award of a construction contract for Divisions 3 and 4 of the SE Sewer and Water Project to TCO Construction, Inc. and Stutts & Williams, LLC respectively contingent on the appropriation of bond funds.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Jennifer Wladischkin, Manager, Procurement Division

Department: Finance

Date Prepared: January 10, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 16, 2020
Budget Review	James Hayes via email	Date:	
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	SE Sewer and Water Project award of Division 3 & 4		

Recommended Action:

Staff recommends approval of the award of a construction contract for Divisions 3 and 4 of the SE Sewer and Water Project to TCO Construction, Inc. and Stutts & Williams, LLC respectively contingent on the appropriation of bond funds.

Motion Requested:

Move to approve staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding will be provided through Utilities System Revenue Bonds not to exceed \$35,000,000. The County Council approved the revenue bond on December 3, 2019. The proposed sale date is February 5, 2020, with closing expected on February 20, 2020.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

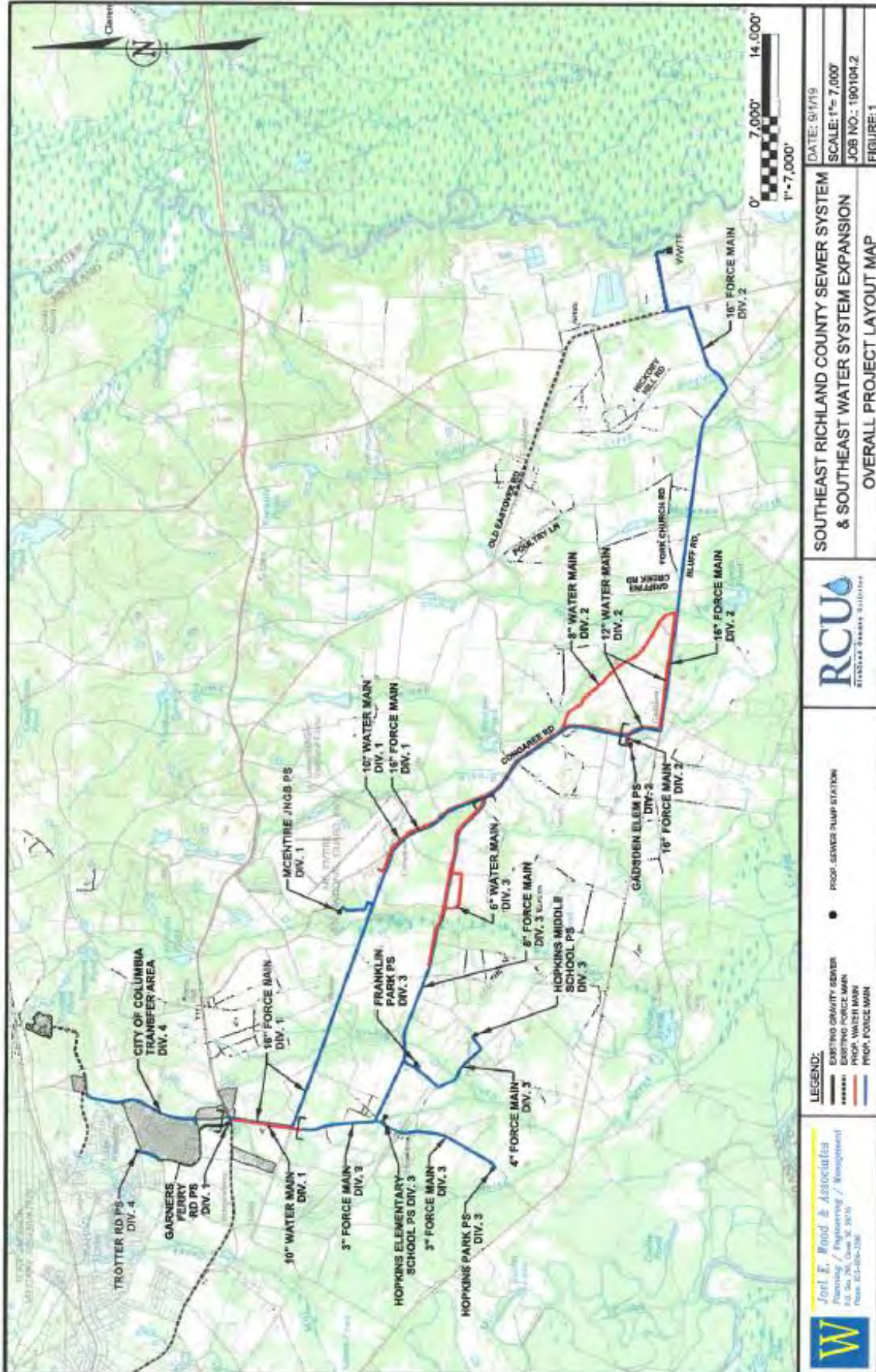
This project is necessary to provide access to public sewer service to existing residences, small businesses, government offices, and churches in the southeast area of Richland County that do not currently have access to a public sewer system. In addition, the project will provide access to public sewer service of up to five (5) existing private wastewater treatment facilities to connect to the system and eliminate their current discharges. Consequently, to re-direct existing wastewater flows from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) that currently flow to the City of Columbia into the County system per the Intergovernmental Agreement signed on September 23, 2019.

Procurement issued a solicitation for bids for construction on October 11, 2019. A mandatory pre-bid was held on October 22, 2019 at the Decker Center which was attended by over 30 prime contractors and subcontractors. The bid was divided into four divisions, to be awarded individually. Seven contractors submitted bids which were opened on November 13, 2019. There were three (3) bids for Division I, four (4) bids for Division II, one (1) bid for Division III, and one (1) bid for Division IV. Divisions 1 & 2 only were presented to Council for approval at its Special Called meeting on December 17, 2019.

The estimate for the construction of Division 3 and 4 was significantly greater than the engineering estimates. Therefore, staff reissued a request for bids for the two divisions on November 27, 2019. Division 3 bids were let on January 3, 2020. There were five submittals, and TCO Construction Inc. was the lowest, responsive, responsible bidder with a bid of \$5,822,022.04. Division 4 bids were let on January 6, 2020. There were five submittals with Stutts & Williams LLC being the lowest, responsive & responsible bidder with a bid of \$2,393,964.00. Attached is the breakdown of the bid tabulation by division. The bids received from the two companies are lower than the engineering cost estimate.

Attachments:

1. SE Sewer & Water Map
2. Bid Tabulation by Division
3. Engineer's Recommendation



Submitted Bids				
Business	Opened at	Status	Bid Total	Signed by
Complete Utilities, LLC	2020-01-03 19:03:50 UTC	Responsive	\$7,003,319.50	Rusty Elvington
TCO Construction Inc.	2020-01-03 19:02:07 UTC	Responsive	\$5,822,022.04	Bobby Newman
Stutts & Williams, LLC	2020-01-03 19:06:29 UTC	Responsive	\$8,121,336.00	Joey Williams
McClam & Associates, Inc.	2020-01-03 19:04:45 UTC	Responsive	\$8,273,259.90	Scott Nolff
Digging Deep Construction	2020-01-03 19:05:09 UTC	Responsive	\$6,389,897.00	Richard Goff

RC-294-B-2020 Southeast Water Sewer Division IV

Submitted Bids

Business	Opened at	Status	Bid Total	Signed by
Complete Utilities, LLC	2020-01-06 19:02:05 UTC	Responsive	\$2,538,752.00	Rusty Elvington
Stutts & Williams, LLC	2020-01-06 19:08:34 UTC	Responsive	\$2,393,964.00	Joey Williams
TCO Construction Inc.	2020-01-06 19:01:03 UTC	Responsive	\$2,493,934.14	Bobby Newman
Digging Deep Construction	2020-01-06 19:03:09 UTC	Responsive	\$2,605,119.50	Richard Goff
McClam & Associates, Inc.	2020-01-06 19:02:47 UTC	Responsive	\$2,440,054.50	Scott Nolff



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

January 9, 2020

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-293-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT DIV. 3**

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

Dear Ms. Wladischkin:

On January 3, 2020 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 3 for the above referenced project to TCO Construction, Inc. for \$5,822,022.04 for Division 3. The total bid for Division 3 is below the "Engineer's Estimate". The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

JOEL E. WOOD & ASSOCIATES, P. L. L. C.

Joel E. Wood, P.E., Managing Partner

Attch.
CC. RCU



January 9, 2020

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-294-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT DIV. 4**

Dear Ms. Wladischkin:

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

On January 6, 2020 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 4 for the above referenced project to Stutts & Williams, LLC for \$2,393,964.00 for Division 4. The total bid for Division 4 is in accordance with the "Engineer's Estimate" for the Division. The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

JOEL E. WOOD & ASSOCIATES, P. L. L. C.

Joel E. Wood, P.E., Managing Partner

Attch.
CC. RCU

Richland County Council Request for Action

Subject:

Approval to Award - Stormwater Drainage Ditch Maintenance Contract

Notes:

February 25, 2020 – The committee recommended to award the contract for storm drainage maintenance services to Naturchem.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Synithia Williams, Manager, Stormwater Division
Department: Public Works
Date Prepared: December 02, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Storm Drainage Maintenance Service Contract		

Recommended Action:

Staff recommends awarding the contract for storm drainage maintenance services to Naturchem.

Motion Requested:

Move to approve to approve the staff recommendation to award storm drainage maintenance services to NaturChem.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Stormwater Management Division budgets up to \$200,000 annually for drainage maintenance services. Account 1208302200-527200 (Special Contracts) has funds allocated for these services.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Office of Procurement & Contracting solicited proposals for the annual maintenance and repair of Richland County owned detention ponds, ditches, water quality units, and curb screens. Proposals had to demonstrate the company's ability to properly maintain and repair detention ponds, clean and cut back select county maintained ditches to mitigate the risk of flooding downstream, and remove accumulated sediment and debris from water quality units and curb screens. Due to the specialized nature required for maintenance of stormwater management features and to ensure compliance with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, an outside firm performs these services.

Four companies submitted proposals for consideration. An evaluation panel comprised of staff from the Department of Public Works Stormwater Management Division, Engineering Division, and the Community Development and Planning Department's Conservation Division independently reviewed and scored the proposals based on the company's qualifications, capabilities, previous experience, and availability. NaturChem was the highest ranked Offeror.

Attachments:

1. Consolidated Evaluations

Consolidated Evaluations					
Evaluation Criteria RC-227-P-2020 Stormwater Drainage Ditch Maintenance	Maximum Points	R + R Stormwater Management	NaturChem	Browns Grounds	DeAngelo Brothers
Technical Proposal	15				
Evaluator 1		12	13	10	13
Evaluator 2		15	15	8	15
Evaluator 3		13	14	10	14
Evaluator 4		13	15	10	15
	60	53	57	38	57
Qualifications & Capability	35				
Evaluator 1		15	20	15	15
Evaluator 2		10	30	17	35
Evaluator 3		33	34	25	35
Evaluator 4		33	35	35	33
	140	91	119	92	118
Previous Experience	35				
Evaluator 1		20	25	10	15
Evaluator 2		30	35	25	35
Evaluator 3		33	35	30	34
Evaluator 4		35	35	25	35
	140	118	130	90	119
Location	15				
Evaluator 1		10	13	10	10
Evaluator 2		10	15	12	12
Evaluator 3		12	14	8	13
Evaluator 4		12	14	10	12
	60	44	56	40	47
Cost	10				
Evaluator 1		9	9	5	10
Evaluator 2		9	9	5	10
Evaluator 3		9	9	5	10
Evaluator 4		9	9	5	10
	40	36	36	20	40
GRANDTOTAL	440	342	398	280	381

Richland County Council Request for Action

Subject:

Adoption of 2018 Building Codes

Notes:

February 25, 2020 – The committee recommended that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Randy Pruitt, Chief Building Official
Department: Community Planning & Development
Date Prepared: January 06, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Adoption of 2018 Building Codes		

Recommended Action:

Staff recommends that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Motion Requested:

Move to approve staff's recommendation for County Council to adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no financial impact associated with this request.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the Accessibility Act, S.C. Code Ann. § 10-5-210 et seq. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes per South Carolina Codes Council are as follows:

- 2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
- 2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
- 2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
- 2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
- 2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
- 2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
- 2018 International Swimming Pool and Spa Code
- 2018 International Property Maintenance Code
- 2009 South Carolina Energy Conservation Code
- 2017 National Electrical Code (NFPA 70) with SC modifications
- 2017 ICC/ANSI A117.1 (Accessible and Useable Buildings and Facilities)

Appendices listed per South Carolina Codes Council are listed below

- 2018 South Carolina Residential Code, appendix H (Patio Covers)
- 2018 South Carolina Residential Code, appendix J (Existing Building and Structures)
- 2018 South Carolina Residential Code, appendix Q (Tiny Homes)
- 2018 South Carolina Building Code, appendix H (Signs)

Attachments:

1. 2018 South Carolina Code Adoptions
2. Amended Chapter 6, Richland County Code of Ordinances
 - a. Redline
 - b. Clean



2018 South Carolina Code Adoptions

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes are as follows:

2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
2009 South Carolina Energy Conservation Code
2017 National Electrical Code (NFPA 70) with SC modifications

Print and PDF download versions of the 2018 South Carolina codes are available for pre-order from the [ICC website](#) and will be available in early February 2020.

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

The Building [Energy Efficiency Standards Act](#) is adopted by statute and mandatory for use in all jurisdictions within the state.

Additional information can be found on the South Carolina Building Code Council's [website](#).

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, ~~and specifically including Appendix H (Patio Covers) and J (Existing Buildings) of the 2015 International Residential Code~~, as is all published by the International Code Council, Inc.,. The ~~2015-2018~~ South Carolina Residential Code is the published version of the ~~2015-2018~~ International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the ~~2015-2018~~ South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically ~~including Appendix H~~, as is all published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Building Code is the published version of the ~~2015-2018~~ International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the ~~2015-2018~~ edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code. The ~~2015-2018~~ South Carolina Fire Code is the published version of the ~~2015-2018~~ International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Fuel/Gas Code is the published version of the ~~2015-2018~~ International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2015-2018 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2015-2018 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015-2018 South Carolina Mechanical Code is the published version of the 2015-2018 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2015-2018 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2015-2018 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015-2018 South Carolina Plumbing Code is the published version of the 2015-2018 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2015-2018 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2014-2017 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2015-2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2015-2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2015-2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____

Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley
Assistant 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:

DRAFT

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the 2018 South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, as is all published by the International Code Council, Inc.. The 2018 South Carolina Residential Code is the published version of the 2018 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the 2018 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically, as is all published by the International Code Council, Inc. The 2018 South Carolina Building Code is the published version of the 2018 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2018 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The

2018 South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the 2018 edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the 2018 edition of the South Carolina Residential Code. The 2018 South Carolina Fire Code is the published version of the 2018 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the 2018 edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the 2018 edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2018 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Fuel/Gas Code is the published version of the 2018 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

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SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

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Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

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The 2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley

Assistant 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:

DRAFT

Richland County Council Request for Action

Subject:

Approval of Annual DHEC EMS Grant-in-Aid

Notes:

February 25, 2020 – The committee recommended to approve the DHEC EMS Grant-in-Aid of \$28,124.81 with a match of \$1,546.86 coming from the Non-Departmental Grant Match account.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Michael A. Byrd, Director
Department: Emergency Services
Date Prepared: January 27, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 31, 2020
Budget Review	Jams Hayes via email	Date:	January 31, 2020
Finance Review	Stacey Hamm via email	Date:	January 31, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval of Annual DHEC EMS Grant		

Recommended Action:

Staff recommends approval of the annual DHEC EMS Grant-in-Aid for paramedic student tuitions to increase the number of paramedics in our workforce.

Motion Requested:

Move to approve the DHEC EMS Grant-in-Aid of \$28,124.81 with a match of \$1,546.86 coming from the Non-Departmental Grant Match account.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is a cash match of \$1,546.86 required. Funding is available in the Non-Departmental Grant Match account.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Annually, DHEC provides a grant program for EMS agencies. Richland County EMS will use the grant for training. Grant funds cannot replace existing funds. The grant requires a cash match of \$1,546.86, Funding is available in the Non-Departmental grant match account.

Due to the shortage of paramedics, EMS uses the grant to pay paramedic tuition at the SC Midlands Region Paramedic Training Program. EMS has previously informed Council of the paramedic shortage through EMS reports and Council updates.

RCEMS is sending 17 EMT's to the paramedic class, all of whom have completed the required Anatomy & Physiology course and were evaluated for critical thinking skills prior to admission. The tuition is \$5,250 per student. The DHEC grant will pay for five (5) complete tuitions and one (1) partial tuition. Through budgeted funds, EMS will fund 11 full tuitions; the remaining balance of the partial tuition will be funded by the grant.

Attachments:

1. Grant attachment



**Emergency Medical Services
Community EMS Assistance Program**

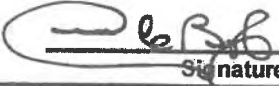
1. Richland County
2. 2-Oct-19 Date of Application

3. Grant Project Period:
From: July 1, 2019
To: June 30, 2020

4. 1 Year 2 Year

	Amount	
5. State Funds Requested	\$ 28,124.81	Source of Local Funds
Total Local Cash	\$ 1,546.86	
Total Project Cash	\$ 29,671.67	<input checked="" type="checkbox"/> County <input type="checkbox"/> Community <input type="checkbox"/> Private

6. Ambulance Service:

<u>Richland County EMS</u>	<u>1410 Laurens Street, Columbia, SC 29204</u>	<u>803-576-3400</u>
Name	Mailing Address	Telephone
<u>byrd.michael@richlandcountysc.gov</u>		
E-Mail Address		
<u>Michael A. Byrd</u>		Signature
Director / Chief / Name		

7. County Authorization:

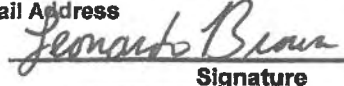
Choice of Funding Formula

The county has chosen a local formula for distribution of monies among the ambulance service and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached.
If yes, initial here: MB

The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service.
If yes, initial here: _____

I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the application to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS assistance through this grant program.

8. Authorizing Official

<u>Richland</u> County	<u>Leonardo Brown</u> Name	<u>County Administrator</u> Title
<u>2020 Hampton Street</u> Street	<u>Columbia SC</u> City	<u>29204</u> Zip
<u>Brown.Leonardo@richlandcountysc.gov</u> Email Address	<u>803-576-2050</u> Telephone	
	<u>10/9/19</u> Date	
Signature		Date

Community EMS Assistance Program

1. Basic Life Support Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
BLS Total			\$0.00

2. Advanced Life Support Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
ALS Total			\$0.00

3. Extrication Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Extrication Equipment Total			\$0.00

4. Communications Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Communication Equipment Total			\$0.00

5. Training

Quantity	Cost per Item	Item	Total
5	\$5,250.00	Paramedic Tuition	\$26,250.00
1	\$3,421.67	Partial Paramedic Tuition	\$3,421.67
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Training Total			\$29,671.67

6. Other/ Describe (Ambulance)

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Other/ Describe (Ambulance) Total			\$0.00

EVALUATION SHEET

List: 1. Goals to be accomplished. 2. Proposed Measures to Evaluate Success in Implementing and Meeting Goals.

Paramedic Student Goals & Measures

GOAL:

To have all RCEMS paramedic students successfully complete the Anatomy & Physiology course, all course requirements to include all modular testing, end of course testing, in addition to successfully passing the National Registry exam for state certification by December 2020.

MEASURES:

- Paramedic students will be required to attend all classes unless excused by their Instructor & Supervisor beforehand.
- Paramedic students will be required to attend all Instructor lead study classes.
- Each paramedic student will be assigned a mentor throughout the length of the course.
- Mentors will review the modular objectives with their paramedic students prior to each modular exam.
- The Modular Exam results will be reviewed by RCEMS Training Officer to determine if additional study/review is warranted.
- Mentors will assist their paramedic students with the FISDAP process to ensure timely and accurate processing of required information.
- Mentors will ensure that their paramedic students are meeting their required Clinical / Ride Time objectives in a timely manner.
- All Paramedic students will have the direct contact number of the Training Officer as a resource for any concerns regarding their paramedic study.

Richland County Council Request for Action

Subject:

Light Detection and Ranging (LiDAR) Elevation Data Grant Match

Notes:

February 25, 2020 – The committee recommended to approve the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Dr. Patrick Breshnahan
Department: Information Technology – GIS
Date Prepared: January 24, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 11, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, MBA, CPM

Committee Administration & Finance

Subject: Light Detection and Ranging (LiDAR) Elevation Data – Grant Match

Recommended Action:

Staff recommends approval of the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.

Motion Requested:

Move to accept staff’s recommendation to approve the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.

Request for Council Reconsideration: Yes

Fiscal Impact:

The grant match is \$30,000. The Office of Budget and Grants Management will identify the funds within our current budget; no Budget Amendment is necessary.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Council is requested to approve expenditure of \$30,000 as a Grant Match with the USGS (United State Geological Survey) for collection of LiDAR (Light Detection and Ranging) Elevation Data. A multi-County effort has been organized by SC Counties to coordinate with the USGS to collect high-resolution elevation data. Richland County collected similar data in 2000 under a single contract. At that time, the cost of data collection included aerial imagery and surface features cost in excess of \$1 million. The majority of cost for this multi-county effort will be paid from Federal funds by the USGS. Each County participant will pay a fixed amount not to exceed 5% of the project cost for that County.

The resulting LiDAR will be used, as the year 2000 data has been, for numerous County functions including Stormwater Management, Planning activities, Conservation efforts, and Transportation projects, among others.

Attachments:

1. Cooperative LiDAR acquisition grant project Statement of Work (SOW)
2. USGS Joint Funding Agreement

STATEMENT OF WORK

South Carolina Savannah Pee Dee 2019 B19 County Lidar Acquisition

1. Purpose

The USGS and the Partners will collaborate to acquire a high-resolution digital elevation data set of mixed QL1 and QL2 data developed from airborne lidar (Light Detection and Ranging) encompassing multiple counties and cities in the AOI (see Section 5 – Project Area Map). The South Carolina Counties include Abbeville, Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Colleton, Darlington, Dorchester, Edgefield, Florence, Greenville, Greenwood, Hampton, Jasper, Kershaw, Laurens, Lee, Lexington, Marion, McCormick, Newberry, Oconee, Pickens, Richland, Saluda, Sumter, Spartanburg and portions of Fairfield and Lancaster. The data will be used to generate Digital Elevation Models (DEMs) for use in dam safety assessments, engineering design and design reviews, conservation planning, research, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during Fall 2019 (*or between spring 2020 and summer 2020*). The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements. The AOI has been expanded to meet the Albers National Indexing Scheme - <https://pubs.usgs.gov/fs/2017/3073/fs20173073.pdf>. The Albers tile index download - https://nationalmap.gov/3DEP/3dep_national_indexing_scheme.html.

2. General Terms

USGS will select a qualified contractor to perform the lidar collection and processing via the Bureau's Geospatial Product and Service Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;
- (4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the locality of the project and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department's consultant RFP and selection process.

The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner.

USGS will:

- Execute separate funding agreements with partners shown in Section 2 of the JFA in support of the total project cost.
- Prepare a Task Order for agreed upon products and services.
- Serve as Government Point of Contact during the full period of the agreement.
- Administer data quality assurance and quality control (QA/QC) for standard USGS v1.3 products and deliverables and manage all data deliverables.
- Require that all land surveys conducted in support of this project be performed under the supervision of a qualified professional land surveyor.
- Receive, inspect, and catalog all project deliverables.
- Prepare Quality Assessment Reports for the Standard USGS v1.3 products and distribute to relevant project Points of Contact.
- Return data to contractor as needed for error correction/rework.

Partner Will:

- Provide funding for the project as described in Section 2 of the JFA.
- Shall pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 5% of the contracted project cost, not to exceed the amount specified in the JFA.
- Assist the USGS NGTOC in resolving project issues as needed and appropriate.
- Provide available information, including informal observations from interested parties, on ground conditions to facilitate project flight planning.
- Be responsible for reviewing and publishing any additional products and services beyond USGS standard deliverables.

3. Specifications and Deliverables

Unless otherwise stated all specifications and deliverables will meet or exceed the (Quality Level 2) U.S. Geological Survey Lidar Guidelines and Base Specification, v 1.3 (<http://pubs.usgs.gov/tm/11b4/>.) To supplement USGS specifications, FEMA-specific requirements such as cross section surveys, treatment of bridges and other features appearing in FEMA Procedure Memorandum No. 61 – Standards for Lidar and Other High Quality Digital Topography, (<http://www.fema.gov/media-library/assets/documents/6998?id=2206>) may be adhered to and reflected in final product delivery as required.

General Requirements

- Data shall be of Quality Level 2 (QL 2), meeting the following accuracy requirements:

Quality Level	Point Density	Vertical Accuracy RMSEz	Aggregate Nominal Pulse Spacing (ANPS)	Aggregate Nominal Pulse Density (ANPD)	DEM Post Spacing
1	8 pts/m ²	10 cm	0.35 m	8 Pts/sq m	0.5 m
2	2 pts/m ²	10 cm	0.7 m	2 pts/sq m	1 m

Horizontal and Vertical Datums:

- South Carolina State Plane Coordinate System (SPCS) - (International Feet)
- Horizontal NAD 83 (2011) - (International Feet)
- Vertical NAVD 88- (U.S. Survey feet)
- Geoid 2012B
- Tiling Scheme: South Carolina Geodetic Survey naming system and tile schema 5000 feet x 5000 feet, non-overlapping tiles for QL2. If tiles do not exist along borders, vendor will create appropriate.
- Digital Elevation Model (DEM): 1-foot cells for QL1 and 2-foot Cells for QL2, individually tiled from bare Earth, hydro-flattened, delivered in Geo TIFF format.
- Tidal Coordination: The tidal requirements are +/- 2 hours of mean low tide.
- Horizontal coordinates shall be international feet for at least three decimal places, State Plane Coordinate System NAD83 (SPCS83), South Carolina zone.
- Elevations shall be in feet to at least three decimal places, North American Vertical Datum of 1988 (NAVD88) for all products.

Areas Requesting QL1:

- Counties of Lexington and Florence, South Carolina, USGS Earthquake Hazards Program
- Cities of Aiken, North Augusta, Greenville, North Charleston and Hilton Head Island, SC

Unless specified above, all remaining areas will be flown at QL2.

*(see Section 5 – Project Area Map)

The lidar data will be processed to produce a classified point cloud, tile-based bare earth DEMs and related products. These elevation products will be placed in the public domain and will be made available for viewing and download through the USGS National Map and EarthExplorer.

Additional Products and Services beyond USGS Standard

- Buildings will be classified to class 6 of the classified point cloud for Anderson County, Florence County and Lexington County and Spartanburg County, South Carolina.
- QL1 Data to be delivered to *Lexington County on 1 separate* External Hard Drive and the QL2 project also delivered to Lexington County.

USGS does not commit to performing Quality Assurance and Quality Control (QAQC) for these additional products or services. QAQC of these will be the responsibility of the partner. If any issues with the products or services are found by the partner within one year of data delivery USGS will pursue corrections on behalf of the partner.

USGS reserves the right but does not commit to publishing these additional products and services.

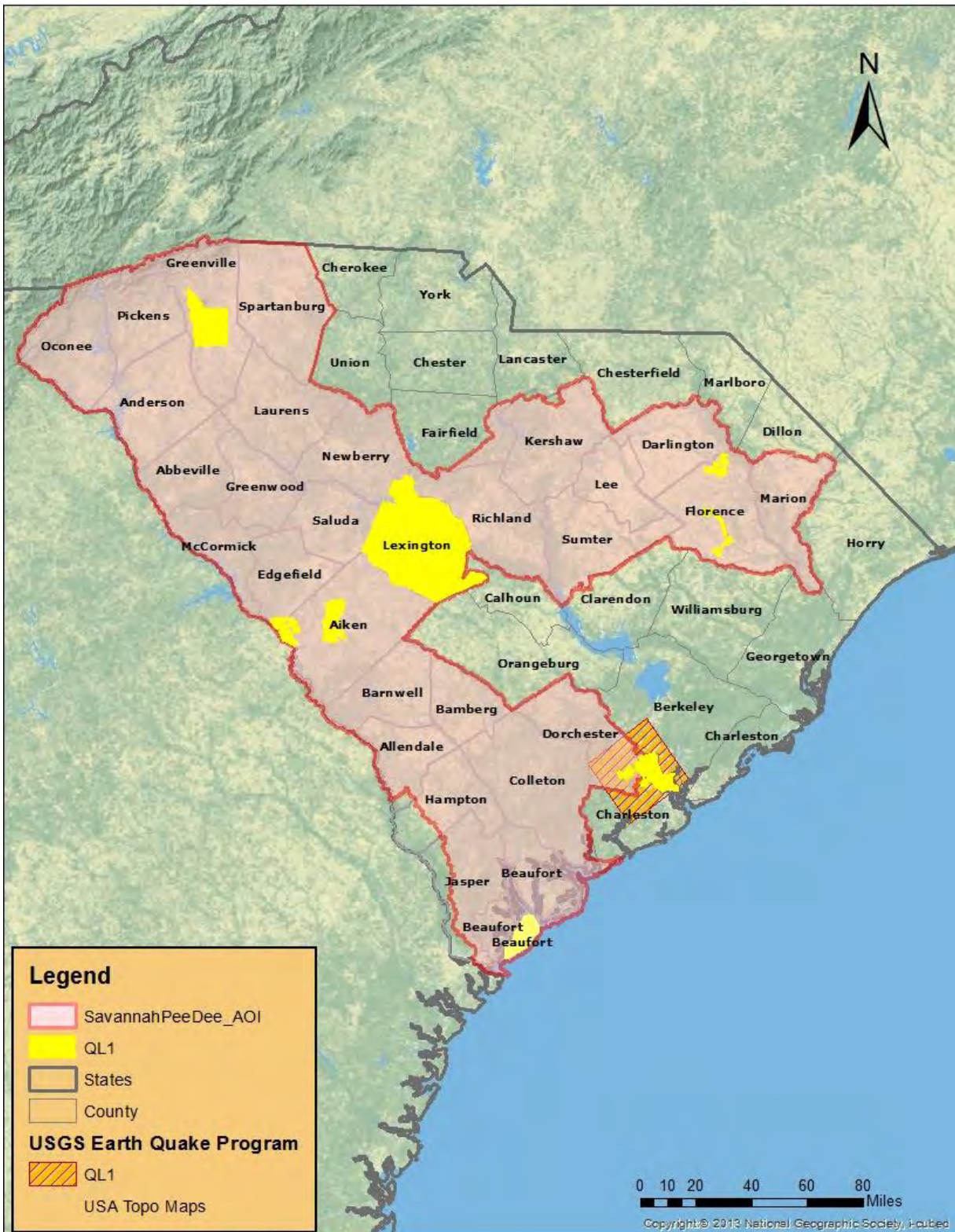
4. Contacts

USGS Administrative Contact:		Partner Financial Contact: Lexington County, SC
Walter Kloth	Name	Alison Sengupta, GISP
Agreements Coordinator	Title	Planning & GIS Manager
P.O. Box 25046, MS 510	Address	212 South Lake Dr., Ste. 302
Denver, CO 80225-0046		Lexington, SC 29072
303-202-4334	Telephone	803-785-8128
wkloth@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Financial Contact:		Partner Technical Contact: Lexington County, SC
James Almekinder	Name	Alison Sengupta, GISP
Agreements Lead	Title	Planning & GIS Manager
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Rolla, MO 65401		Lexington, SC 29072
573-308-3549	Telephone	803-785-8128
jalmekinder@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Technical Contact:		Partner Data Delivery: Lexington County, SC
Michael Bradford	Name	Alison Sengupta, GISP
COTR-CPT	Title	Planning & GIS Manager
1400 Independence Road – MS 665	Address	212 South Lake Dr., Ste. 302
Rolla, MO 65401		Lexington, SC 29072
573-308-3629	Telephone	803-785-8128
mbradford@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Liaison:		
George Heleine	Name	
NGP Liaison POC	Title	
308 South Airport Road	Address	
Jackson, MS 39208		
601-933-2950	Telephone	
gheleine@usgs.gov	E-Mail	

* "see additional contacts page for partner specific contacts"

5. Project Area Map

Map Graphic



6. Contacts

Partner Financial Contact: Aiken County, SC		Partner Technical Contact: Aiken County, SC
Cherie Moritz	Name	Cherie Moritz
GeoServices Manager	Title	GeoServices Manager
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Aiken, SC 29801		Aiken, SC 29801
803-502-1805	Telephone	803-502-1805
cmoritz@aikencountysc.gov	E-Mail	cmoritz@aikencountysc.gov
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Daniel Prentice	Name	David Garber
Deputy County Administrator/CFO	Title	GIS Coordinator
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St. George, SC 29477		St. George, SC 29477
843-832-0103	Telephone	843-832-0208
DPrentice@Dorchestercountysc.gov	E-Mail	dgarber@dorchestercountysc.gov
Partner Financial Contact: City of Greenville, SC		Partner Technical Contact: City of Greenville, SC
Karen Crawford, CGFO	Name	Carmen Durham
Interim Director, Office of Mngt. & Budget	Title	GIS Technical Manager
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864-467-4527	Telephone	864-467-4512
kcrawford@greenvillesc.gov	E-Mail	cdurham@greenvillesc.gov
Partner Financial Contact: Richland County, SC		Partner Technical Contact: Richland County, SC
Stacey Hamm	Name	Patrick Bresnahan
Finance Director	Title	GIO
2020 Hampton Street	Address	2020 Hampton Street, Suite 3030
Columbia, SC 29204		Columbia, SC 29204
803-576-2103	Telephone	803-576-2017
HAMM.STACEY@richlandcountysc.gov	E-Mail	bresnahan@rcgov.us
Partner Financial Contact: City of Aiken, SC		Partner Technical Contact: City of Aiken, SC
Kymerly Wheat	Name	Dr. Timothy De Troye
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Aiken, SC 29801		Aiken, SC 29801
803-642-7644	Telephone	803-643-2155
KWheat@CityofAikenSC.gov	E-Mail	tdetroye@cityofaikensc.gov

Partner Financial Contact: Jasper County, SC		Partner Technical Contact: Jasper County, SC
Kim Burgess	Name	Earl Bostick
Director of Administrative Services/Finance Director	Title	IT Director
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864-260-4216	Telephone	864-260-4217
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Partner Financial Contact: Florence County, SC		Partner Technical Contact: Florence County, SC
Crystine Hoge	Name	Robbie Ervin
GIS Manager	Title	GIS Database Administrator
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Florence, SC 29501		Florence, SC 29501
843-678-3598	Telephone	843-678-3597
choge@florenceco.org	E-Mail	
Partner Financial Contact: City of Hilton Head Island, SC		Partner Technical Contact: City of Hilton Head Island, SC
John Troyer	Name	Jacob Deuel
Director of Finance	Title	GIS Administrator
1 Town Center Court	Address	1 Town Center Court
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Partner Financial Contact: Pickens County, SC		Partner Technical Contact: Pickens County, SC
Jimmy Threatt	Name	Jimmy Threatt
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Pickens, SC 29671		Pickens, SC 29671
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jimmyt@co.pickens.sc.us	E-Mail	jimmyt@co.pickens.sc.us

Partner Financial Contact: Beaufort County, SC		Partner Technical Contact: Beaufort County, SC
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Beaufort, SC 29902		Beaufort, SC 29902
843-255-2532	Telephone	843-255-2532
danielm@bcgov.net	E-Mail	danielm@bcgov.net
Partner Financial Contact: Newberry County, SC		Partner Technical Contact: Newberry County, SC
Debbie Cromer	Name	Bob Beard
Finance Director	Title	GIS Analyst
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803-321-1406	Telephone	803-321-1428
dcromer@newberrycounty.net	E-Mail	bbeard@newberrycounty.net
Partner Financial Contact: City of North Charleston, SC		Partner Technical Contact: City of North Charleston, SC
Theresa Daffin	Name	Kat Brenkert
Deputy Director of Finance	Title	Director of GIS
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North Charleston, SC 29406		North Charleston, SC 29406
843-740-2636	Telephone	843-740-2636
tdaffin@northcharleston.org	E-Mail	kbrenkert@northcharelston.org
Partner Financial Contact: City of North Augusta, SC		Partner Technical Contact: City of North Augusta, SC
Cammie Hayes	Name	Kevin Whaley
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North Augusta, SC 29841		North Augusta, SC 29841
803-441-4206	Telephone	803-441-4267
chayes@northaugusta.net	E-Mail	kwhaley@northaugusta.net
Partner Financial Contact: Dominion Energy South Carolina		Partner Technical Contact: Dominion Energy South Carolina
Craig Aull	Name	Jessica Viera Atwell
General Manager Retail Technology Systems	Title	Software Engineer
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803-217-4545	Telephone	803-217-7205
CAULL@scana.com	E-Mail	JESSICA.VIERA-ATWELL@scana.com

Partner Financial Contact: Spartanburg County, SC		Partner Technical Contact: Spartanburg County, SC
Kim Danner	Name	Brooks Lastinger
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Spartanburg, SC 29303		Spartanburg, SC 29303
864-596-3435	Telephone	864-598-7049
kdanner@spartanburgcounty.org	E-Mail	blastinger@spartanburgcounty.org
Partner Financial Contact:		Partner Technical Contact:
	Name	
	Title	
	Address	
	Telephone	
	E-Mail	



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey 1400 Independence Road Rolla, MO 65401
U.S. Geological Survey PO Box 25046 MS 510 Denver, CO 80225

Attachment 2
Customer #: 60000005465
Agreement #: 19EGJFASC016
TIN#: 57-6000398
Fixed Cost: No

Joint Funding Agreement

For

South Carolina Savannah Pee Dee 2019 B19

This agreement is entered into as of the 23rd day of August, 2019 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Richland County, South Carolina, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to acquire and process Light Detecting and Ranging (LiDAR) derived high-resolution elevation data to be collected over an area of approximately 17,980 square miles encompassing multiple counties in South Carolina. herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date	Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	<u>7/1/2024</u>

- b) by the party of the second part during the period

Amount	Date	Date
<u>\$ 30,000.00</u>	<u>Date of Last Signature</u>	<u>7/1/2024</u>

- c) Additional Information on other potential partners contributing to this program through separate agreements (Participants and funding amounts are projected and are subject to change):

Participant	Amount
USGS - National Geospatial Program	\$ 76,500.00
USGS - Earthquake Hazards Program	\$ 49,185.00
NRCS - National Geospatial Center of Excellence	\$ 3,289,692.00
FEMA	\$ 348,600.00
SC Counties	\$ 393,550.00
SC Cities & Towns	\$ 86,100.00
Dominion Energy	\$ 25,000.00
Estimated Total of Separate Agreements:	\$ 4,268,627.00

- d) All contributions are subject to the 5% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a quarterly basis, based on actual expenses, independent of product delivery.

Payments of bills are due within 60 days the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)"

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties then DoD clearance may be required. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to these areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from the lidar acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. Collected sensitive protected information may be released to specific third parties where written permission is granted to the USGS by affected Tribes conditioned upon that Party agreeing not to distribute the identified sensitive data and (or) information publicly.
- 15) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

**U.S. Geological Survey United States
Department of the Interior**

Richland County, South Carolina

USGS Point of Contact

Name:	George F Heleine
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Partner Point of Contact

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Email:	bresnahanp@rcgov.us

USGS Billing Contact

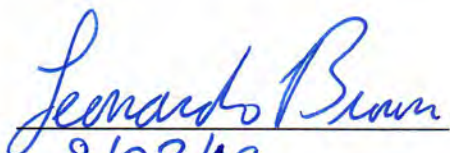
Name:	Janet Anselm
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Partner Financial Contact

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Address:	2020 Hampton Street Columbia, SC 29204
Telephone:	(803) 576-2103
Email:	HAMM.STACEY@richlandcountysc.g

Signatures and Date

Signature: _____
 Date: _____
 Name: Kari J. Craun
 Title: Director, USGS-NGTOC

Signature: 
 Date: 8/23/19
 Name: Leonardo Brown
 Title: Richland County Administrator

Richland County Council Request for Action

Subject:

Roll-off Containers Purchase Order Increase

Notes:

February 25, 2020 – The committee recommended to approve the request to increase the Purchase Orders (POs) to cover the costs for solid waste and recycling container services solicited under Request for Bid RC-119-B-2019.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Art Braswell, General Manager, Solid Waste & Recycling
Department: Public Works
Date Prepared: February 11, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 14, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance Committee		
Subject:	Roll-off Container Service Purchase Orders (POs) increase		

Recommended Action:

Staff recommends approval of the request to increase the Purchase Orders (POs) to cover the costs for solid waste and recycling container services solicited under Request for Bid RC-119-B-2019.

Motion Requested:

1. Move to approve staff’s recommendation to increase the purchase orders to cover the costs for solid waste and recycling container services; or,
2. Move to deny staff’s recommendation to increase the purchase orders to cover the costs for solid waste and recycling container services.

Request for Council Reconsideration: Yes

Fiscal Impact:

Since the beginning of fiscal year, the Solid Waste & Recycling Department has received invoices from the County’s contracted hauler for container hauling services at the Richland County C&D Landfill Drop-off Center and the Lower Richland Drop-off Center, Clemson Road Recycling Drop-off Site, and special recycling events that will soon exceed \$100,000. Additional funds will be needed to cover the cost of the container services through the end of the fiscal year. Container services are funded through the Solid Waste Enterprise Fund. The recommended increase is for \$131,000. Presently, we do not believe that any amendments to the Solid Waste budgets will be required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On September 25, 2018, the Procurement Department staff issued a Request for Bids (RFB) for Container Hauling Services. The Procurement Department received two bids for the services. Capital Waste Services, LLC (CWS) was lowest, responsive bid.

On January 11, 2019, Richland County and CWS entered into a contract for CWS to provide the container services for the County. Through the contract, CWS provides container service for the Richland County Landfill Drop-off Center, the Lower Richland Drop-off Center, the Clemson Road Recycling Drop-off Site, and for special recycling and waste collection events. The contract is a “pay for pull” contract whereby CWS charges for each time a container is pulled and hauled to either the landfill or recycle center.

Costs for the service has increased significantly over previous hauling costs. Due to the higher cost of service, the purchase order will exceed \$100,000; therefore, Solid Waste & Recycling is requesting Council approval to increase the purchase orders for container services to cover the costs of CWS container services through the end of the fiscal year.

Attachments:

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 to Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters

Notes:

First Reading: February 11, 2020

Second Reading: February 18, 2020

Third Reading: March 3, 2020 {Tentative}

Public Hearing: March 3, 2020

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 TO XPLOR BOATWORKS, LLC (A COMPANY FORMERLY KNOWN TO THE COUNTY AS PROJECT MARION); 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, Xplor Boatworks, LLC, formerly known to the County as Project Marion (“Company”), has established and desires to expand a manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$3,484,000, along with the creation of 63 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 previously offered to Company an incentive to locate and expand in the County and the County now 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 Section 1.02 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 delivery of written notice to Fairfield County of the inclusion of the additional Property in the Park.

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: February 11, 2020
Second Reading: February 18, 2020
Public Hearing: March 3, 2020
Third Reading: March 3, 2020

EXHIBIT A
FORM OF AGREEMENT

~#4816-5210-5134 v.1~

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

XPLOR BOATWORKS, LLC

Effective as of: March 3, 2020

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of March 3, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and XPLOR BOATWORKS, LLC, a South Carolina 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; (ii) improved and unimproved real estate used in the operation of a commercial enterprise or manufacturing facility; and (iii) personal property used in the operation of a commercial enterprise or manufacturing facility (the items under (i) and (ii) may collectively be referred to as the “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 established and desires to expand a manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of investment in taxable real and personal property of not less than \$3,484,000 and the creation of 63 new, full-time jobs, all measured as of January 1, 2019;

WHEREAS, by an ordinance enacted on March 3, 2020 (“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 \$3,484,000 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 December 31, 2023 ("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 63 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 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 \$100,000 in Infrastructure Credits, and had invested \$6,968,000 in taxable investment and created 30 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 30/63 = 48\%$$

$$\text{Investment Achievement Percentage} = \$3,484,000/\$3,484,000 = 100\%$$

$$\text{Overall Achievement Percentage} = (48\% + 100\%)/2 = 74\%$$

$$\text{Clawback Percentage} = 100\% - 74\% = 26\%$$

$$\text{Repayment Amount} = \$100,000 \times 26\% = \$26,000$$

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 or 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, 2021, 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 County to the Company 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 further reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. 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:

Xplor Boatworks, LLC
1124 Pineview Drive
Columbia, SC 29209

with a copy to
(does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th floor
Columbia, SC 29201
Phone: 803.799.2000
Fax: 803.256.7500

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 \$5,000. 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.

Section 4.18 Grant Administration. The County acknowledges that the Company has applied for certain non-County grants with respect to the Project. If the Company is awarded such grants, then the County shall assist in the administration of such grants and shall execute any agreement that may be necessary to effect the administration of the grant and the receipt of the grant funds by the Company.

*[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, Xplor Boatworks, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

XPLOR BOATWORKS, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

1124 Pineview Drive

Parcel No. R16103-02-03

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

Forty percent (40%) credit against the Company's Fee Payment for ten (10) consecutive years, commencing with property tax year 2020.

EXHIBIT C (See Section 2.5)

RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park 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 a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to 604 Huger, LLC; and other related matters jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters

Notes:

First Reading: February 18, 2020

Second Reading: March 3, 2020 {Tentative}

Third Reading: March 17, 2020 {Tentative}

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 A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO 604 HUGER, LLC; 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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), 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, 604 HUGER, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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 Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

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, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public 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: February 18, 2020
Second Reading: March 3, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

604 HUGER, LLC

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 604 HUGER, LLC, a South Carolina limited liability company (as hereinafter defined “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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public 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, as part of a commercial development to be located in the County, the Company has committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“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 comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, 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 Public Infrastructure, including, but not limited to, the Company Public Infrastructure, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants 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, each as defined below, at the Project;
- (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; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$51,300,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with

respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect

to the Project net of the Public 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 PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC 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 PUBLIC 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 PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, 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. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

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) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(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; (iii) verifying the investment in Public Infrastructure; and (iv) 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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

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: 604 HUGER, LLC
Attn: _____

Phone: _____
Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.771.8900
Fax: 803.253.8277

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 an amount not exceeding \$5,000. 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 Public 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 PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, 604 HUGER, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

604 HUGER, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes approximately 300 structured parking spaces. A portion of the parking created will be available to the public for hourly, daily, and/or monthly use. In addition to the structured parking, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including, but not limited to, sidewalks and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$9,000,000.

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the total cost of the Company Public Infrastructure listed above is a current estimate and the actual expenditures made by the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

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 a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters

Notes:

First Reading: February 18, 2020

Second Reading: March 3, 2020 {Tentative}

Third Reading: March 11, 2020 {Tentative}

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 A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT NOVEL; 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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), 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, a company identified for the time being as Project Novel, a limited liability company organized and existing under the laws of the State of _____ (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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 Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

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, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public 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: February 18, 2020
Second Reading: March 3, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT NOVEL

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT NOVEL, a _____ limited liability company (as hereinafter defined “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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public 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, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$80,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“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 comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, 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 Public Infrastructure, including, but not limited to, the Company Public Infrastructure, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants 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 _____, 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, each as defined below, at the Project;
- (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; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II
PUBLIC INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$80,000,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect

to the Project net of the Public 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 PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC 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 PUBLIC 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 PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, 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. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

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) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(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; (iii) verifying the investment in Public Infrastructure; and (iv) 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. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

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

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 Public 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 LEFT 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 PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT NOVEL has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT NOVEL

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

TRACT 1

All that certain piece, parcel or lot of land situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, known as 1413 Assembly Street, and being bounded as follows: North by lot now or formerly of Ruby Williamson Ebert, and measuring thereon Two Hundred Eight feet Eight Inches (208'8") more or less; East by Assembly Street and fronting thereon Fifty Feet (50') more or less; South by property of W.L. Hampton, Sr. and K.&G. Golding Co. and measuring thereon Two Hundred Eight Feet and Eight Inches (208'8") more or less; West by lot of W.L. Hampton, Sr., and measuring thereon Fifty Feet (50').

TMS No.: R09013-03-06

TRACT 2

All that certain piece, parcel or lot of land with various improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland and State South Carolina, being rectangular in shape and measuring One Hundred Forty-Four (144') feet, more or less, on the Northern and Southern sides; Thirty-Five Feet Ten Inches (35'10"), more or less, on its Eastern and Western sides, bounded on the North by lot now or formerly of Stackhouse, East by Assembly Street, South by Lot now or formerly of Hardy, or others, West by lot now or formerly of Berry.

TMS No.: R09013-03-07

TRACT 3

All that certain piece, parcel or lot of land together with the improvements thereon (known as Nos. 1405-1407 Assembly Street), situate, lying and being on the Western side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, in School District No. 1 of Richland County, State of South Carolina, being in the shape of a rectangle, measuring on its Northern and Southern sides Fifty-Three and One Hundred Seventy-Five Thousandths (53.175') feet, more or less, and on its Eastern and Western sides Thirty-Seven and Seventy-Five Thousandths (37.075') feet, more or less, being bounded as follows, to-wit: On the North by lot now or formerly of Evans; on the East by the said Assembly Street; on the South by lot now or formerly of Kirby; and on the West by lot now or formerly of Saluda Investment Company.

TMS No.: R09013-03-08

TRACT 4

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly and Park (Gates) Streets, in the City of Columbia, South

Carolina, being in shape a rectangle, measuring on its northern and southern sides eighty-nine (89') feet, more or less, and on its eastern and western sides seventy-three (73') feet, more or less, being bounded on the north and east by lands now or formerly of Hiller, on the south by said Washington Street, and on the west by premises known as 1017 Washington Street; said premises being known as 1019-21-27 Washington Street.

TMS No.: R09013-03-10

TRACT 5

All those two certain pieces, parcels or lots of land situate, together with the improvements thereon, known as No. 1015 and No. 1017 Washington Street, situate, lying and being on the North side of Washington Street, between Assembly and Park Street, in the City of Columbia, County of Richland, State of South Carolina. Said lots together measuring on its Northern and Southern sides Sixty-Two feet Five Inches and on its Eastern and Western sides One Hundred Ten feet; be all the said measurements a little more or less, and said lots being bounded as follows: On the North by property now of W.L. Hampton, Formerly Robinson and Sweeney; on the East by property of W.L. Hampton, formerly of Belser; on the South by Washington Street, fronting thereon; and on the West by property of W.L. Hampton, formerly of Ray and Sessions.

Together with all right, title and interest, if any, in and to a strip Two feet in width extending along the Northern boundary line of the lots hereinabove conveyed and a strip One foot in width extending along the Eastern boundary of the lot herein conveyed; said rights and privileges being set forth in deed of Cornelious C. Reamer to Oskar Konrad and Fanny Konrad recorded in Deed Book "BT" at Page 73 on August 31, 1917.

TMS No.: R09013-03-11 and R09013-03-12

TRACT 6

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Washington Street, between Assembly Street and Park Street, in the City of Columbia, County of Richland and State of South Carolina, being a rectangle measuring on its northern and southern sides Fifty-two (52') feet Two (2") inches, more or less, and on its eastern and western sides Two Hundred Eight (208') feet Eight (8") inches, more or less, and being bounded on the North by lots now or formerly of Starling and David; on the East by lots now or formerly of Vreman or David and Metze; on the South by Washington Street, and on the West by property now or formerly of Stokes.

Less and Excluding from Tract 6:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Parcel A, containing 0.051 Acres, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in Plat Book 2246 at Page 3349 in the Register of Deeds for Richland County and

having such metes and bounds as will be shown by reference to said plat. The metes and bounds shown on said plat are incorporated herein reference.

TMS No.: R0913-03-13

TRACT 7

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Northwest corner of the intersection of Washington Street and Assembly Street, in the City of Columbia, County of Richland, State of South Carolina, being shown on a plat prepared for Angeline Miller and Robert Miller by Gene L. Dinkins, RLS, dated May 6, 1985 and recorded in Plat Book 50 at Page 4168, Office of the Register of Deeds for Richland County, and being more particularly described according to said plat as follows: Beginning at a nail approximately 50 feet from the center line of the right of way of Washington Street and approximately 75 feet from the center line of the right of way of Assembly Street, being at the Northwest intersection of said streets, and running S66°19'W for a distance of 53.97 feet to a point; thence turning and running N23°43'W for a distance of 35.58 feet to a point; thence turning and running N66°20'E for a distance of 54.14 feet to a point; thence turning and running S23°27'E for a distance of 35.57 feet to the point of beginning.

TMS No.: R09013-03-09

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a parking deck that will provide 405 spaces to residents of the development. In addition to the parking deck, a plaza and a park-like pathway between Assembly Street and the Richland County Public Library will be constructed, as well as general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks, lighting, and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$14,900,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Curbs, Gutters and Sidewalks	\$34,660
Traffic Signage and Bollards	\$2,716
Street Lighting	\$50,194
Library Plaza Improvements	\$500,000
Relocate Utilities Underground	\$436,470
405 Space Private Parking Garage	\$13,132,618
General Conditions	\$774,122
Total Projected Company Public Infrastructure Costs	\$14,930,780

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Increase FY20 Budget Allocation - Central Midlands Council of Government

Notes:

February 25, 2020 – The committee recommended to increase the FY20 Budget allocation to Central Midlands Council of Governments from its approved amount of \$178,432 to the actual requested amount of \$189,298.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: James Hayes, Director
Department: Budget and Grants Management
Date Prepared: February 10, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Administration & Finance
Subject: Increase FY20 Budget Allocation – Central Midlands Council of Governments

Recommended Action:

This action was initiated at the request of Council Chair Paul Livingston. Staff will respond accordingly to the will of the body.

Motion Requested:

1. Move that the FY20 Budget allocation to Central Midlands Council of Government be increased from its approved amount of \$178,432 to the actual requested amount of \$189,298.; or,
2. Move to deny the increase.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact as staff will use funds available in the Non-Departmental budget key. This will not require a Budget Amendment as staff has identified funds within the current budget.

Motion of Origin:

There is no associated Council motion of origin; however, the matter was brought forward at the request of the Council Chair.

Council Member	Paul Livingston
Meeting	n/a
Date	n/a

Discussion:

During Biennium Budget II process, the Central Midlands Council of Governments (CMCOG) requested funding in the amount of \$189,298 from Richland County.

Due to budget constraints at the time, staff recommended a budget neutral allocation of the amount awarded during Biennium Budget I which was \$178,432. Staff recommended a budget neutral allocation for all C&S Agencies.

The CMCOG is requesting its allocation be adjusted to the requested amount because it is the actual amount of the regional dues for Richland County. It also includes a 3% increase as part of a 15% increase over 5 years. Richland County currently has an agreement with the CMCOG.

Attachments:

1. May 09, 2000 Council Minutes – Approval of the Amendment to the CMCOG agreement
2. Amendment to the CMCOG agreement
3. CMCOG FY20 Budget Request

**Richland County Council
Regular Session
May 9, 2000
Page Seven**

Maintenance of the Bluff Road Facility Housing and Energy Plant

The committee recommended the renewal of the contract with W.B. Guimarin & Company in the amount of \$78,984.00. The vote in favor was unanimous.

Amendment to Central Midlands' Creating Agreement

The committee recommended that Council approve the amendment establishing ex-officio membership by the legislative delegation. The vote in favor was unanimous.

"Project Harvey" Procurement

The committee recommended that Council authorize the Procurement Department to enter into contracts with the lowest responsible bidder, contingent upon the State's approval of the necessary additional funds. The vote in favor was unanimous.

Haskell Heights Sewer Project

Mr. McEachern stated the committee recommended approving \$49,700.00 in grant matching funds for Phase II of this project.

Mr. Morris requested past minutes on this particular issue.

A discussion took place.

Mr. Morris moved, seconded by Mr. McEachern, to place this item in next year's budget. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

Mr. Livingston recommended for staff to advertise for vacancies on the following boards and commissions:

Accommodations Tax Advisory Committee
Board of Assessment Appeals
Community Relations Council
East Richland Public Service
JTPA Private Industry Council (PIC)
Richland Memorial Hospital

Mr. Morris requested a list of applicants ineligible to re-run.

The vote in favor was unanimous.

CITIZEN'S INPUT

The following persons spoke during Citizen's Input:

- Ms. Mary Louise Carter, Dutch Fork area, spoke regarding an ordinance passed in 1998; asking reconsideration of towers.
- Mr. Robert Parnell spoke regarding zoning ordinances.
- Ms. Tara Linton spoke regarding Olympia redevelopment.

**AN AGREEMENT TO AMEND THE AGREEMENT CREATING
THE CENTRAL MIDLANDS REGIONAL PLANNING COUNCIL
AND TO RENAME THE COUNCIL AS
THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
AND TO FURTHER AMEND THE AGREEMENT AS PROVIDED HEREIN**

WHEREAS, the Central Midlands Regional Planning Council was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members; and

WHEREAS, a Council of Governments is a service arm of its members whereby the member governments can better meet service needs in a more cost effective and efficient manner; and

WHEREAS, the Members of the Central Midlands Regional Planning Council desire to amend the agreement creating the Council; and

NOW, THEREFORE, pursuant to South Carolina Act Number 363 of 1971, as amended by Act Number 382 of 1986, Act Number 364 of 1992, and Act Number 145 of 1995, the parties hereto agree to amend the agreement creating the Central Midlands Regional Planning Council to rename the Council as the Central Midlands Council of Governments, and to further amend the agreement as provided herein.

ARTICLE I – DECLARATION OF FINDINGS, PURPOSE, AND AMENDMENT

The governing bodies of the signatories to this agreement find that entry into this amended agreement is a valid exercise of their governmental powers and in the interest of their constituents.

The governing bodies of the signatories to this agreement declare that the purpose of this agreement is to: (1) amend the agreement creating the Council; (2) rename the Council; (3) continue the existing Council with its existing powers, duties, rights, and responsibilities unless otherwise provided herein; and (4) authorize the Council to contract with a joint agency to manage the joint administration of functions, joint exercise of powers, and the sharing of the costs thereof jointly undertaken by counties, incorporated municipalities, and other political subdivisions pursuant to an agreement between the governing bodies of the same as authorized by Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Accordingly, the governing bodies of the signatories to this agreement do hereby amend the agreement creating the Central Midlands Regional Planning Council, renaming it as the Central Midlands Council of Governments with the powers, duties, and responsibilities hereinafter set forth.

ARTICLE II – DEFINITIONS

Unless otherwise indicated herein, the following terms as used in this agreement shall have the meanings set forth below:

Authorization act: a duly adopted resolution or ordinance by the governing body of a member, non-member county, non-member incorporated municipality, or other non-member political subdivision, whichever is appropriate under the particular governing body's rules.

Board: the governing Board of the Council, comprised of all representatives from all Council members.

Calendar year: January 1 through December 31.

Council: the Central Midlands Council of Governments

Elected official: an elected individual serving on a member's governing body.

Fiscal year: July 1 through June 30.

Governing body: the body of elected or appointed officials that governs a county, incorporated municipality, or other political subdivision as provided by South Carolina law.

Joint agency: two or more counties, incorporated municipalities, or other political subdivisions who, by "joint agency agreement," undertake to jointly administer functions, exercise powers, and share the costs thereof.

Joint agency agreement: an agreement between two or more counties, incorporated municipalities, or other political subdivisions creating a "joint agency" pursuant to Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Jurisdiction: (a) the Council's jurisdiction is the area lying within the boundaries of Fairfield County, Lexington County, Newberry County, and Richland County, South Carolina, together with that portion of Batesburg-Leesville, South Carolina that lies within Saluda County, South Carolina; (b) a county's jurisdiction is that area lying within its boundaries, excluding the jurisdiction of any member municipality lying within the county; and (c) a municipality's jurisdiction is that area lying within its boundaries.

Member: a county or incorporated municipality that has ratified this agreement as provided herein and is providing general fiscal support to the Council as provided herein.

Municipality: an incorporated municipality.

Person: any governmental or non-governmental entity that is not a member of the Council, including but not limited to: any federal, state, or local government, including any political subdivision or agency thereof; any public or semi-public agency; any private, public, or semi-public corporation, foundation, association, partnership, or similar entity; and any natural person or persons.

Population: the number of people residing within the specified jurisdiction as established by the latest census by the United States Bureau of Census, including any special census.

ARTICLE III – MEMBERSHIP AND REPRESENTATION

A. MEMBERSHIP OF THE COUNCIL

1. Generally

- a. All counties within the Council's jurisdiction, and all municipalities within the Council's jurisdiction having a population of 2500 or more, are eligible for membership in the Council.
- b. The eligible counties and municipalities in the Council's jurisdiction which have ratified this agreement as provided herein and are participating in the general fiscal support of the Council as provided herein shall be members.
- c. Each member shall be entitled to representation on the Board of the Council as set forth in Article III(B-D).
- d. A resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the Council with these members serving ex-officio, but no member is required to serve pursuant to such selection. If a county has no resident member of the General Assembly, then the county in question shall select a member of the General Assembly who represents some or all of the county in question to serve ex-officio.
- e. A member of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), may be appointed by their organization as a voting member. The member shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/ Committee as it relates to transportation related items.

2. Addition of new members

- a. Any non-member municipality in the Council's jurisdiction which has or attains a population of 2500 or more shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act.
- b. Upon execution of this agreement by a new member as provided in Article III(A)(2)(a) or III(A)(3)(b), the Board shall forthwith give notice to the new

member as provided in Article III(A)(2)(c) and shall revise this agreement as provided in Article IX(B).

- c. The Board's notice to the new member shall include: (1) the new member's pro-rata share of general fiscal support funds to be furnished to the Council for the remainder of the Council's fiscal year and payment schedule for this support; (2) the number and type of Board representatives to be appointed by the new member's governing body; and (3) any additional information deemed appropriate by the Board.

3. Termination of Membership

- a. The membership of any county or municipality shall cease as provided in Article VI(C) upon its failure to provide general fiscal support as provided in Article VI(A-B).
- b. Any municipality's membership on the Council shall immediately cease and the terms of its representatives shall immediately expire upon any of the following events: (1) its population falls below 2500; (2) it is dissolved as an incorporated municipality; or (3) it consolidates with another municipality; *provided* if a member municipality consolidates with a member or non-member municipality, the consolidated municipality shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act; *and provided further* if a municipality's membership is terminated due to its population falling below 2500, it shall have the right to appoint an advisory representative to the Council as provided in Article IV.
- c. Upon the termination of any member's membership, the Board shall revise this agreement as provided in Article IX(B).

B. NUMBER OF REPRESENTATIVES

1. Every member shall have at least one representative on the Board. Each member having a population over 20,000 shall have one additional representative for each additional population of 20,000 or fraction thereof above 20,000. The unincorporated areas of a member county, and the non-member municipalities within a member county, shall be represented by the member county's representatives. The regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), shall be represented by one representative from their organization.
2. The representative from any member having only one representative to the Board shall be an elected official, except for the representative of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority). Recognizing the statutory requirement of having a majority of elected officials on the Board, the members who make more than one appointment will maintain at least the following number of elected official representatives: Fairfield County—two elected officials; Lexington County—six elected officials; Newberry County—one elected official; Richland County—six elected officials; and City of Columbia—three elected officials. The administrator or manager of any member having a population of more than 20,000 may serve as one of the member's minimum number of elected official representatives; *provided that*, upon such appointment of an administrator or manager, the governing body shall at the same time designate an elected official to replace the manager or administrator upon the conditions set forth in Article III(C)(6).

3. Based upon the current population of the members listed in Addendum A to this agreement, representation on the Board shall be as set forth in Addendum A, but nothing shall preclude any member from appointing more than the minimum number of elected officials as representatives to the Board.
4. Recognizing the desirability of having minorities represented on the Board, the members who appoint more than one representative shall achieve and maintain the following minimum levels of minority representation: Fairfield County—at least one minority member; Lexington County—at least two minority members; Newberry County—at least one minority member; Richland County—at least four minority members; and City of Columbia—at least three minority members. The minority members may be elected officials or citizen appointees. The foregoing minority representation must be maintained as vacancies occur in the member's representation.

C. APPOINTMENT, SERVICE AND TERMS

1. The representatives to the Board shall be appointed by the governing body of the member. Representatives may be appointed to succeed themselves.
2. The term of elected official representatives shall be co-terminus with the term of their elected office. They may be reappointed or replaced in accordance with the rules of the member's governing body.
3. The terms of representatives who are not elected officials shall be in accordance with the rules of the member's governing body. In the absence of such rules, their term shall be three years or until replaced or reappointed. They shall serve until their successors are appointed.
4. If a vacancy in Board representation of a member shall occur for any reason, the vacancy shall be filled for the duration of the unexpired term in the same manner as the original appointment.
5. The prohibition against dual-office holding in Article VI of the South Carolina Constitution does not apply to any elected or appointed official or employee serving as a representative on the Board.
6. If for any reason the number of elected official representatives on the Board shall fall below a majority, the terms of all manager or administrator representatives appointed under Article III(A)(2) to serve as one of the member's minimum number of elected officials shall cease and the elected official designated by the member's governing body under Article III(A)(2) shall be the representative of the member upon receipt of the written notice set forth below.
 - a. The Chairman shall give immediate written notice to the member's governing body of the change in representation set forth above and the reason therefor.
 - b. The designated elected official shall continue to serve as the member's representative to the Board until such time as the elected official majority on the Board is re-established.
 - c. Upon re-establishment of the elected official majority on the Board, the Chairman shall give immediate written notice to the member's governing body,

whereupon the administrator or manager may resume representation of the member upon written notice to that effect by the member to the Board.

D. COMPENSATION AND REIMBURSEMENT

1. No representative shall receive any compensation for their service on the Board.
2. Any representative may be reimbursed from the Council's funds for any reasonable expenses incurred in connection with authorized activities on behalf of the council

ARTICLE IV — ADVISORY REPRESENTATIVES

A. WHO MAY APPOINT

1. The governing body of a non-member municipality within the Council's jurisdiction that has a population of less than 2500, including a municipality whose membership on the Council was terminated under Article III(A)(3)(b) due to its population falling below 2500, may appoint an elected official to serve as an advisory representative to the Board.

B. SCOPE OF REPRESENTATION

1. Advisory representatives shall not vote on matters before the Board.
2. Advisory representatives shall not serve as an officer of the Council, nor shall they serve on the Executive Committee of the Council, but advisory representatives may serve on the Council's Advisory Committees as set forth in Article V(A)(4).
3. The provisions of Article III(C)(2), III(C)(4), III(C)(5) and III(D) apply to advisory representatives.
4. The entity appointing an advisory representative is not required to contribute to the financial support of the Council.

ARTICLE V — OFFICERS, BYLAWS, MEETINGS, RECORDS

A. ELECTION OF OFFICERS AND ADOPTION OF BYLAWS AND PROCEDURES

1. The Board shall elect from its membership a Chairman and Vice-Chairman. The Board shall elect a Secretary-Treasurer who may be a staff employee of the Council. In any given year, the Chairman and Vice-Chairman shall not be representatives of the same member.
2. The Board shall adopt bylaws, rules of procedure, and rules of the conduct of its business, including provision for meetings, hearings and notice thereof.

3. The bylaws shall provide for the annual appointment of an Executive Committee consisting of the Chairman, Vice-Chairman, at least two representatives from each county, and at least two representatives from each member municipality having a population over 20,000. The Executive Committee will also include one (1) representative for the urban communities and one (1) for the rural communities appointed by the Chairman. The county representatives on the Executive Committee may be a member county's representative or the representative from a member municipality located within the county. The majority of the Executive Committee members shall be elected officials. The powers and duties of the Executive Committee shall be set forth in the bylaws of the Council.
4. The bylaws of the Council may provide for the appointment of Advisory Committees. The members of such advisory committees may be drawn from the community at large as well as from the member representatives and non-member advisory representatives on the Council.

B. MEETINGS AND RECORDS

1. The Board shall hold regular meetings at places and dates to be determined by the Chairman; *provided* that the Board shall meet at least once every three months. All meetings at which official actions are taken shall be open to the public.
2. Special Board meetings maybe called by the Chairman on his own initiative and must be called by him upon request of twenty percent or more of the Board representatives.
3. All representatives and advisory representatives to the Council shall be notified in writing of the time and place of meetings.
4. The Board shall keep a record of its attendance at meetings, recommendations, transactions, findings and determinations. This record shall be a public record.

ARTICLE VI — GENERAL FISCAL SUPPORT FROM MEMBERS

A. GENERAL FISCAL SUPPORT

1. The governing body of each member shall provide general fiscal support to the Council by payment of funds as calculated herein.
2. General fiscal support is to be used for regional and multi-jurisdiction planning programs, coordination and other services affecting the members.
3. If the general fiscal support to be provided by the governing bodies of the members is greater than is necessary for the Council's annual budget, the amount to be provided by each member shall be reduced pro-rata, and the governing body of each member

shall be notified accordingly.

B. COMPUTATION AND PAYMENT OF GENERAL FISCAL SUPPORT

1. Based on the population within each member's jurisdiction, an annual general fiscal support per capita assessment will be approved by the Board in January and requested of the members effective July 1st of the same calendar year for use by the Council in the fiscal year beginning on July 1st.
2. The governing body of each member shall, on or before the first day of each quarter of the Council's fiscal year, furnish twenty-five percent of the total general fiscal support to be provided by it during such fiscal year.
3. If the governing body of any member shall not have adopted its own operating budget by July 1 of such fiscal year, it shall immediately upon adoption of said budget furnish the amounts then due to the Council under the provisions of this Article.

C. TERMINATION OF FISCAL SUPPORT

1. No governing body of any member shall terminate its general fiscal support of the Council except at the end of a fiscal year and only upon having given the Board formal written notice on or before April 1st that it will not provide general fiscal support during the next fiscal year.
2. If any member terminates its general fiscal support of the Council, or otherwise fails to pay its share of the general fiscal support as provided in this Article: It shall thereupon cease to be a member; the terms of office of all its representatives on the Council shall thereupon expire; its appointees to any advisory or other committees shall cease to serve on the committee; and the receipt of services from the Council shall thereupon cease.
3. If membership in the Council is terminated as provided in Article VI(C)(2), the Council shall complete any existing, independent, and separate contractual obligations to the terminated member, provided the terminated member also completes its corresponding contractual obligations to the Council.
4. If membership in the Council is terminated as provided in Article VI(C)(2), the Board shall revise this agreement as provided in Article XI(B).

D. ADDITIONAL FUNDS FROM MEMBERS

1. The governing body of any member may provide general support funds to the Council in excess of the amount provided in Article VI(B).
2. Any payment of excess general support funds during any fiscal year shall not reduce or otherwise affect the member's obligation to provide general fiscal support funds as provided in Article VI(B) in the next fiscal year.

ARTICLE VII — FINANCES GENERALLY

A. BOOKS, ACCOUNTS AND ANNUAL REPORTS

1. The Council shall keep books of account which shall be independently audited after the

completion of each fiscal year.

2. A copy of the auditor's report and a copy of the annual report of activities shall be provided to the governing body of each member after presentation to the Board.

B. OTHER FUNDING SOURCES

1. The Board is hereby authorized to accept general support funds from any person.
2. The Board is hereby authorized to accept funds and revenue derived from contracts with, sales of products to, or sales of services to members and any other person.

C. ANNUAL BUDGET AND WORK PROGRAM

1. The annual budget and work program shall include all funds available to the Council, including but not limited to: general fiscal support funds from members; general support funds from other funding sources; contract or other revenues from all sources; loans; grants; funds provided for any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B); and any other funds from any other source.
2. The work program shall cover all categories of work and activities to be undertaken by the Council, including but not limited to: services, planning; studies; operation of programs; and Council support activities. It shall also include any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B).

D. USE OF FUNDS

1. The Council is authorized to use its funds to employ professional staff, consultants, clerical and other assistants and other employees; to obtain office space; to procure equipment, materials and supplies; and to acquire other real or personal property necessary for its functions and operations.
2. The Council is authorized to use its funds for other purposes as the Board shall determine to be necessary and proper in carrying out the functions of the Council within the budget and work program approved by the Board, including the exercise of the Council's general powers as set forth in Article VIII(A).
3. The Council is authorized to use its funds as necessary for the performance of contracts with, sales of products to, or sales of services to members or other persons.
4. If funds provided to the Council are for a specified purpose or subject to a limitation on use, the funds shall be used in accordance therewith.

E. DISPOSAL OF ASSETS

1. In the event the Council is abolished or dissolved, any assets remaining after the payment of obligations shall be distributed among the then existing members on a pro rata basis in proportion to their contributions to General Fiscal Support during the fiscal year of the abolishment or dissolution of the Council.

ARTICLE VIII — POWERS

A. GENERAL POWERS

1. The Council shall have the power to continue performing the same general functions and providing the same general services as previously provided and performed by the Central Midlands Regional Planning Council prior to the ratification of this amended agreement.
2. The Council shall have the power to perform the general functions and provide the general services set forth below as deemed appropriate by the Board and in the interest of the Council's members:
 - a. Study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution control, utilities, planning, development, and such other matters as the common interests of the members may dictate.
 - b. Prepare studies, make recommendations, carry out planning activities, and develop programs on such matters as the common interests of the members may dictate.
 - c. Coordinate and promote cooperative programs and actions, with and among, the members and other persons.
 - d. Provide technical assistance and information to the members and other persons.
3. The Council shall have the power to acquire, hold title to, and dispose of real and personal property necessary to the conduct of its business, including the power to obtain insurance to protect against damage to and loss of the real and personal property owned or used by the Council.
4. The Council shall have the power to cooperate with, contract with, and accept and expend funds from any member or other person, including the power to accept and expend funds as set forth in Article VII(D) of this agreement.
5. The Council may participate in or utilize the services of any program or service available from any person, including but not limited to participation in the South Carolina State Retirement System and use of any services available from the South Carolina Budget and Control Board (including the Division of General Services).

B. POWER TO CONTRACT WITH JOINT AGENCY TO MANAGE JOINT UNDERTAKING

1. Pursuant to the powers conferred upon the Council by South Carolina Act Number 363 of 1971, as codified in Sections 140(2), 140(4), and 150 of Title 6, Chapter 7 of the South Carolina Code, and upon approval by the Board, the Council may contract with a joint agency to manage the joint undertaking by the joint agency.
2. The Board shall not contract with the joint agency unless: (a) a certified copy of the joint agency agreement is submitted to it for its review; (b) the submitted joint agency agreement is accompanied by a certified copy of an authorization act by the governing body of each signatory to the joint agency agreement; (c) the contract between the Council and the joint agency includes provisions for fully funding the Council's management of the joint undertaking; and (d) the governing body of each signatory to the joint agency agreement submits an authorization act approving the contract

between the Council and the joint agency.

3. The Council may contract with a joint agency comprised of: (a) two or more members; (b) one or more members and one or more non-member counties, non-member municipalities, or other non-member political subdivisions; or (c) two or more non-member counties, non-member municipalities, or other non-member political subdivisions; *provided* that if any signatory to the joint agency agreement is located outside the Council's jurisdiction, the Council shall not contract with the joint agency to manage the joint undertaking *unless* a member is also a signatory to the joint agency agreement.

C. GENERAL LIMITATION ON POWERS

1. The Council is a joint public agency existing for non-profit and public purposes, exclusively for public benefit, and its property is public property.
2. The Council has no power to pass laws, levy taxes, or pledge the good faith and credit of its members.
3. Any contract entered into by the Council shall include an acknowledgment by the other party of the foregoing limitations on the Council's powers.

ARTICLE IX — AMENDMENTS

A. AMENDMENT OF TERMS OF AGREEMENT — GENERALLY

1. The Board may propose amendments to this agreement and submit the proposed amended agreement to the governing bodies of the members for approval.
2. Proposed amendments to the agreement shall become effective upon ratification and execution by the governing bodies of the members which contain at least eighty percent of the population within the Council's jurisdiction. Ratification shall be by an authorization act, and execution shall be by the person authorized to sign the amended agreement on behalf of the governing body as provided in the authorization act ratifying the amended agreement. A certified copy of the authorization act shall be delivered to the Council upon execution of the amended agreement.
3. The membership of any existing member that does not ratify and execute the proposed amended agreement shall cease upon the amended agreement becoming effective as set forth in Article IX(A)(2); *provided* that any such member may continue its membership on the Council by subsequently ratifying and executing the amended agreement pursuant to an authorization act delivered to the Council.

B. REVISIONS AND AMENDMENTS DUE TO A CHANGE IN MEMBERSHIP

1. Upon a change in membership involving a municipality with a population less than 20,001, caused by a termination or withdrawal under Article III(A)(3) or Article IV(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith revise Addendum A to this agreement to reflect the change without any action by the members' governing bodies and thereafter give notice of the revisions to all

members.

2. Upon a change in membership involving a county or a municipality with a population of more than 20,000, caused by a termination or withdrawal under Article III(A)(3) or Article VI(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith submit proposed amendments to this agreement on the following matters for action by the governing bodies of the members as provided in Article IX(A):
 - a. if applicable, amending the definition of the Council's jurisdiction as defined in Article I;
 - b. amending Article III(B)(2) and the Addendum A to delete the terminated member or add the new member and adjust the minimum number of elected official representatives specified in Article III(B)(2) so as to continue the elected official majority on the Board;
 - c. amending the minimum numbers provided in Article III(B)(4) so as to maintain adequate minority representation on the Board; and
 - d. amending any other part of this agreement deemed appropriate by the Board as a result of the change in membership.

ARTICLE X — EFFECTIVE DATE, IMPLEMENTATION, AND SEVERABILITY

A. EFFECTIVE DATE

1. All governing bodies that ratify and execute this agreement shall become members upon the effective date of this agreement.
2. Ratification shall be accomplished by an authorization act by the governing body of the ratifying member. A certified copy of the authorization act shall be delivered to the Board.
3. Execution shall be accomplished by the signing of this agreement by the individual authorized to do so on behalf of the member's governing body as provided in the authorization act ratifying this agreement.
4. This agreement shall become effective upon ratification and execution by the governing bodies representing at least eighty percent of the population within the Council's jurisdiction reside and approval by the Governor. This agreement shall then supersede the 1969 agreement as amended.

B. IMPLEMENTATION

1. This agreement shall not affect the current representatives or advisory representatives serving on the Council or their terms. They shall continue to serve on the Council until their terms end as provided in the Council's bylaws.
2. This agreement shall not affect the officers, executive committee, or any advisory committees of the Council. The officers, committees, and committee members shall continue to exist and serve until changed as provided in the Council's bylaws.
3. This agreement shall not affect the present bylaws, policies, or operating procedures of the Council. They shall continue to govern the operations of the Council until changed as provided in the Council's bylaws.
4. This agreement shall not affect the Council's current contractual obligations, program activities, recommendations, agreements, operations, functions, designations, or other matters undertaken by the Council prior to this amended agreement.
5. Upon ratification and execution of this amended agreement, any member that has appointed a manager or administrator to serve as one of the member's minimum number of elected officials shall forthwith designate in writing an elected official as provided in Article III(B)(2) of this amended agreement.

C. SEVERABILITY

1. Should any part of this agreement be declared unlawful, all remaining parts of the agreement will remain in effect.

Attachments: Act 393 of 1998
Addendum A (***Revised effective July 1, 2000***)

This amended Agreement was approved by the Central Midlands Council of Governments Board of Directors at their September 26, 2002 meeting.

g:\harriet\board\Creating Agreement-Amended 2002.wpd

Act 393 of 1998

(R.527, H.5003)

AN ACT TO AMEND SECTION 6-7-130, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE MEMBERSHIP OF A REGIONAL COUNCIL OF GOVERNMENT, SO AS TO AUTHORIZE MEMBERSHIP ON THE POLICYMAKING BODY OF THE COUNCIL OF A RESIDENT MEMBER OF THE GENERAL ASSEMBLY APPOINTED BY THEIR RESPECTIVE RESIDENT COUNTY LEGISLATIVE DELEGATION FROM EACH COUNTY COMPRISING THE COUNCIL OF GOVERNMENTS, PROVIDE FOR SELECTION OF A MEMBER WHEN A COUNTY HAS NO RESIDENT MEMBER OF THE GENERAL ASSEMBLY, AND PROVIDE A TERM LIMITATION FOR REPRESENTATIVES OF THE MEMBERS SERVING ON THE POLICYMAKING BODY.

Be it enacted by the General Assembly of the State of South Carolina:

Membership—council of government

SECTION 1. Section 6-7-130 of the 1976 Code is amended to read:

"Section 6-7-130. Each county and municipality executing the agreement creating the regional council of government must be a member. Representation of members on the policymaking body of the regional council of government must be as prescribed in the agreement creating the council of governments. The agreement shall specify the procedure for the appointment of representatives of the member local governments; provided, however, at least a majority of the members of the policymaking body must be members of the governing bodies of the participating cities and counties. Provided, further, that a resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the council with these members serving ex officio. If a county has no resident member of the General Assembly, then the county shall select a member of the General Assembly who represents some or all of the county in question to serve ex officio, but no member is required to serve pursuant to such selection. The representatives of the members serving on the policymaking body shall serve without salary for a term of four years; however, these representatives may be reimbursed for expenses incurred in the performance of their duties. The regional council of government shall adopt bylaws designating the officers and their method of selection and providing for the conduct of its business."

Time effective

SECTION 2. This act takes effect upon approval by the Governor.

Became law without the signature of the Governor — June 17, 1998.

ADDENDUM A

Fairfield County

Two citizen representatives appointed
One elected official appointed

Lexington County

Five citizen representatives appointed
Six elected officials appointed

Newberry County

Two citizen representatives appointed
One elected official appointed

Richland County

Six citizen representatives appointed
Six elected officials appointed

Fairfield County Legislative

Delegation

One elected official appointed

Lexington County Legislative

Delegation

One elected official appointed

Newberry County Legislative

Delegation

One elected official appointed

Richland County Legislative

Delegation

One elected official appointed

Town of Batesburg-Leesville

One elected official appointed

Town of Blythewood

One elected official appointed

City of Cayce

One elected official appointed

City of Columbia

Four citizen representatives appointed
Three elected officials appointed

City of Forest Acres

One elected official appointed

Town of Irmo

One elected official appointed

Town of Lexington

One elected official appointed

City of Newberry

One elected official appointed

Town of Springdale

One elected official appointed

City of West Columbia

One elected official appointed

Town of Winnsboro

One elected official appointed

The Comet

One representative appointed

**AMENDMENT
TO
CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
CREATING AGREEMENT**

The Central Midlands Council of Governments was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its September 26, 2002, meeting as follows:

ARTICLE III, MEMBERSHIP AND REPRESENTATION, Section A. "Membership of the Council", Part 1.a. is hereby amended to change the population threshold from 3000 to 2,500.

- "a. All counties within the Council's jurisdiction, and all municipalities within the Council's jurisdiction having a population of 2500 or more, are eligible for membership in the Council."

Any reference to population threshold thereafter in this document is automatically changed from 3,000 to 2500.

Approved by the Board of the Central Midlands Council of Governments on September 26, 2002.

TO AMEND THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS CREATING AGREEMENT TO ADD ONE (1) NEW BOARD MEMBER TO THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS WHICH ALSO SERVES AS THE COLUMBIA AREA TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION POLICY BOARD/COMMITTEE IN COMPLIANCE WITH FEDERAL GUIDANCE UNDER MAP-21 THAT HAS BEEN JOINTLY ISSUED BY FTA AND FHWA ON JUNE 2, 2014.

WHEREAS, the Moving Ahead for Progress in the 21st Century Act was signed into law by President Obama on July 6, 2012; and,

WHEREAS, the Federal Transit Administration [49 CFR Part 613] and the Federal Highway Administration [23 CFR Part 450] on June 2, 2014 have jointly issued federal guidance on implementation of provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21), that require representation by providers of public transportation in each metropolitan planning organization that serves a transportation management area no later than October 1, 2014; and,

WHEREAS, the Central Midlands Council of Governments Board of Directors serves as the Columbia Area Transportation Study Metropolitan Planning Organization (COATS MPO) Policy Board/Committee for the Columbia urbanized area; and,

WHEREAS, the Columbia Area Transportation Study Metropolitan Planning Organization is designated as one of the 210 Transportation Management Areas; and,

WHEREAS, the representative of the public transportation provider shall be a member (elected or appointed) of the provider's board of directors or a senior officer of the public transportation provider; and,

WHEREAS, the representative of the public transportation provider shall not be a representative of another entity represented on the MPO Policy Board/Committee and shall only serve as a representative of public transportation; and,

WHEREAS, the representative of the public transportation provider shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/Committee as it relates to transportation related items; and,

WHEREAS, the Central Midlands Regional Transit Authority is the public transportation provider in the Columbia Area Transportation Study Metropolitan Planning Organization planning area; and,

WHEREAS, the Central Midlands Regional Transit Authority is a direct recipient of Federal Transit Administration Funds; and,

WHEREAS, the Central Midlands Council of Governments and the Central Midlands Regional Transit Authority have a Memorandum of Understanding in the distribution and planning of federal transit funds; and,

WHEREAS, the Central Midlands Regional Transit Authority will establish a selection process for appointing one (1) member to serve on the MPO Policy Board/Committee.

NOW, THEREFORE BE IT RESOLVED BY THE CENTRAL MIDLANDS COUNCIL OF

GOVERNMENTS:

- 1) that the Executive Director is authorized to amend the Central Midlands Council of Governments Creating Agreement to add one (1) member from the Central Midlands Regional Transit Authority to serve as the representative for public transportation and as a voting member on the MPO Policy Board/Committee.
- 2) that the representative for public transportation shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/Committee as it relates to transportation related items.
- 3) that the representative for public transportation shall not be a representative of another entity represented on the MPO Policy Board/Committee and shall only serve as a representative of public transportation.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its June 26, 2014, meeting as follows:

ARTICLE III, MEMBERSHIP AND REPRESENTATION, Section E. "Membership of the Council", is hereby amended to add one (1) new board member to the Council which also serves as the Columbia Area Transportation Study Metropolitan Planning Organization Policy Board / Committee in compliance with federal guidance under MAP-21 that has been jointly issued by FTA and FHWA on June 2, 2014.

- e. A member of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), may be appointed by their organization as a voting member. The member shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/ Committee as it relates to transportation related items.

Approved by the Board of the Central Midlands Council of Governments on June 26, 2014.

Approved by the County Council for Fairfield County on _____

Chair

Clerk

Approved by the County Council for Lexington County on _____

Chair

Clerk

Approved by the County Council for Newberry County on _____

Chair

Clerk

Approved by the County Council for Richland County on _____

Chair

Clerk

Approved by the Fairfield County Legislative Delegation on _____

Chair

Clerk

Approved by the Lexington County Legislative Delegation on _____

Chair

Clerk

Approved by the Newberry County Legislative Delegation on _____

Chair

Clerk

Approved by the Richland County Legislative Delegation on _____

Chair

Clerk

Approved by the Mayor and Council of Batesburg-Leesville on _____

Mayor

Clerk

Approved by the Mayor and Council of Cayce on _____

Mayor

Clerk

Approved by the Mayor and Council of Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Forest Acres on _____

Mayor

Clerk

Approved by the Mayor and Council of Irmo on _____

Mayor

Clerk

Approved by the Mayor and Council of the Town of Lexington on _____

Mayor

Clerk

Approved by the Mayor and Council of the City of Newberry on _____

Mayor

Clerk

Approved by the Mayor and Council of Springdale on _____

Mayor

Clerk

Approved by the Mayor and Council of West Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Winnsboro on _____

Mayor

Clerk



January 28, 2019

Steven Gaither
Grants Manager
Office of Budget and Grants Management
2020 Hampton Street
Columbia, SC 29204

Dear Mr. Gaither:

As stated in the Central Midlands Council of Governments' creating agreement, the governing body of each member government shall provide fiscal support to the Council by payment of funds calculated at a per capita assessment. All fiscal support provides regional and multi-jurisdictional planning programs, coordination and direct services within the Central Midlands region.

The Central Midlands Council of Governments' Executive Committee Board of Directors voted on October 27, 2017, to increase the membership dues by 15% over the next 5 years (3% per year) to adjust the per capita rate used to calculate the current membership dues.

Using that calculation, the per capita rate is 79.5 cents for this budget year and the current unincorporated 2010 Census for that calculation, our request is \$189,298 for regional dues.

Please note that we use the dues paid by our member governments to provide grant matching and staff support for over \$15 million in federally funded programs and projects, many of which will benefit Richland County.

As always, we appreciate the continued support of Richland County and we look forward to working with you in FY 2019-20. If you have any questions, please contact me at 803-744-5138.

Sincerely,

A handwritten signature in black ink that reads "Benj. J. Mauldin". The signature is written in a cursive style.

Benjamin J. Mauldin
Executive Director

Enclosures
BJM/MR/jf

cc: Norman Jackson, CMCOG Board Chair

Richland County Ordinance Grant Application

Grant Application Cover Sheet

Date of application: 1/29/2019

Application submitted to: _____

Organization Information

Central Midlands Council of Governments

Name of organization

Legal name, if different

236 Stoneridge Drive Columbia, SC 29210 57-0517713

Address

City, State, Zip

Employer Identification Number
(EIN)

803-376-5390

803-376-5394

www.centralmidlands.org

Phone

Fax

Website

bmauldin@

Benjamin Mauldin

Executive Director

744-5138

centralmidlands.org

Name of top paid staff

Title

Phone

E-mail bmauldin@

Benjamin Mauldin

Executive Director

744-5138

Centralmidlands.org

Name of contact person regarding
this application

Title

Phone

E-mail

Is your organization an IRS 501(c) (3) not-for-profit?

Yes No

If no, is your organization a public agency/unit of government?

Yes No

If no, check with funder for details on using fiscal agents, and list name and address of fiscal agent:

Fiscal agent's EIN
number

Proposal Information

Richland County Ordinance Grant Application

Please give a 2-3 sentence summary of request:

CMCOG uses the membership dues from its member governments to match federal programs. The dues are used to provide matching funds for the professional staff that are responsible for planning and coordinating with member governments, the communities that are represented, elected officials, and the COG's governing board of directors.

Population served:
237,909

Geographic area served:
Richland County

Funds are being requested for (check one)

General operating support Start-up costs Capital
 Project/program support Technical assistance Other (list)

Project dates (if applicable): _____

Fiscal year end: 6/30/2020

Budget

Dollar amount requested:

\$189,298

Total annual organization budget:

\$13,708,068


Total project budget (for support other than general operating):

\$

Authorization

Board Chair/CEO/President Name:

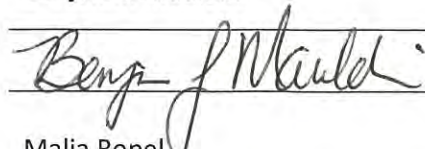
Signature



Executive Director/ Top Paid staff:

Benjamin Mauldin

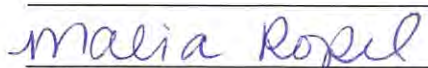
Signature



Financial Manager:

Malia Ropel

Signature



Richland County Ordinance Grant Application

Budget Request July 1, 2019 – June 30, 2020

Organization Information

Since 1969, the Central Midlands Council of Governments (CMCOG) has been assisting local governments develop local and regional plans within the four midlands counties (Fairfield, Lexington, Newberry, Richland) of South Carolina, as well as providing local governments with planning and technical support to improve the quality of life within the region. CMCOG currently consists of 15 member governments and serves in excess of 760,000 people by providing a regional forum, which allows local officials to seek out common goals and address regional concerns. Today, CMCOG provides a variety of local and regional planning services and technical assistance to local governments within the four-county region.

CMCOG's mission is to provide the highest quality of planning, technical assistance, and services to local governments, businesses, and citizens in the Central Midlands region. The councils guiding principles and goals are to provide a regional forum where any local government can have issues heard that need addressing; advocate on behalf of regional governments, businesses, and citizens and to provide planning and technical assistance with current and future needs of the region in mind.

Central Midlands Council of Governments strives to:

- 1) Serve as a mutual forum to identify, discuss, study, and bring into focus regional challenges and opportunities;
- 2) Serve as a vehicle for the collection and exchange of information of regional interest;
- 3) Provide a continuing organization to ensure effective communication and coordination among governments and agencies;
- 4) Foster, develop, and review policies, plans, and priorities for regional growth, development, and conservation;
- 5) Maintain liaison with members, governmental units, and groups or organizations;
- 6) Furnish general and technical assistance to member governments; and to
- 7) Review and coordinate federal, state, and local programs of regional importance

The council uses the membership dues from its member governments to match federal programs. The membership dues are essential in securing these federal dollars. Richland County's membership dues are used to match transportation, aging, and ombudsman programs. The dues are used to provide matching funds for the professional staff that are responsible for planning and coordinating with member governments, the communities that are represented, elected officials, and the COG's governing board of directors.

A brief description of each of the core programs of CMCOG are below:

Aging and Ombudsman Programs

A majority of aging services are federally funded through the 1965 Older Americans Act. This law requires that planning and service districts be designated to plan and implement aging services. The Lieutenant Governor's Office on Aging has divided the state into ten planning and service districts. Central Midlands Council of Governments was designated as the midlands' Area Agency on Aging in 1976. The mission of the Area Agency on Aging is to plan programs and services for the growing population of older people in Fairfield, Lexington, Newberry and Richland Counties. The agency subcontracts with local providers for delivery of services. The Regional Aging Advisory Committee, the majority of whom are older individuals or individuals who are eligible to participate in Older Americans Act programs, representatives of older persons and the general public, assists the Council of Governments in fulfilling the responsibilities of the Area Agency on Aging.

The regional ombudsman receives calls and investigates complaints related to residents in long-term care facilities. Complaints range from abuse, neglect and exploitation to quality of care issues.

Transportation

The Central Midlands Council of Governments (CMCOG) is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Columbia Area Transportation Study (COATS). The COATS MPO study area boundary includes large portions of Richland and Lexington Counties and small portions of Calhoun and Kershaw Counties. The primary responsibilities of any MPO are to: 1) develop a Long Range Transportation Plan, which is, at a minimum, a 25-year transportation vision for the metropolitan area; 2) develop a Transportation Improvement Program, which is the agreed-upon list of specific projects for which federal funds are anticipated; and 3) develop a Unified Planning Work Program (UPWP), which identifies in a single document the annual transportation planning activities that are to be undertaken in support of the goals, objectives and actions established in the Long-Range Transportation Plan.

As the MPO, CMCOG provides the forum for cooperative decision making in developing regional transportation plans and programs to meet changing needs. It is composed of elected and appointed officials representing local, state and federal governments or agencies having interest or responsibility in comprehensive transportation planning.

Research, Community Development Block Grants, Planning

CMCOG has wide authority granted to them by the State Legislature and member governments. CMCOG provides flexible solutions to local challenges. CMCOG performs activities that are public, not for profit, or are functions which member governments are authorized by law to undertake. In addition to projects in the area of demographic trends and analysis, population projections, transportation, economic development, hazard mitigation, and environmental health, CMCOG also supports a

variety of multi-dimensional projects through consultation with our member governments and organizations, including comprehensive plans, needs assessments and technical assistance.

CMCOG also helps develop and prepare grant applications for eligible local governments that do not directly receive CDBG funding from the US Department of Housing and Urban Development (HUD). If awarded, the staff will also help manage the entire project. CDBG grants can fund a wide variety of projects from revitalizing neighborhoods to improving community infrastructure, providing public facilities and creating or retaining jobs. The state program is administered by the South Carolina Department of Commerce, Division of Grants Administration.

Midlands Workforce Development Board

The Midlands Workforce Development Board is the Workforce Innovation & Opportunity Act Administrative (WIOA) unit for Fairfield, Lexington and Richland Counties. Under the Act, the MWDB is committed to building an integrated workforce development system for the area that effectively pools the resources of diverse partner agencies. With these partners, CMCOG/MWDB operate SC Works—Midlands Career Center System, former known as OneStops. CMCOG carries out administrative and fiscal agent duties for the Midlands Workforce Development Board.

WIOA is an Employment and Training program that seeks to improve the effectiveness of and streamline the governing structures. The services to be provided to both youth age's 17 to 24 and adults ages 18 and over include job readiness and motivation, job search assistance, job placement and job retention services. Under WIOA, intensive individual career services up to Training and supportive services assistance are available.

Operations of the Central Midlands Council of Governments

CMCOG has a staff of over 30 professionals, including transportation planners, urban and economic development planners, human service and workforce planners. Most work in the Transportation Planning, Environmental Programs, Community Planning, Human, and Workforce Services.

In addition, CMCOG staff members support several administrative and agency-wide member services, such as accounting and finance, contracts and purchasing, human resources, information technology and facilities, communications, and member, board and government relations.

The CMCOG Executive Director reports directly to a 51-member Board of local elected and citizen appointed officials and is responsible for managing a professional staff and an annual budget of over \$13 million.

South Carolina Association of Regional Councils

The State of South Carolina is divided into a network of 10 Councils of Governments (COGs). Each COG represents a multi-county planning district throughout the state, in which each of the 46 counties falls within a COG region. The COG executive directors

of each council meet on a regular basis to discuss common interests, programs and projects. This creates a strong statewide network, which all the COGs and state agencies can benefit from, i.e., a statewide project, policy or process that needs to be developed.

Evaluation:

Aging

CMCOG contracts with Senior Resources, Inc. to provide services to the elderly and disabled community in Richland County with Title III Older Americans Act funding. In addition to these services, CMCOG contracted with SC Legal for legal services in Richland County. CMCOG has an I-CARE Coordinator who assists seniors who need help with choosing the right insurance program that best serves them. CMCOG also employs a Family Caregiver Advocate that assists with those who are trying to keep their loved ones in the homes by providing respite services. An Information, Referral & Assistance Specialist (I-Care) is available to provide much needed assistance to the elderly and disabled community.

The Ombudsman program investigates complaints in Richland County. Complaints range from abuse, neglect and exploitation to quality of care issues.

Transportation

Most citizens and residents of Richland County as well as those from the surrounding counties and visitors benefit from the transportation projects in Richland County.

Projects that are included in the Transportation Improvement Projects (TIP) for Richland County are:

- Widening of I-20 from I-77 to Spears Creek Church Road
- US 601 bridge near Congaree National Park
- Bridge at Broad River Road and River Drive
- Enhancement-ADA sidewalks and crosswalks
- Enhancement-Rhame Road/Westridge Road sidewalk
- Enhancement – Clemson Road Shared Use Path
- Enhancement – Alpine Road Shared Use Path

Presently, SC Department of Transportation is acquiring right of way for road improvements at Hardscrabble and Leesburg Road.

A detailed list can be viewed and printed from the SCDOT website:
<http://www.scdot.org/inside/planning-stip.aspx> and selecting Richland County report.

Richland County Ordinance Grant Application

Organization Budget

Please attach a budget narrative/justification explaining your numbers.

INCOME

<u>Source</u>	<u>Amount</u>
Support	
Government grants	\$12,942,913
Foundations	\$
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$647,905
In-kind support	\$
Investment income	\$
Revenue	
Government contracts	\$
Earned income	\$
Other (specify)	\$117,250
Local Revenue	\$
	\$
	\$
Total Income	\$13,708,068

Richland County Ordinance Grant Application

EXPENSES

<u>Item</u>	<u>Amount</u>
Salaries and wages	\$2,682,127
Insurance, benefits and other related taxes	\$1,596,335
Consultants and professional fees	\$937,911
Travel	\$75,832
Equipment	\$46,700
Supplies	\$39,400
Printing and copying	\$10,280
Telephone and fax	\$83,383
Postage and delivery	\$13,600
Rent and utilities	\$157,631
In-kind expenses	\$
Depreciation	\$
Other (specify)	\$8,059,869
Insurance, Audit, Legal Fees, Professional Memberships, Legal Ads, Recruitment & Outreach, Employee Training & Development, Capital Outlays, Contracted Services	
Total Expense	\$13,708,068
Difference (Income less Expense)	\$

Richland County Ordinance Grant Application

Project Budget

Please attach a budget narrative/justification explaining your numbers.

INCOME

<u>Source</u>	<u>Amount</u>
Support	
Government grants	\$
Foundations	\$
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$
In-kind support	\$
Investment income	\$
 Revenue	
Government contracts	\$
Earned income	\$
Other (specify)	\$
Total Income	\$

Richland County Ordinance Grant Application

EXPENSES

<u>Item</u>	<u>Amount</u>	<u>%FT/PT</u>
Salaries and wages (breakdown by individual position and indicate full- or part-time.)	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
SUBTOTAL	\$	
Insurance, benefits and other related taxes	\$	
Consultants and professional fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and copying	\$	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Depreciation	\$	
Other (specify)	\$	
Total Expense	\$	
Difference (Income less Expense)	\$	

Richland County Council Request for Action

Subject:

Salary Adjustment for Richland County Magistrates

Notes:

February 25, 2020 – The committee recommended to deny the request.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Tomothy Edmond, Chief Summary Court Judge

Department: Upper Township District

Date Prepared: December 11, 2019

Meeting Date: February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 14, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Administration & Finance

Subject: Salary Adjustment for Richland County Magistrates

Recommended Action:

Chief Magistrate Edmond recommends approving the salary increases for Richland County Magistrates based on the "Richland County Departmental Compensation Plan." Richland County Magistrates are currently compensated based on a formula derived from a pay plan, which was most recently updated during the fiscal year of 2015-2016. Under this county pay policy, full time magistrate judges' salaries are 75% of a Circuit Court judge's salary. In the most recent legislative session, the General Assembly passed a pay increase for Circuit Court judges and raised their salary from approximately \$143,000 to \$188,000. This means that a full time magistrate judge's salary would increase from approximately \$114,000 to \$141,000.

Motion Requested:

Move to accept the Chief Magistrate's recommendation to approve the amended salaries for full time magistrates based on the "Richland County Departmental Compensation Plan." This motion would increase the salaries approximately 33% which is in accordance with what the magistrates have been compensated since 1998 (magistrates have been paid in accordance with Circuit Court judges since then). This motion would not, and magistrates are not seeking, any "backpay" from when the Circuit Court judges salaries went in to effect back on July 1, 2019.

Request for Council Reconsideration: Yes

Fiscal Impact:

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000

- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

(1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;

(2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and **circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;**

(3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

The current grand total of salaries for Richland County Magistrates is \$2,058,863.44. In accordance with the pay plan, this grand total would increase by \$679,424.94 for a grand total of \$2,73,288.38. This grand total includes FICA and Police Retirement System.

Additional Considerations:

Per Finance Director Stacey Hamm, when the General Assembly passed the Circuit Court pay increase, a proviso was issued that said indicated the increase would not apply to Magistrates. They also sent a correction that the 2% doesn't apply until FY21. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

Additionally, Budget Director James Hayes has expressed "great concerns of the fiscal impact and [the County's] ability to incurring such a great recurring costs."

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In 1998, Richland County passed their first pay plan with regards to how magistrate judges would be compensated. Based on South Carolina law, all magistrates are to be compensated by their county based on a formula tied to a Circuit Court judge's salary. In the largest counties, which includes Richland, the baseline amount to be paid is 54% of a Circuit Court salary. However, all counties are allowed to pay above this baseline. Richland County has agreed to pay above this baseline since 1998. In the most recent pay compensation plan, Richland County has agreed to pay 75% of a Circuit Court salary.

Unlike many other counties across our state, Richland County is a leader in compensating and funding our magistrate court system. At every annual conference, judges across the state call Richland the "envy" of the magistrates system and what every magistrate system hopes to achieve. This is reflected in our Central Court located on Decker Blvd. This court has nine separate court rooms, mediation rooms, offices for the public defender and solicitor, and many more accommodations. Twice a month, hundreds of Richland County jurors are called to serve and witness first hand the impact of a fully funded and first rate magistrate system.

Richland County has not only invested heavily in the court infrastructure, but also the compensation to our 22 magistrate judges, and it reflects. The high compensation for these positions brings out some of the most qualified judges who seek these positions. As a core government function, the court is able to operate in state of the art facilities with knowledgeable and respected judges. The compensation of these judges has a direct impact on the community and the interaction between citizens and the government.

Just recently, the Post and Courier did an expose on the magistrate court system throughout our state and it was not kind. The article described the system as "corrupt" and "incompetent." The article also pointed out that many counties have been, and will be, sued by the ACLU for not protecting defendant's rights. Fortunately, the current Richland County Magistrate system was not in this article, and not by coincidence. Former Chief Magistrate Simons and current Chief Magistrate Edmond have worked to make sure that our court system is always in compliance with Court Administration and the Supreme Court. Quite often Court Administration will call on Richland County Magistrates to handle cases outside of our jurisdiction when there is a conflict.

In sum, the salary compensation is a direct investment in a fundamental service to the citizens.

Attachments:

1. Chief Magistrate's Supporting Documentation
 - a. Salary Increase Numbers
 - b. South Carolina Code 14-1-200
 - c. Richland County Departmental Compensation Plan (2013)
 - d. Richland County Departmental Compensation Plan (2015-2016)
 - e. Special Called – Budget 3rd Reading
2. SCAC - Magistrates and Masters-in-Equity Salary Update

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000
- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

- (1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;
- (2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;
- (3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 1 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

POLICY:

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:
 - 1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
 - 1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.

2. SCALE (A)

- 2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty eight percent (48%) of the a circuit court judge for South Carolina.
- 2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid fifty four percent (54%) of a circuit court judge for South Carolina.
- 2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty seven percent (57%) of a circuit court judge for South Carolina;
- 2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid sixty percent (60%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 2 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty six percent (66%) of the rate of salary of circuit judge of the state.

3. SCALE B

- 3.1. Upon initial appointment the magistrate shall be paid at the state base rate.
 - 3.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.
 - 3.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.
 - 3.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.
 - 3.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.
 - 3.6. Upon the tenth (10th) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.
 - 3.7. Upon the twelfth (12th) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.
4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.
 5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.
 6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.
 7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN

TITLE: Magistrate Supplemental Pay Plans

Number: 2

EFFECTIVE DATE: 07/01/2013

Page: 3 of 3

REVISION DATE: 07/03/2013

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.

9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

REPLACES PAY PLAN EFFECTIVE AS OF JULY 1 1998 & 2013

POLICY

To establish pay plan for Richland County Magistrates subject to appropriations by the Council in the Richland County Budget Ordinance FY 2015 – 2016

PROCEDURE

1. Effective July 1, 2015 a full time magistrate meeting state qualifications or having obtained four (4) years judicial experience shall be paid at a rate of **seventy-five percent (75%)** of a Circuit Court Judge's salary of this state. Future salary adjustments shall be the same as salary adjustments, including cost of living adjustments, for all other Richland County employees. A newly appointed magistrate would progress to the full time salary rate as follows:

Newly Appointed Magistrate means a person meeting state qualifications and never before serving as a magistrate during the first four years in office.

- A. Upon first appointment a newly appointed magistrate shall be paid seventy-five percent (75%) of a full-time Richland County's magistrate's salary as in one (1) above;
- B. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification or exemption by the Magistrate Board of Certification a newly appointed magistrate shall be paid eighty percent (80%) of a full-time Richland County magistrate's salary as in one (1) above;

- C. Upon completion of the anniversary second year as a magistrate, the first term magistrate shall be paid eighty-five percent (85%) of a full-time Richland County magistrate's salary as in one (1) above;
 - D. Upon completion of the anniversary of the third year in office a first term magistrate shall be paid ninety percent (90%) of a full-time Richland County magistrate's salary as in one (1) above;
 - E. Upon completion of the anniversary of the fourth year in office and thereafter a full-time magistrate shall be paid the same salary as other full-time magistrates who have served for four years or more in Richland County.
2. Magistrates and ministerial magistrates shall have the same perquisites as those Richland County employees of similar position.
 3. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service as set out in A through E above.
 4. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$ 5000.00) for such added responsibilities as required by such a position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.
 5. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers Retirement System (PORS) of South Carolina with the County contributing the full employer portion. A Newly Appointed Magistrate may elect in writing to remain in the State Retirement System should the person have prior service credits there.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Special Called - Budget 3rd Reading
June 22, 2015
Page Eleven



The vote in favor was unanimous.

Outside Agencies: Move to fund Midlands Mediation Center at prior year amount of \$20,000 - This item was withdrawn.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move that all budget recommendations be amended to include an increase in the salary of the magistrate to 75% of a circuit judge's salary. This will result in an 11.94% salary adjustment from 67% to 75% of a circuit judge's salary for 15 full time and 3 part-time magistrates. Total payroll increase will be \$218,000 - Mr. Livingston moved, seconded by Mr. Jackson, to support the proposal for \$218,000; reduce the Detention Center budget by \$218,000 and request the Administrator to evaluate the savings realized by these changes.

Mr. Livingston stated that if the changes do not realize a cost savings then the "pilot program" will be terminated.

Mr. Pearce inquired if the magistrate's salary can be temporarily adjusted.

Mr. Smith stated the State statute states that you cannot reduce the salary of a magistrate while they are in office.

Mr. McDonald stated from a programmatic standpoint the concept is good if the County can do so as a pilot program and review after a year.

Mr. Pearce inquired if the Chief Magistrate has the ability to voluntarily waive the statute in order to institute the pilot program.

Mr. Smith stated the statute cannot be waived.

Mr. Rose requested a friendly amendment to approve this item contingent upon Administration and Legal being able to structure the pilot program whereby if the program ceased the funding would ceased as well.

Mr. McDonald suggested earmarking the funds in the Detention Center budget and to allow Legal and Administration to work on the salary issue. If the logistics of salaries can be work out, then move the funds to the appropriate budget for expenditure.

Mr. Malinowski inquired if the costs would increase on items ordered by the Detention Center if the inmate population were to decrease and to research the option of utilizing "Skype" and/or other online services to reduce personnel costs.

The vote in favor was unanimous.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move to revise the County Bond Court processes to a 24 hour operation. This change

ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Wednesday, June 12, 2019 4:49 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 12, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

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Counties are required by law to fund the salaries of magistrates and masters-in-equity. State law has traditionally tied magistrates and masters-in-equity salaries to the salary of a circuit court judge, which is set in the state budget.

In this year's state budget (FY 19-20), circuit court judges received a significant increase in their salaries. Additionally, a proviso was passed that requires magistrate and masters-in-equity salaries to be computed differently. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

As a result of the decoupling, magistrates will be paid the same amount they were paid in FY 18-19 and will receive a 2 percent increase pursuant to the pay increase given to all state employees this year. The relevant code section dealing with magistrate salaries is § 22-8-40.

Proviso 117.157 did not decouple or freeze masters-in-equity salaries. Masters-in-equity remain tied to the circuit court judges' salaries pursuant to § 14-11-30, which provides that they must be paid up to 90 percent of a circuit court judge's salary. They also still have graduated pay scales based on county population with the 90 percent pay representing the highest paid tier. If your county has a full-time

or part-time master-in-equity, then you will be responsible for funding the increased salary of the master-in-equity.

If you have any questions about how much more your county must pay the master-in-equity please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please consult your county attorney or Daina Riley if you have questions about what tier your county is in for each position.

South Carolina Association of Counties
1919 Thurmond Mall
PO Box 8207
Columbia, SC 29202-8207
Phone: (803) 252-7255 * (800) 922-6081
FAX: (803) 252-0379
scac@scac.sc

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South Carolina Association of Counties, 1919 Thurmond Mall,
P.O. Box 8207, Columbia, SC 29202-8207

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ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Monday, June 17, 2019 1:09 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 17, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

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On June 12, 2019, SCAC sent a magistrates and masters-in-equity salary update which stated that magistrates will receive a 2 percent pay increase this year (FY 19-20). Court Administration has since opined that the 2 percent pay increase will not take effect until FY 20-21.

If you have any questions regarding this update, please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please see the attached salary schedule - available in the original Excel file, or as a PDF - as provided by Court Administration.

[Salary schedule \(Excel\)](#)

[Salary schedule \(PDF\)](#)

South Carolina Association of Counties
1919 Thurmond Mall
PO Box 8207
Columbia, SC 29202-8207
Phone: (803) 252-7255 * (800) 922-6081
FAX: (803) 252-0379
scac@scac.sc

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Richland County Council Request for Action

Subject:

Senior Resources - Request for Matching Grant Funds

Notes:

February 25, 2020 – The committee forwarded this item to Council without a recommendation.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Ashiya A. Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: February 19, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 19, 2020
Budget Review	James Hayes via email	Date:	February 19, 2020
Finance Review	Stacey Hamm via email	Date:	February 19, 2020
Approved for consideration:	County Administrator	Leonardo Brown MBA, CPM	

Committee: Administration & Finance
Subject: Senior Resources - Request for Matching Grant Funds

Recommended Action:

This is a Council member initiated request. Staff will act in accordance to the will of the body.

Motion Requested:

1. Move to approve the request for funding; or,
2. Move to deny the request for funding.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Office of Budget and Grants Management has indicated that while limited funding is available, it does not advise exceeding \$25,000. Additionally, the County Attorney’s Office has advised that the release of any funding should be contingent upon the requestor having the remaining matching funds from other members of the coalition.

Motion of Origin:

Request for matching grants funds for Senior Resources

Council Member	Paul Livingston, District 4
Meeting	Regular Session
Date	February 11, 2020

Discussion:

Senior Resources, Incorporated, has applied for the Permanent Improvement Grant through the South Carolina Department on Aging. The grant is competitive with a maximum award of \$350,000 given to two or three grantees statewide. Senior Resources, Inc., is also the only applicant in Richland County and has the support of the Central Midlands Council on Governments' Area Agency on Aging.

Applications are judged on merit, local support, and match funding; therefore, Senior Resources seeks a coalition for a 30% match (\$150,000) to request the full \$350,000 in state funds. The entity has indicated it is working with Richland County, the City of Columbia, and other private sources to build the coalition. Per conversation with Senior Resources, Inc., Executive Director Andrew Boozer, the board has identified \$60,000 within its funds to support their application. The organization is requesting \$50,000.

Grant funds will be used to create the Millwood Senior Center via the use of renovated and repurposed vacant spaces in an existing building. Senior Resources does not anticipate the new center will increase its operating budget or require new staff.

Attachments:

1. Senior Resources Memo
2. Proposed Project Description



MEMO

January 31, 2020

From the desk of

Andrew Boozer
Executive Director

Cell: 803-924-7176

Office: 803-252-7734
ext 261

abooser@
seniorresourcesinc.org

Millwood Senior Center Detailed Information

Purpose:

Create a new Senior Center as a centrally located hub to provide activities and programs that keep seniors healthy and independent.

Senior Center would be created by renovating and repurposing underutilized and vacant spaces on the first floor of the existing building and relocating office areas.

Does not increase operating budget, as it repurposes approximately 30% of existing space, and utilizes existing staffing.

Positions the agency to request future Federal and State program funds that will cover any additional program expansion, such as adding a 5th daily meal site to our programs or offering senior exercise programs.

Improves current services to Richland County seniors countywide and provides a new opportunity to expand services into the downtown Columbia area with our first senior center facility to operate in the urban area.

Transportation available for countywide access to the new facility through Senior Resources and along the COMET route which passes the building.

We are the only applicant in Richland County and have the support of the Central Midlands Council of Governments' Area Agency on Aging.

Funding:

Available through competitive grant from South Carolina Department on Aging, Permanent Improvement Project (PIP) Grant. **Deadline for application February 28, 2020.**

Funding provided by the state legislature through the revenue received by the state from gambling/BINGO laws, with maximum award of \$350,000.

Competitive statewide funding, only 2-3 awards with as many as 15 applications expected.

Applications are judged by merit and by local support and match funding.

Senior Resources seeks a coalition for a 30% match (\$150,000) to request the full \$350,000 in state funds. We are working with city, county, and private sources to build this coalition.

One-time funding request for up to \$150,000. Ideally funding will be awarded and in-hand by 2/28/2020 by grant deadline. Alternate timeline for funding is possible, but require written and authorized commitments prior to February 28, 2020 to count in our competitive application.



Board of Directors

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SC Dept Employment & Workforce

Connelly-Anne Ragley
Vice President
SC Dept of Social Services

Mark Hocutt
Secretary
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Treasurer
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Executive Committee
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Executive Committee
AllSouth Federal Credit Union

Chris Zecopoulos
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Community Advocate

Tom Brown
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Richland County

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Coldwell Banker United

Susan Forrest
BlueCross BlueShield of SC

John Leighton
South State Bank

Tracy McDowell
Verizon

Catherine Perry
Prysmian Group

J. Scott Ravan
Columbia Development

Libby Tucker
Colonial Life

Andrew Boozer
Executive Director

Proposed Project: Millwood Senior Center

Create a new Senior Center as a centrally located hub to provide activities and programs that keep seniors healthy and independent. Senior Center would be a focal point in the community and will be created by renovating and repurposing the first floor of the existing building at 2817 Millwood Avenue.

The project will include:

- ✓ **One-stop location for senior citizens and their families** to receive information and resources, as well as programming to assist aging adults.
- ✓ **Expand community-based services** to supplement and enhance current programs including nutrition, food co-operatives, resource pantry, and transportation.
- ✓ **Multipurpose room** for community events, evidence-based health and fitness activities, and specialized programs to enhance services for seniors.
- ✓ **Classroom space** for health and wellness education, health care clinics, lifelong learning, and more.
- ✓ **Training and service hub** for volunteer programming, including intergenerational Senior Corps Foster Grandparent program in partnership with local schools.
- ✓ **Serve as backup congregate meal site** for four other wellness centers in unincorporated parts of Richland County in the event of emergencies, power outages, or building repairs. Creates capacity for group dining site in the City of Columbia for the first time.
- ✓ **First of its kind in Columbia and Richland County** to provide senior center with no membership fees, provides community and need-based programming at no fee to seniors, centrally located with easy access from all points in the county.
- ✓ **Transportation services available** through Senior Resources' Senior Wheels programming (Urban and Rural services), located on the COMET route, and through other local partnerships.

Funding:

Competitive grant available through the South Carolina Department on Aging for up to \$350,000 with a minimum 30% match requirement (\$150,000). Coalitions to meet the match requirement are needed from public and private sources by **February 28, 2020**.

Contact: Andrew Boozer, Executive Director,
aboozer@seniorresourcesinc.org, cell: 803-924-7176

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

APPROVING THE SALE OF CERTAIN PROPERTY LOCATED ON FARROW ROAD; AND OTHER RELATED HERETO.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council, (“County Council”), is authorized to enter into contracts and to sell its real property;

WHEREAS, the County owns approximately 206.63 acres on Farrow Road more particularly identified by TMS Nos. 17300-02-033 and 17300-02-10 (“Property”) and has identified the Property as property the County desires to sell;

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”) with a purchaser of the Property to set forth the terms and conditions of the sale of the Property by the County to the Purchaser.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale of the Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: March 3, 2020
Second Reading:
Public Hearing:
Third Reading:



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: George W. Bullard Jr
Home Address: 332 Valley Springs Rd, Columbia, SC. 29223
Telephone: (home) 803.622.0923 (work) 803.619.2110
Office Address: PO Box 23192, Colo, 29224 (physical: 6515 N Teenholm Rd. Colo.)
Email Address: George.Bullard@ColumbiaMetro.org
Educational Background: BA(History) M.Div(divinity) Th.M(sociology) D.Min
Professional Background: 45 years as consultant to churches (Doctor of Ministry)

Male [] Female [] Age: 18-25 [] 26-50 [] Over 50 []

Name of Committee in which interested: Planning Commission

Reason for interest: Interested in community development and renewal issues throughout Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: 1 Served on master planning committee for Charlotte-Mecklenburg County (NC) several decades ago. 2 Seek to help 60+ churches in Richland County respond to community transition.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Executive Director, Columbia Metro Baptist Association

Recommended by Council Member(s): ?
Hours willing to commit each month: Flexible schedule, willing to adjust schedule for meetings and responsibilities.
my role w/ Baptists.

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

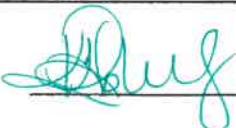
If so, describe: _____

Leopoldo Bullard Jr. 10.18.19
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.

Staff Use Only	
Date Received: <u>10-18-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Ann Thompson
Home Address: 222 Thacher Loop, Elgin, SC 29045
Telephone: (home) 803-414-2484 (work) _____
Office Address: 51st Spear's Creek Church Rd, Elgin, SC 29045
Email Address: AnnThompsonRealEstate@gmail.com
Educational Background: B.S. Biology
Professional Background: IT Recruiter, Realtor

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: To better understand the challenges we face in our County while serving the community.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am open-minded and have the ability to work well with all individuals. As a Realtor, I understand the challenges we face.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? _____

Recommended by Council Member(s): Calvin Jackson

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

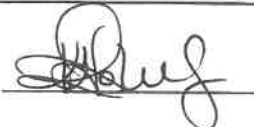

Applicant's Signature

11/25/19
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" 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: Ms. Beverly Diane Frierson
Home Address: 204 Beacon Ln - Columbia SC 29229
Telephone: (home) (803) 736-6136 (work) (803) 422-0070
Office Address: N/A

Email Address: beverlyfrierson@hotmail.com
Educational Background: Master of Science in Curriculum & Instruction
Professional Background: Retired Public School Teacher; currently organizer for

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission Buttigieg

Reason for interest: I am dedicated to Richland County's growth in a planned manner that benefits the citizens + the environment.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am fair. I embrace challenges, knowing that respectful dialogue leads to positive solutions.

Presently serve on any County Committee, Board or Commission? Yes.

Any other information you wish to give? I have a track record of exemplary service. Also, I seek opportunities to learn more about the issues, and attend required training and extra training to stay abreast of the issues.

* Recommended by Council Member(s): As many as necessary to do my job well.
Hours willing to commit each month: As many as necessary to do my job well.

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.

* I did not seek the recommendation of a Council Member. I honestly believe that excellent constituent service should not be restricted to the boundaries of a particular County Council district. If recommendations are required, I will seek them.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____

Beverly D. Iverson Sept. 23, 2019
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>9-23-19</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved ^{291 of 562} <input checked="" 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: Terrence J Taylor, Sr.
Home Address: 111 Smith Myers Road Hopkins 29061
Telephone: (home) 803-767-2914 (work) _____
Office Address: 220 OPERATION WAY CAYCE SC 29033
Email Address: Taylorfamilyprogress@gmail.com
Educational Background: Bachelors Degree Business Administration
Professional Background: Business Systems Analyst (Dominion Energy) 22 yrs
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Commission
Reason for interest: Vacancy was brought to my attention
would like to serve in my community
Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
I'm a quick study and my integrity is
one of my most prized possessions.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? _____
Recommended by Council Member(s): Dalhi Myers
Hours willing to commit each month: Flexible (15 hrs)

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

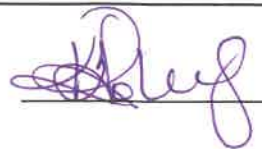
Terrence J. Taylor, Sr.
Applicant's Signature

7-17-2019
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>7-22-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 293 <input checked="" type="checkbox"/> Denied 562 <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Richard Hitchler
Home Address: 727 Queen Street Cola 29205
Telephone: (home) 803-223-4329 (work) _____
Office Address: 931 E. Main Street Lexington, SC 29272
Email Address: richard.hitchler79@gmail.com
Educational Background: BBA Finance, current MBA student @ USC
Professional Background: Sales 84 Lumber
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland County Planning Commission
Reason for interest: Concerned citizen for the use of land in the area

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

15+ years experience in construction industry

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Member of BIA

Recommended by Council Member(s): _____

Hours willing to commit each month: 3-6

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes ✓ ? No _____

If so, describe: Own several rental properties in Earlewood

[Signature]
Applicant's Signature

10/8/19
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-11-19</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	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Bryan Grady

Home Address: 1100 Pulaski St, Apt. 107, Cola. 29201

Telephone: (home) 803-906-0080 (work) 803-896-8577

Office Address: 300-c Outlet Pointe Blvd., Cola. 29210

Email Address: bryan.grady@gmail.com

Educational Background: Ph.D. planning & public policy, Rutgers Univ.

Professional Background: B.A., economics, Univ. of North Carolina
Chief Research Officer, SC Housing, 67 years of public sector employment

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning

Reason for interest: desire to serve, professional expertise

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:
diligence/attention to detail, research/data analytics background,
ability to apply expertise to wide variety of situations

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? n/a

Recommended by Council Member(s): Allison Terraco

Hours willing to commit each month: ~20-40 depending on needs

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____


Bryant P. Duff
Applicant's Signature

10/12/19
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>10-15-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" 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: Martina Maorer

Home Address: 1507 Romain Dr. Columbia SC 29210

Telephone: (home) 803-404-7895 (work) _____

Office Address: _____

Email Address: Martinamaorer@gmail.com

Educational Background: Highschool / Some college

Professional Background: Customer Service

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: Loves to find ways for the community to relate to the area / county through different outlets

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Goal driven, Marketing major, Team Orientated, Ideas to include the community

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? _____

Recommended by Council Member(s): N/A

Hours willing to commit each month: 30hrs

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.


Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

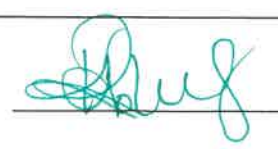
10-11-19

Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: <u>10-16-19</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: JOSEPH BERNARD

Home Address: 185 ALEXANDER CIRCLE, COLUMBIA 29206

Telephone: (home) 239-248-4967 (work) _____

Office Address: 120 GATEWAY CORPORATE BLVD, COLUMBIA 29203

Email Address: JBBERNARD1102@GMAIL.COM

Educational Background: MASTER'S HEALTHCARE, MASTER'S MGMT, BS CIVIL ENGINEERING

Professional Background: HOSPITAL ADMINISTRATION (PRIVIDENCE HEALTH)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: PLANNING COMMISSION

Reason for interest: I AM INTERESTED IN DEVELOPMENT AND ECONOMIC GROWTH, AND I SUPPORT PROTECTING GREENSPACE AREAS AS WELL

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

LEADERSHIP AND EXECUTIVE EXPERIENCE; WILLING TO JUMP IN TO SERVE

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? RETIRED IN 2005 FROM THE MARINE CORPS

Recommended by Council Member(s): JOE WALKER

Hours willing to commit each month: 4-6

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____


Joseph Bernales
Applicant's Signature

Oct 17, 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>10-18-19</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**MAINTENANCE AND SECURITY AGREEMENT BETWEEN RICHLAND COUNTY AND THE CITY OF
COLUMBIA FOR GILLS CREEK SECTION A GREENWAY**

THIS AGREEMENT, entered into by and between the City of Columbia ("City"), a political subdivision of the State of South Carolina, and Richland County ("Richland"), a political subdivision of the State of South Carolina, organized and existing under and by virtue of the laws of the State of South Carolina, collectively the "Parties."

WHEREAS, Richland intends to construct the Gills Creek Greenway Section A from the intersection of Fort Jackson Boulevard and Crowson Road to a point south or as far as funds allow for approximately 2 miles in Columbia, South Carolina ("Greenway"); and,

WHEREAS, the Parties desire to enter into this Maintenance and Security Agreement in order to allocate the respective long-term maintenance and security responsibilities for the designated items and areas between Richland and the City as specified in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Greenway.

Richland shall have designed and constructed the Greenway. The current proposed Greenway plan, which is subject to change, will adhere to the City of Columbia Engineering Standards for Trail System. Richland will secure and provide compensation for all property rights (i.e. deeds, easements, and rights-of-way) necessary for construction and maintenance of the Greenway. Said property rights will be conveyed to the City at the completion of Greenway construction upon the City's acceptance of the project. Such acceptance shall not be unreasonably withheld. The City will require the project comply with all applicable Codes. Richland will also provide all final as-built plans delineating changes to the project during construction for future use by the City. The Greenway with the following: The parties agree that in no event will the proposed Greenway alignment include any connection to the Hampton Estates neighborhood, nor will the Greenway alignment be located in whole or in part in the Hampton Estates neighborhood, with the entirety of the system germane on the west bank.

2. The City's Responsibilities.

- a. City agrees to operate those portions of the Facilities and Greenway as are in the City limits in a non-discriminatory manner with regards to race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability. The City further agrees to operate and maintain those portions of the Facilities and Greenway in the City limits in a safe and usable manner for their intended purposes throughout the term of this agreement. The City further agrees to provide sufficient and appropriate police patrol of the Greenway as a part of its normal police functions within the City, so long as the Greenway exists and is within the municipal limits of the City.

- b. The City agrees to the following specific maintenance responsibilities for those locations within the City limits for the Greenway throughout the term of the agreement:
 - i. Boardwalks: City will maintain all boardwalks that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the boardwalks.
 - ii. Retaining walls: City will maintain all retaining walls that may be part of the Greenway. This responsibility includes maintaining the appearance and integrity of the retaining walls.
 - iii. Concrete sidewalks, curbs and ADA pavers: City will maintain all concrete sidewalks, curbs, ADA pavers and pavement markings along the Greenway. This responsibility includes maintaining the appearance and integrity of these items included in the greenway project scope.
 - iv. Landscaping, fencing and signage: City will maintain the full range of services required for the upkeep of all new plant material, greenscreen fencing and wayfinding signage as detailed and installed in the areas encompassed within the Greenway. For avoidance of doubt, this does not obligate Richland or the City to enter into negotiations for reallocation of this particular maintenance item nor does this obligate the City to accept reallocation of this particular maintenance responsibility.
 - v. Bollards: City will maintain all bollards. This responsibility includes the maintaining the integrity and appearance of the bollards proposed and built for the project.

- vi. Lighting and light fixtures: Richland's contractor to install all lighting, lighting fixtures, and call boxes, and the City shall maintain all lighting, all light fixtures and call boxes after the completion of construction and acceptance of the project.
- vii. Benches and garbage containers: City will maintain all benches, trash and garbage containers and provide regular collection of those. This responsibility includes maintaining the appearance and integrity of the benches and trash containers.
- viii. Crosswalk surface treatment: City will maintain the crosswalk surface treatment. This responsibility will include the appearance and integrity of the crosswalk surface treatment.
- ix. Parking lot: City will maintain the paved or gravel parking lot. This responsibility will include the appearance and integrity of the parking lot.
- x. Public toilet facilities: City will maintain all toilet facilities. This responsibility will include the appearance, servicing and integrity of the public toilets along the Greenway.
- xi. Drinking fountains: City will maintain all drinking fountains. This responsibility will include the appearance, servicing and integrity of the drinking fountains along the Greenway.
- xii. Bike racks: City will maintain all racks. This responsibility will include the appearance, and integrity of the bike racks along the Greenway.
- xiii. Kiosk: City will maintain any kiosks that have been planned and constructed for the project. This responsibility will include the appearance and integrity of such kiosks.

3. Miscellaneous Provisions.

a. The City's obligations shall commence upon completion of the Greenway project and acceptance by the City. It is intended that the Parties to this Agreement recognize and acknowledge that as governmental entities, their authority and capacity to perform the maintenance obligations identified herein is subject to each maintaining the respective legal authority to do so. In addition, the allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained.

b. This Agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the Agreement.

c. This Agreement is to be governed, construed and interpreted by the laws of the State of South Carolina. ~~The parties do not waive sovereign immunity except to the extent that litigation may be commenced in the Circuit Court for Richland County, South Carolina as may be necessary.~~ The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.

d. The official executing this Agreement on behalf of the City of Columbia will represent and assert actual authority to bind the City to the obligations and commitments made in this Agreement. Similarly, the official executing this Agreement on behalf of Richland County will represent and assert actual authority to bind Richland County to the obligations and commitments made in this Agreement.

e. Waiver: The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

f. Notice: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
 City Manager
 Post Office Box 147
 Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States **Mail**, Certified, Return

Receipt Requested, postage prepaid and addressed to:

Richland County Administrator
2020 Hampton Street
PO Box 192
Columbia, SC 29202

Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

g. Agreement Interpretation: Ambiguities in the terms of this Agreement, if any, shall not be construed against the City of Columbia nor Richland County.

h. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision determined to be void or unforeseeable, all other provisions shall remain in full force and effect.

~~i. Captions and Headings: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.~~

j. Entire Agreement. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

k. Term. The term of this Agreement is twenty (20) years from the date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in original, as of the as of the date of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

By: _____

ITS: City Manager

DATE:

RICHLAND COUNTY

BY: _____

Leonardo Brown

ITS: County Administrator

DATE: _____



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 11, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph. D	

Committee

Subject: Financial Participation Agreement between SCDOT and Richland County- Rabbit Run Drainage Improvement

Background Information:

The Southeast Richland Neighborhood (SERN) project is one that originally included installing a shared use path along Rabbit Run S-2089 (an SCDOT road.) There was an existing culvert running under the road that was undersized, which caused regular flooding on the road and in the neighborhood upstream of the pipe. For this reason, this project was expanded to include an upsize in this drainage system.

In July of 2017, the PDT, on behalf of Richland County, submitted a Drainage Participation Request Form for the SERN project to SCDOT. Richland County requested SCDOT participation in making the required drainage improvements to Rabbit Run because the road and existing culvert belonged to SCDOT. By including the culvert upsize in the County’s project, the County addressed an SCDOT drainage issue. Through this agreement, the SCDOT would reimburse Richland County 12% of the incurred project expenses for the drainage improvement up to \$33,049 for FY 2019-2020.

Recommended Action:

Staff recommends accepting the agreement.

Motion Requested:

Move to accept the agreement

Request for Council Reconsideration: No

Fiscal Impact:

The external funding from SCDOT provides up to \$33,049 in funding for the SERN project.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
-----------------------	-----

Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

Attachment 1- Drainage Project Participation Request SERN-signed

Drainage Project Participation Request Form

Applicant: Richland County

Project Description: Rabbit Run (S-2089) Drainage Project - Goose Branch Culvert Installation as part of the Southeast Richland Neighborhood (SERN) Improvements Master Plan

Will the project eliminate/reduce flooding on state roads? (circle response)

- Eliminate
- Reduce
- No flooding present

How will this project improve drainage on SCDOT rights-of-way?

Goose Branch currently overtops Rabbit Run during heavy rains due to the low profile of the road and the inadequate capacity of the 18" and 30" cross line pipes compared to the double barrel box culverts downstream under US 378 and the 72" pipe upstream at Quail Creek Drive. Raising the road and installing the proposed arch culverts would allow the 1% annual chance storm (100-Year) to pass through the arch culverts without overtopping the road and would meet Richland County's requirement that the Base Flood Elevations (BFE's) established by the Federal Emergency Management Agency (FEMA) would not be increased.

Number of property owners that will be affected by this project?

R/W acquisition will be necessary from 10 properties. Flooding will be reduced on 17 properties

What storm frequency currently causes flooding to the majority of these owners?

- 2 year
- 10 year
- 25 year
- 50 year

How many years has this drainage problem existed?

- 0 to 5 years
- 6 to 10 years
- 11 to 15 years
- > 15 years

Downstream Impact:

- Significant
- Minor
- No adverse impact

What is SCDOT's contribution to the drainage area? 12%

Other Public Entities Participating in Project: Richland County

Estimated Total Project Cost: \$1,000,000

Amount Requested from SCDOT with Invoice Schedule by Fiscal Year: \$500,000 FY '19 \$500,000 FY '20

Estimated Construction Date: Summer 2018

Estimated Completion Date: Spring 2020

Applicant's Name: Roger Sears

Signature:

Title: Richland County Transportation Program Manager

Date: July 6, 2017



Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
Richland County
(Rabbit Run Drainage Improvements)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the Richland County (hereinafter referred to as "PARTICIPANT") (collectively referred to as "Parties") for the below described Project:

WITNESSETH THAT:

WHEREAS, PARTICIPANT is undertaking a drainage improvement project (hereinafter "Project"); and

WHEREAS, PARTICIPANT has asked for financial assistance from SCDOT; and

WHEREAS, the Project will benefit SCDOT; and

WHEREAS, SCDOT is agreeable to fund a portion of the Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out PARTICIPANT'S obligations covered under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and PARTICIPANT do hereby agree as follows:

I. PROJECT DESCRIPTION

PARTICIPANT is undertaking a drainage improvement project in its jurisdiction that will benefit both PARTICIPANT and SCDOT. Additional Project information is included in PARTICIPANT'S Drainage Project Participation Request Form (attached hereto and incorporated herein) submitted to SCDOT under the terms of SCDOT Engineering Directive 48.

II. PROJECT SCOPE

PARTICIPANT is responsible for designing, procuring, and constructing the Project.

PARTICIPANT will submit an encroachment permit application to SCDOT and obtain an Encroachment Permit prior to commencement of any work.

III. FUNDING

PARTICIPANT estimates the total Project cost to be \$1,000,000. It has been determined that SCDOT contributes 12% of the storm water discharge to this drainage issue. Therefore, SCDOT will reimburse the PARTICIPANT 12% of the incurred Project expenses, up to a maximum of \$33,049 in Fiscal Year 2019-2020. If additional funding becomes available in subsequent years, it will be addressed with a Supplement to this Agreement.

SCDOT will make payment to PARTICIPANT for eligible Project costs incurred by PARTICIPANT up to the amount identified above based on valid reimbursement requests or invoices submitted by PARTICIPANT to SCDOT.

All reimbursement requests or invoices must be supported by PARTICIPANT'S financial records. PARTICIPANT will submit reimbursement requests or invoices to SCDOT not more often than monthly.

IV. SCDOT WILL:

- A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- B. Reimburse PARTICIPANT as indicated in Section III of this Agreement.
- C. To the extent permitted by existing South Carolina law, assume complete responsibility for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in the performance of or participation in the work undertaken under this Agreement.
- D. Accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices.
- E. Review and process encroachment permit application to ensure that the PROJECT will adhere to acceptable SCDOT standards.

V. PARTICIPANT WILL:

- A. Provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of the Project.
- B. Procure all goods and services necessary for the PROJECT in accordance with the South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, *et seq.*) and the regulations promulgated pursuant thereto; or PARTICIPANT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-35-50.
- C. At the completion of the PROJECT, certify that all applicable Procurement Requirements have been met for the PROJECT and provide a list of all consultants, contractors, and vendors used on the PROJECT, and the total dollar value paid to each.
- D. Update SCDOT as necessary with regards to the status of the Project.
- E. Provide SCDOT with copies of all documents produced for Project upon request.
- F. To the extent permitted by existing South Carolina law, assume complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on PARTICIPANT'S part, or the part of any employee or agent of PARTICIPANT in performance of work undertaken under this Agreement.

VI. GENERAL TERMS

- A. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- B. AMENDMENTS. PARTICIPANT, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
- C. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.

- D. TERMINATION. This Agreement may be terminated by either Party upon written notice to the other. If this Agreement is terminated, the Parties will be obligated on a *quantum meruit* basis.
- E. DISPUTES. All claims or disputes shall be filed with SCDOT's Resident Maintenance Engineer (RME). The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the RME, the Parties may appeal the claim or dispute to the Deputy Secretary for Engineering (DSE). The DSE's decision in the matter shall be final and conclusive for both Parties.
- F. NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:
1. As to SCDOT:
South Carolina Department of Transportation
955 Park Street
Post Office Box 191
Columbia, South Carolina 29202-0191
Attn.: Deputy Secretary for Engineering
 2. As to PARTICIPANT:
Richland County
2009 Hampton Street
Columbia, SC 29204
Attn: Transportation Director
- G. WAIVERS. No waiver of any event of default by SCDOT or PARTICIPANT hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.
- H. SUCCESSORS AND ASSIGNS. SCDOT and PARTICIPANT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that no Party

shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

- I. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT and PARTICIPANT, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- J. SAVINGS CLAUSE Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.
- K. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. AUTHORITY TO EXECUTE By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.
- M. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

FPA-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Richland County

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Engineering
or Designee

CONCUR:

Deputy Secretary for Finance and Administration

RECOMMENDED BY:

Director of Maintenance

Richland County Attorney's Office

B. J. ... 2/12/20

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



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael Niermeier
Department: Transportation Department
Date Prepared: January 23, 2020 **Meeting Date:** Feb. 25, 2020

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:		Assistant County Administrator	
Committee	Transportation Ad Hoc Committee		
Subject:	Mitigation Credit Sales		

Recommended Action:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Motion Requested:

Approval of the requested mitigation credit sales.

Request for Council Reconsideration: Yes

Fiscal Impact:

This mitigation credit sale will generate \$122,658.82, which will be credited to the Transportation Penny Program.

Motion of Origin:

Staff recommendation.

Council Member	
Meeting	
Date	

Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the City of Sumter for an Army Corps of Engineers (ACE) 404 Permit for the construction of the Shot Pouch Greenway as described in the attachments. This bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation projects. The contract the County holds with mitigation bankers also allows the County to sell surplus credits, and retain 92% of the sale value. Funding from previous credit sales has been credited back to the Transportation Program as the Program wholly funded this mitigation bank.

Project Name: Shot Pouch Greenway

Richland County Share: \$122,658.82

Attachments:

- 1) ACE 404 Permit Application City of Sumter_Shot Pouch Greenway
- 2) Surplus Credit Sale Checklist City of Sumter_Shot Pouch Greenway 12.16.19
- 3) Credit Sales Contract_City Manager Signed_20 Dec 19

Joint Federal and State Application Form For Activities Affecting Waters of the United States Or Critical Areas of the State of South Carolina		This Space for Official Use Only	
		Application No.	
		Date Received	
		Project Manager	
		Watershed #	
<i>Authorities:</i> 33 USC 401, 33 USC 403, 33 USC 407, 33 USC 408, 33 USC 1341, 33 USC 1344, 33 USC 1413 and Section 48-39-10 et. Seq of the South Carolina Code of Laws. These laws require permits for activities in, or affecting, navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. The Corps of Engineers and the State of South Carolina have established a joint application process for activities requiring both Federal and State review or approval. Under this joint process, you may use this form, together with the required drawings and supporting information, to apply for both the Federal and/or State permit(s).			
<i>Drawings and Supplemental Information Requirements:</i> In addition to the information on this form, you must submit a set of drawings and, in some cases, additional information. A completed application form together with all required drawings and supplemental information is required before an application can be considered complete. See the attached instruction sheets for details regarding these requirements. You may attach additional sheets if necessary to provide complete information.			
1. Applicant Last Name: Repsch		11. Agent Last Name (agent is not required): Clarey	
2. Applicant First Name: Mike		12. Agent First Name: Ryan	
3. Applicant Company Name: Agent for The City of Sumter		13. Agent Company Name: Newkirk Environmental, Inc.	
4. Applicant Mailing Address: 111 E. Chapel Hill St., Suite 100		14. Agent Mailing Address: PO Box 746	
5. Applicant City: Durham		15. Agent City: Mt. Pleasant	
6. Applicant State: NC	7. Applicant Zip: 27701	16. Agent State: SC	17. Agent Zip: 29465
8. Applicant Area Code and Phone No.: 919-484-8448		18. Agent Area Code and Phone No.: (843) 388-6585	
9. Applicant Fax No.:		19. Agent Fax No.: (843) 388-6580	
10. Applicant E-mail: mikerepsch@ataplanning.com		20. Agent E-mail: ryan@newkirkenv.com	
21. Project Name: Shot Pouch Greenway		22. Project Street Address: Holiday Drive	
23. Project City: Sumter	24. Project County: Sumter	25. Project Zip Code: 29483	26. Nearest Waterbody: Shot Pouch Branch
27. Tax Parcel ID: Multiple IDs within linear project		28. Property Size (acres): 40.35	
29. Latitude: 33.95333333°		30. Longitude: 80.35805556°	
31. Directions to Project Site (Include Street Numbers, Street Names, and Landmarks and attach additional sheet if necessary): See Supporting Document Section 1.1			
32. Description of the Overall Project and of Each Activity in or Affecting U.S. Waters or State Critical Areas (attach additional sheets if needed): See Supporting Document Section 4.0			
33. Overall Project Purpose and the Basic Purpose of Each Activity In or Affecting U.S. Waters (attach additional sheets if needed): See Supporting Document Section 3.0			
34. Type and Quantity of materials to be Discharged		35. Type and Quantity of Impacts to U.S. Waters (including wetlands).	
Dirt/Topsoil:	cy	Filling:	0.66 <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft ² <input checked="" type="checkbox"/> cy
Clean Sand:	cy	Backfill/Bedding:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Mud:	cy	Landclearing:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Clay:	cy	Dredging:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Gravel/Rock/Stone:	cy	Flooding:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Concrete:	cy	Draining/Excavation:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
Other (describe)	cy	Shading:	<input type="checkbox"/> acres <input type="checkbox"/> ft ² <input type="checkbox"/> cy
TOTAL:	cy	TOTAL:	0.66 <input checked="" type="checkbox"/> acres <input type="checkbox"/> ft ² <input checked="" type="checkbox"/> cy

36. Individually list wetland impacts including mechanized clearing, fill, excavation, flooding, draining, shading, etc. and attach a site map with location of each impact (attach additional sheets if needed).

Impact No.	Wetland Type	Distance to Receiving Water body (LF)	Purpose of Impact (road crossing, impoundment, flooding, etc)	Impact Size (acres)
Wetland Fill C	Freshwater JD wetland	+/-100	Multi-use path	0.01
Wetland Fill D	Freshwater JD wetland	+/-0	Multi-use path	0.39
Wetland Fill E	Freshwater JD wetland	+/-0	Multi-use path	0.26
Total Wetland Impacts (acres)				0.66

37. Individually list all seasonal and perennial stream impacts and attach a site map with location of each impact (attach additional sheets)

Impact No.	Seasonal or Perennial Flow	Average Stream Width (LF)	Impact Type (road crossing, impoundment, flooding, etc)	Impact Length (LF)
Total Stream Impacts (Linear Feet)				

38. Have you commenced work on the project site? YES NO If yes, describe all work that has occurred and provide dates.
 No

39. Describe measures taken to avoid and minimize impacts to Waters of the United States:
 See Supporting Document Section 6.0

40. Provide a brief description of the proposed mitigation plan to compensate for impacts to aquatic resources or provide justification as to why mitigation should not be required (Attach a copy of the proposed mitigation plan for review):
 See Supporting Document Section 3.0

41. See the attached sheet to list the names and addresses of adjacent property owners.
 See Attached Forms

42. List all Corps Permit Authorizations and other Federal , State, or Local Certifications, Approvals, Denials received for work described in this application:
 JD currently Pending submitted 5/20/17. Request attached as Appendix C.

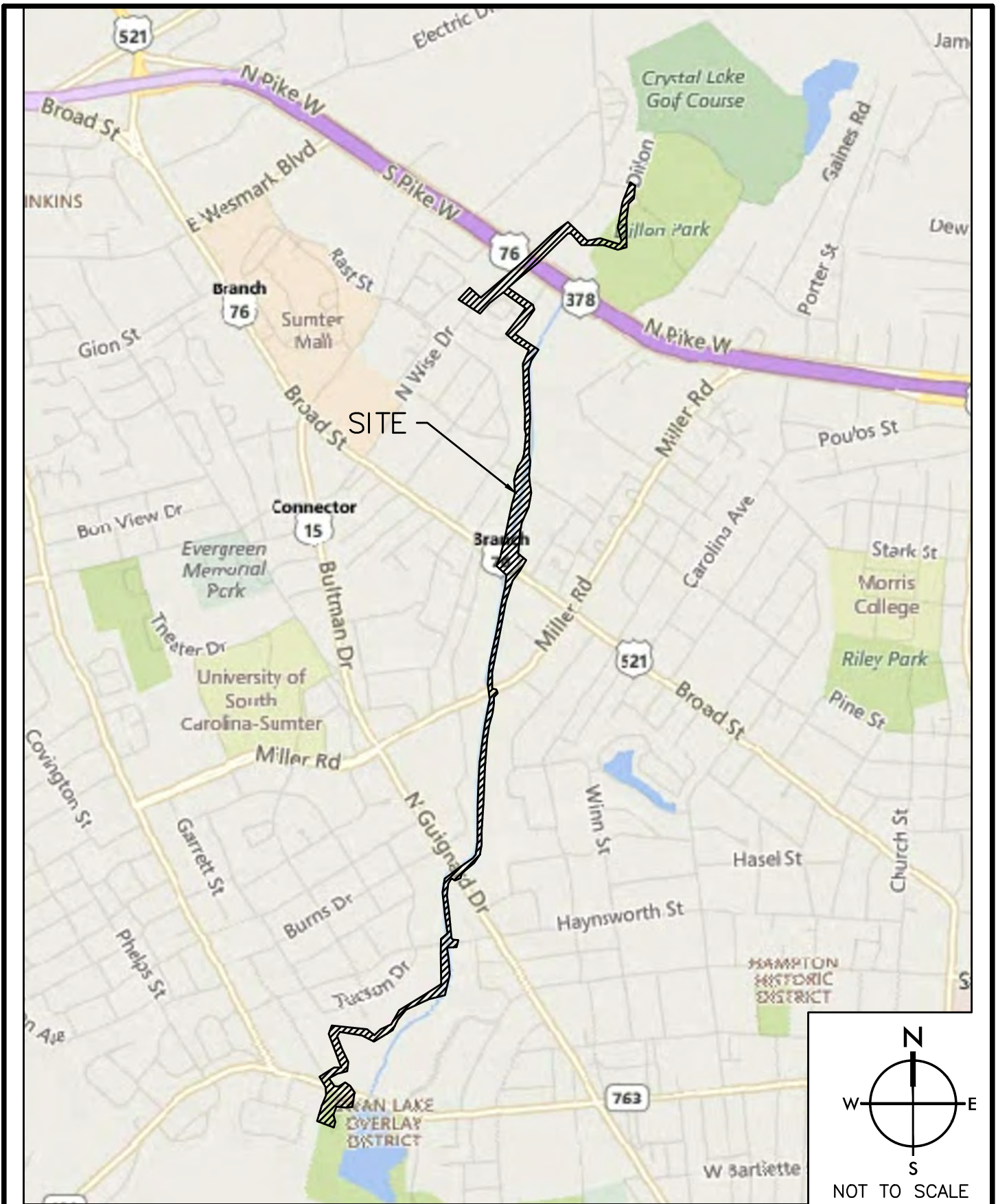
43. Authorization of Agent. I hereby authorize the agent whose name is given on page one of this application to act in my behalf in the processing of this application and to furnish supplemental information in support of this application. ¹

Michael S. Repert 12/14/18
 Applicant's Signature Date

44. Certification. Application is hereby made for a permit or permits to authorize the work and uses of the work as described in this application. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent for the applicant. ¹

Michael S. Repert 12/14/18 *Rylee* 12/14/18
 Applicant's Signature Date Agent's Signature Date

¹ The application must be signed by the person who desires to undertake the proposed activity or it may be signed by a duly authorized agent if the authorization statement in blocks 11 and 43 have been completed and signed. 18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

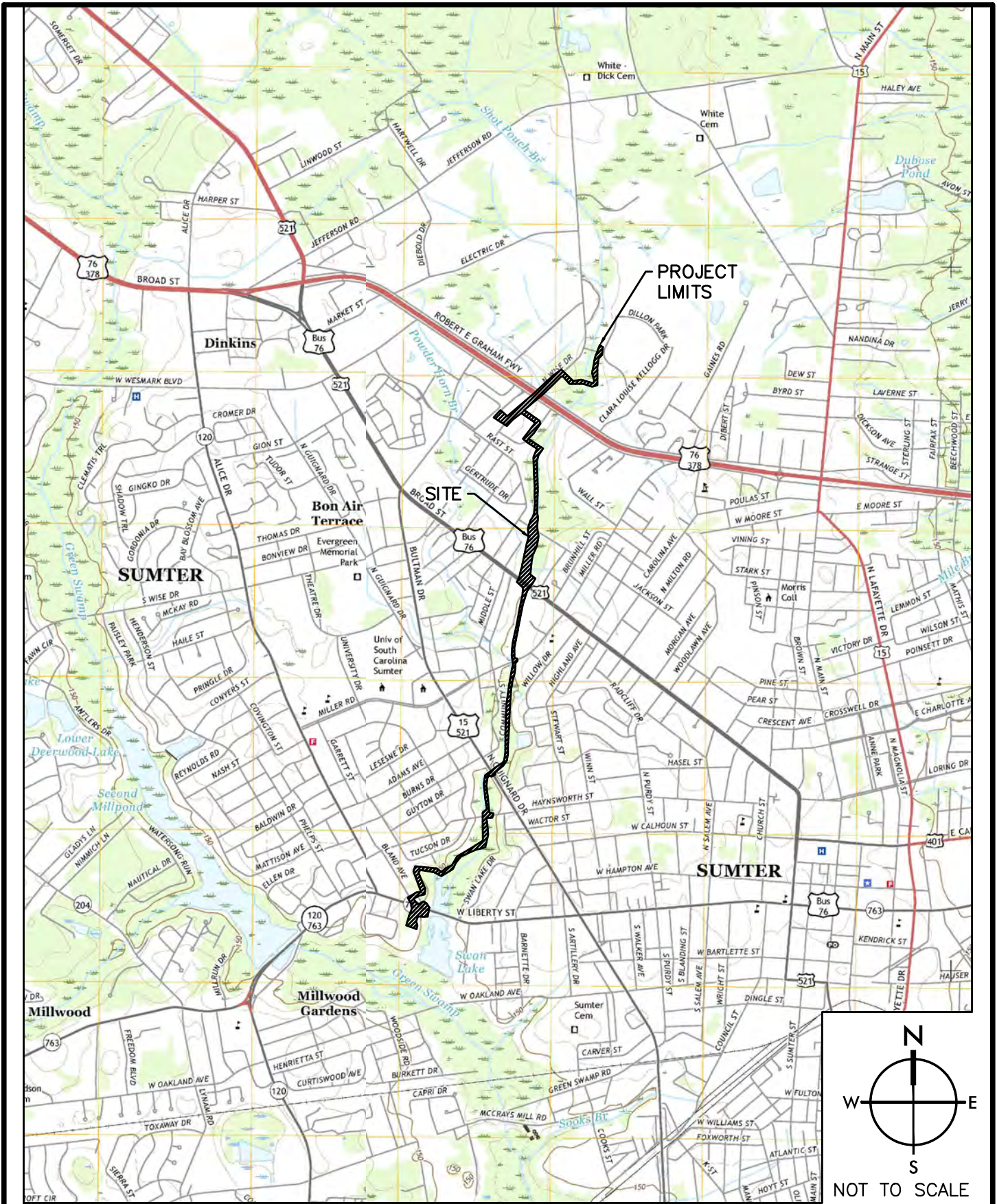


LATITUDE: 33.57°11.96" N LONGITUDE: 80.21°29.22" W

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

SITE LOCATION





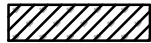

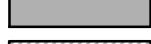

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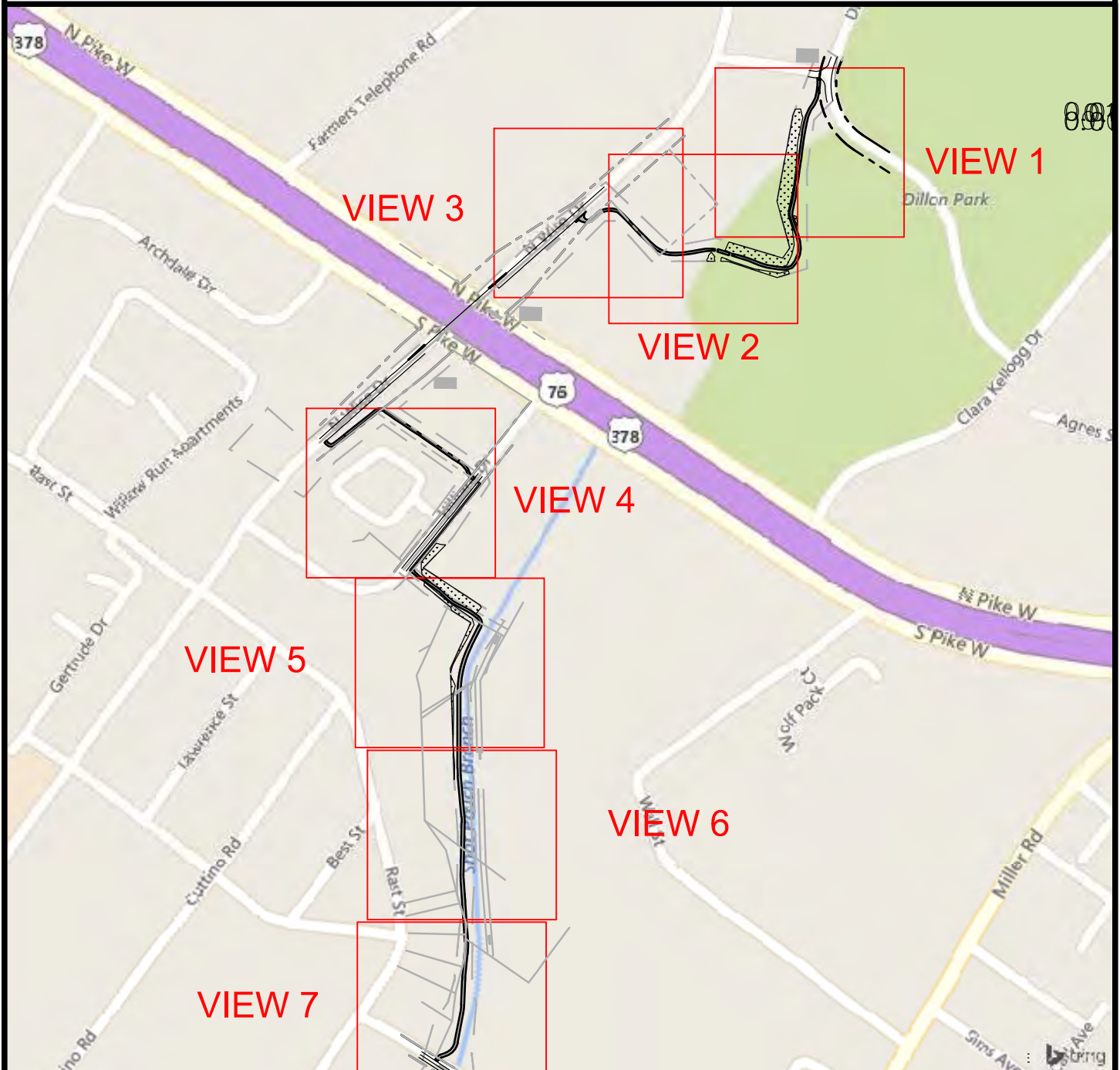
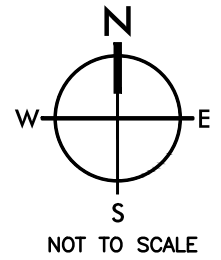
Activity:
 MULTI-USE PATH CONSTRUCTION
 Project:
 SHOT POUCH BRANCH GREENWAY

Applicant:
 ALTA PLANNING & DESIGN, INC.
 111 E. CHAPEL HILL ST., SUITE 100
 DURHAM, NC 27701
 PHONE: (919) 484-8448

USGS MAP
 Sheet 2 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY





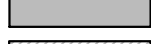

Location:
SUMTER, SC

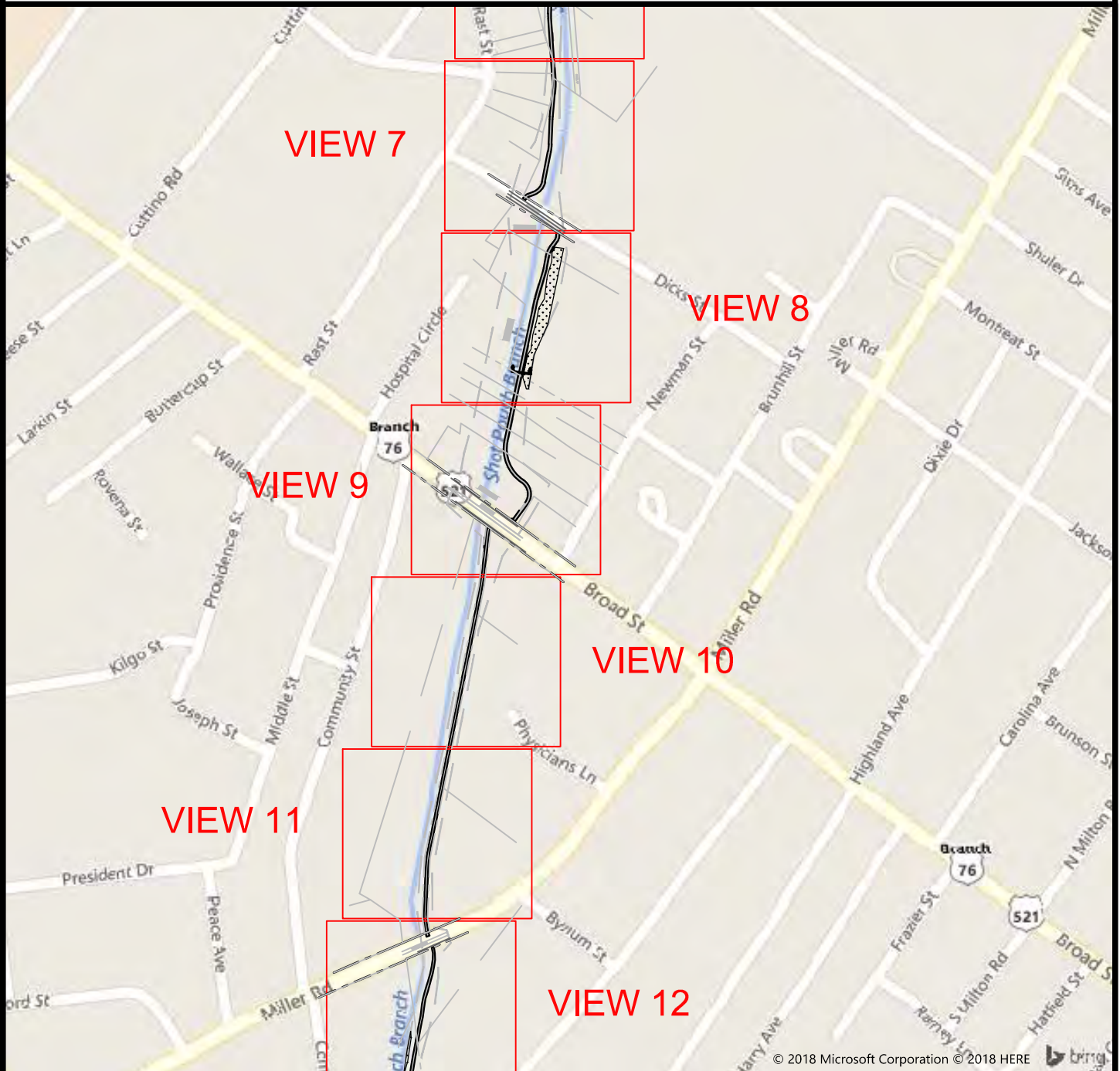
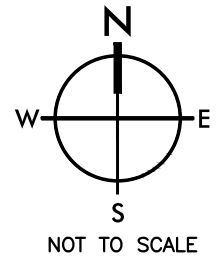
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

KEY MAP 1

Revised: NA
Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED







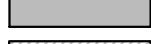

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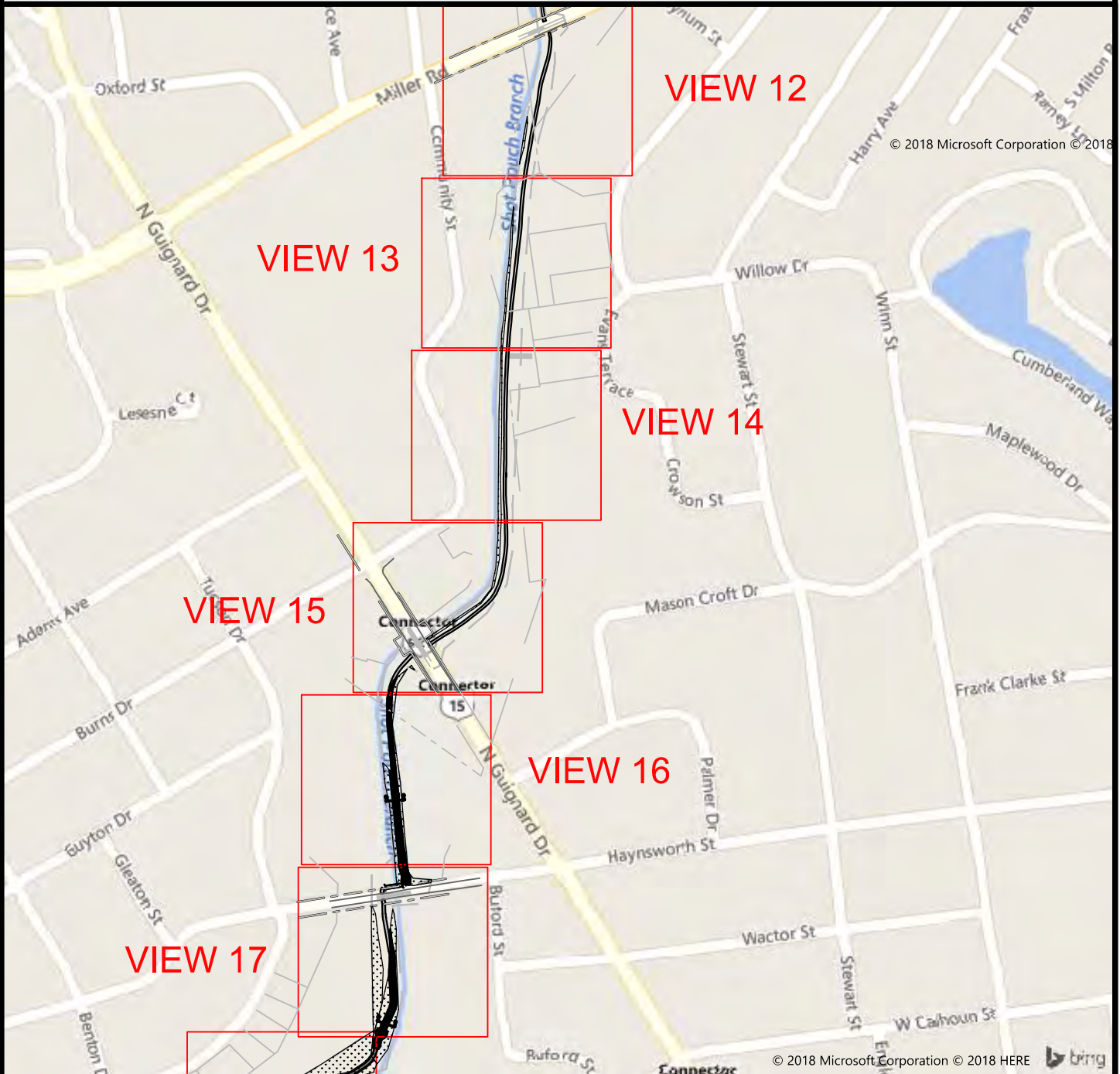
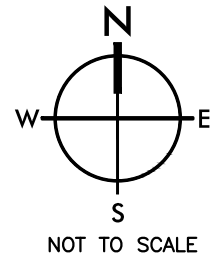
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

KEY MAP 2
Sheet 4 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY






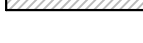
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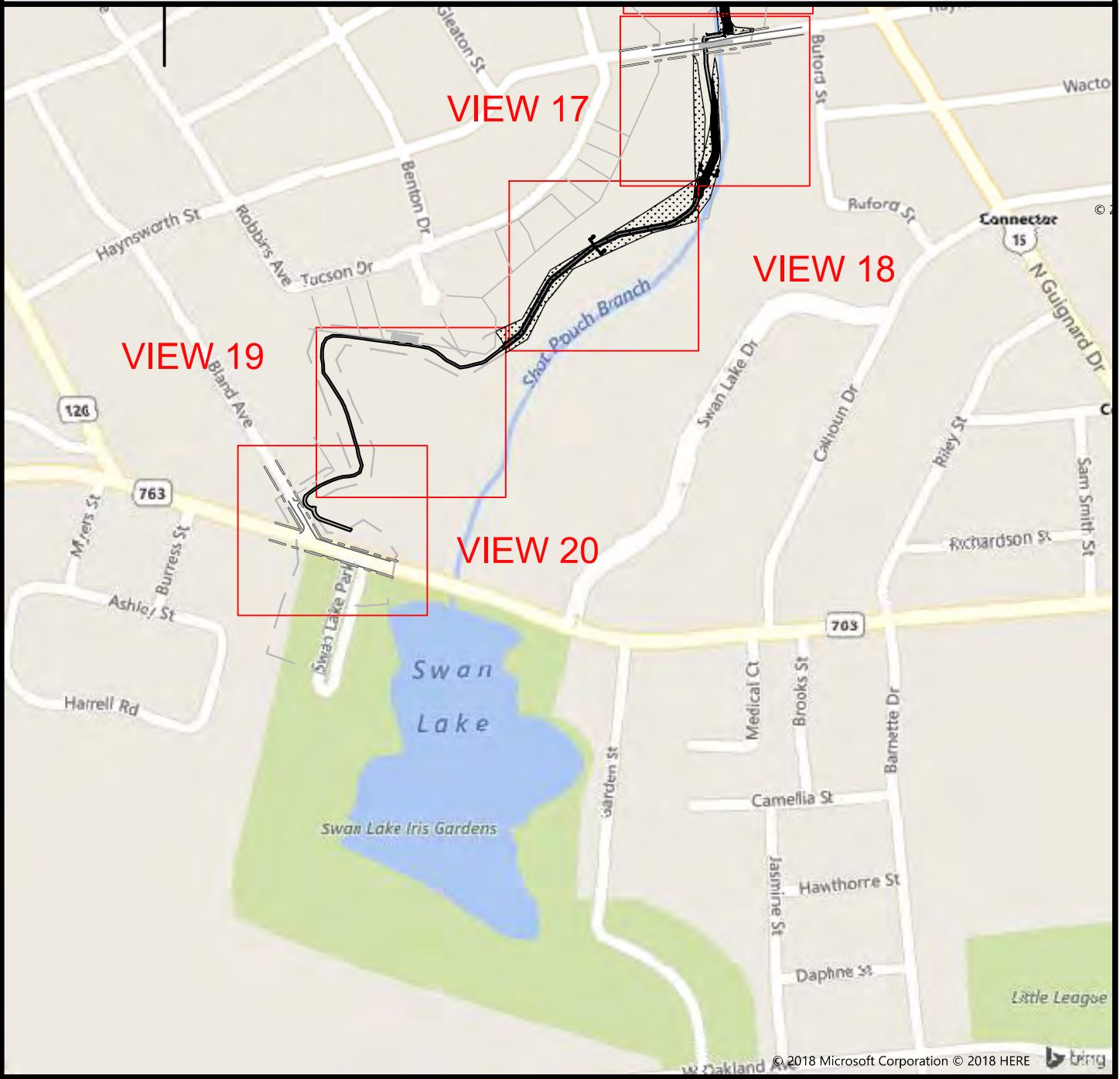
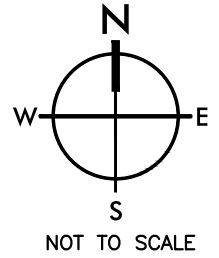
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

KEY MAP 3

Sheet 5 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED/RE-PAVED



Activity:
MULTI-USE PATH CONSTRUCTION



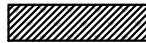



Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

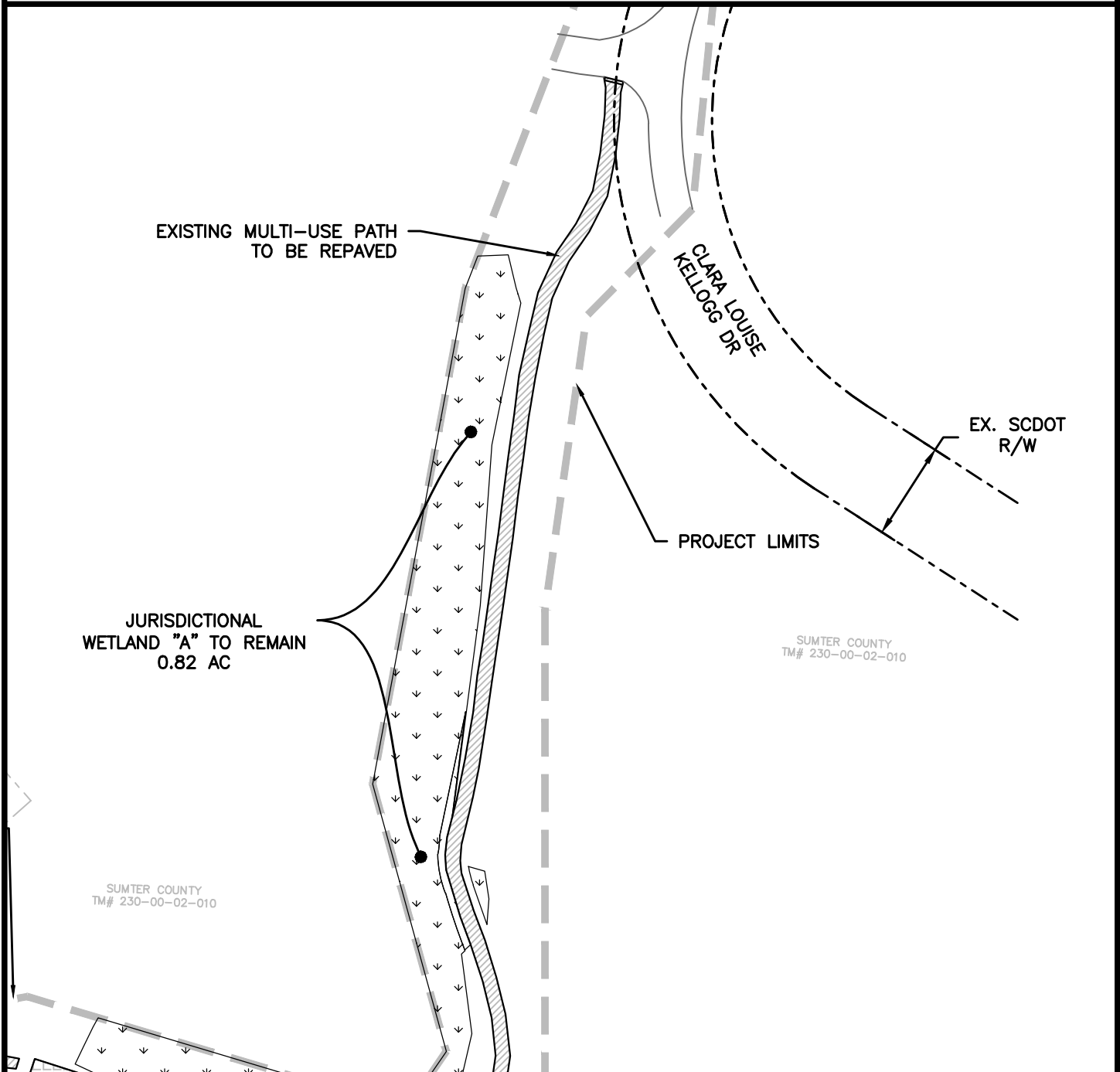
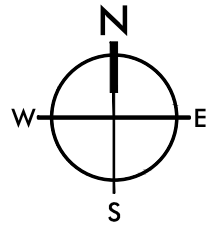
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

KEY MAP 4

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN

SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY






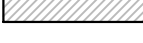
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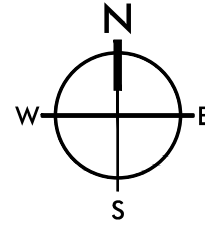
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

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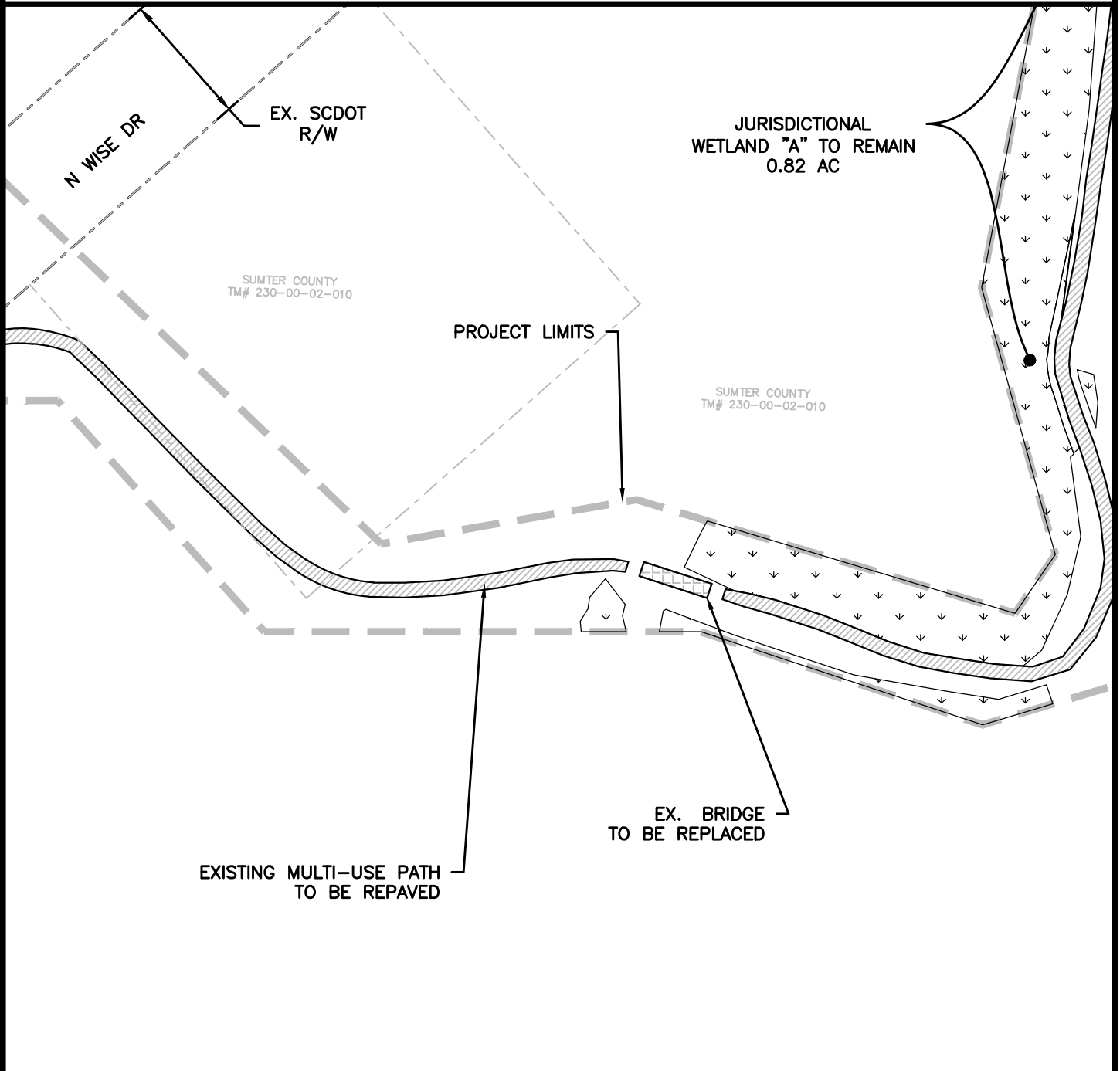
Sheet 7 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'







Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

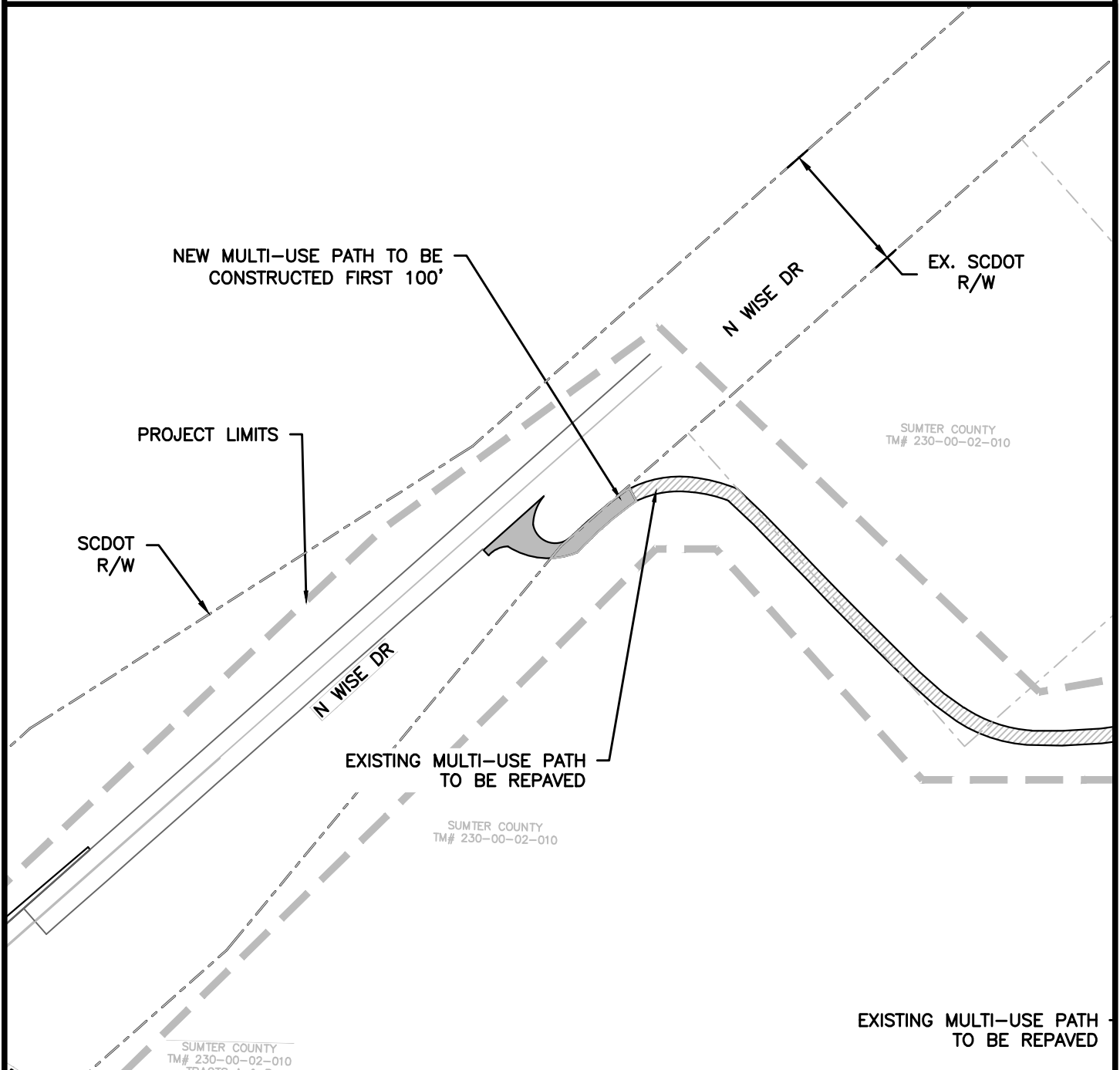
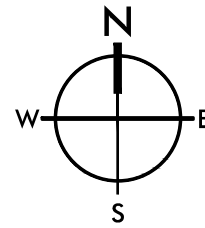
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 2
Sheet 8 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

SCALE: 1" = 100'









Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

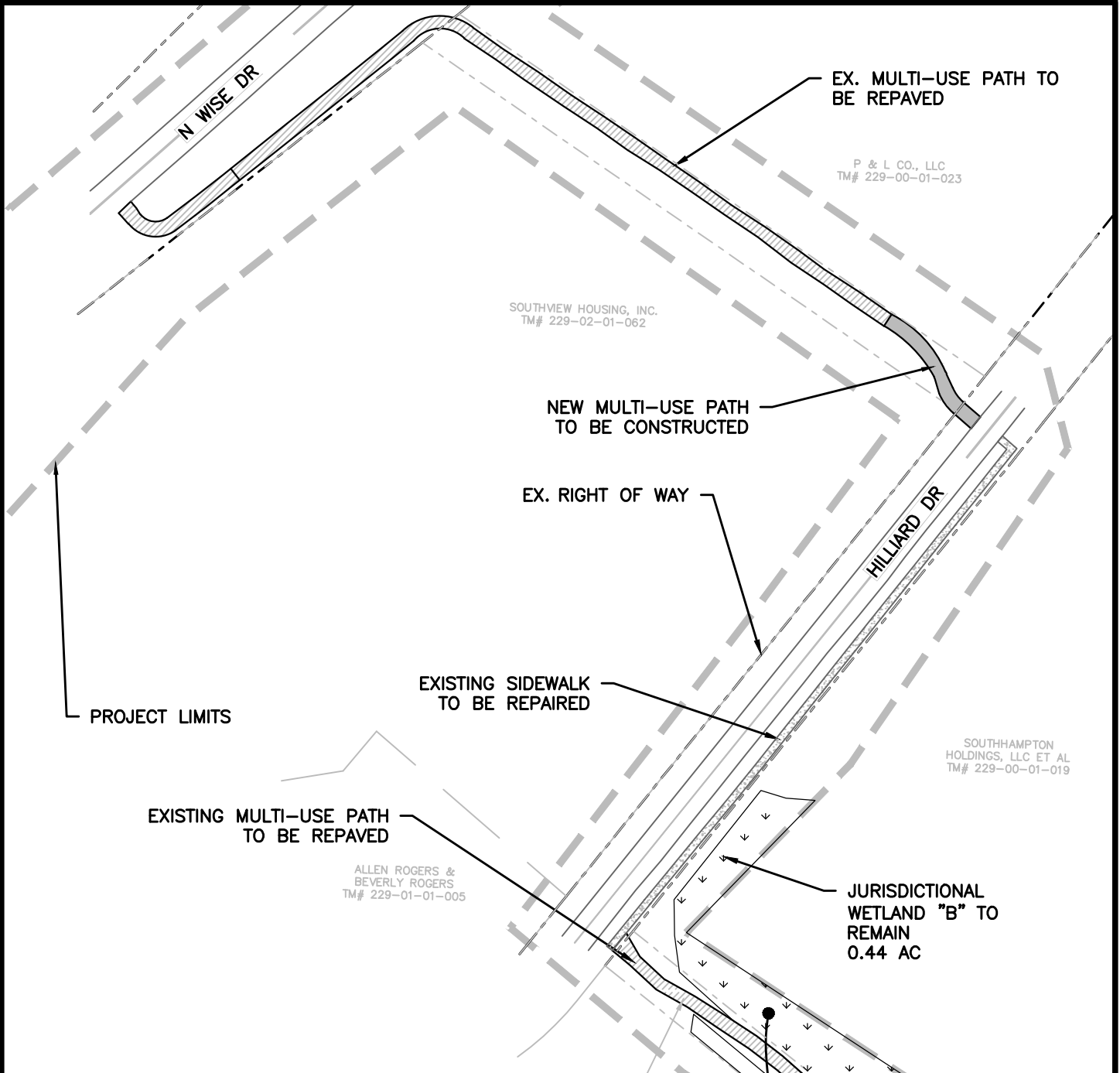
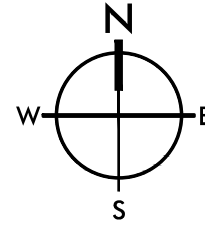
Applicant:
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VIEW 3
Sheet 9 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'



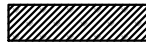





Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

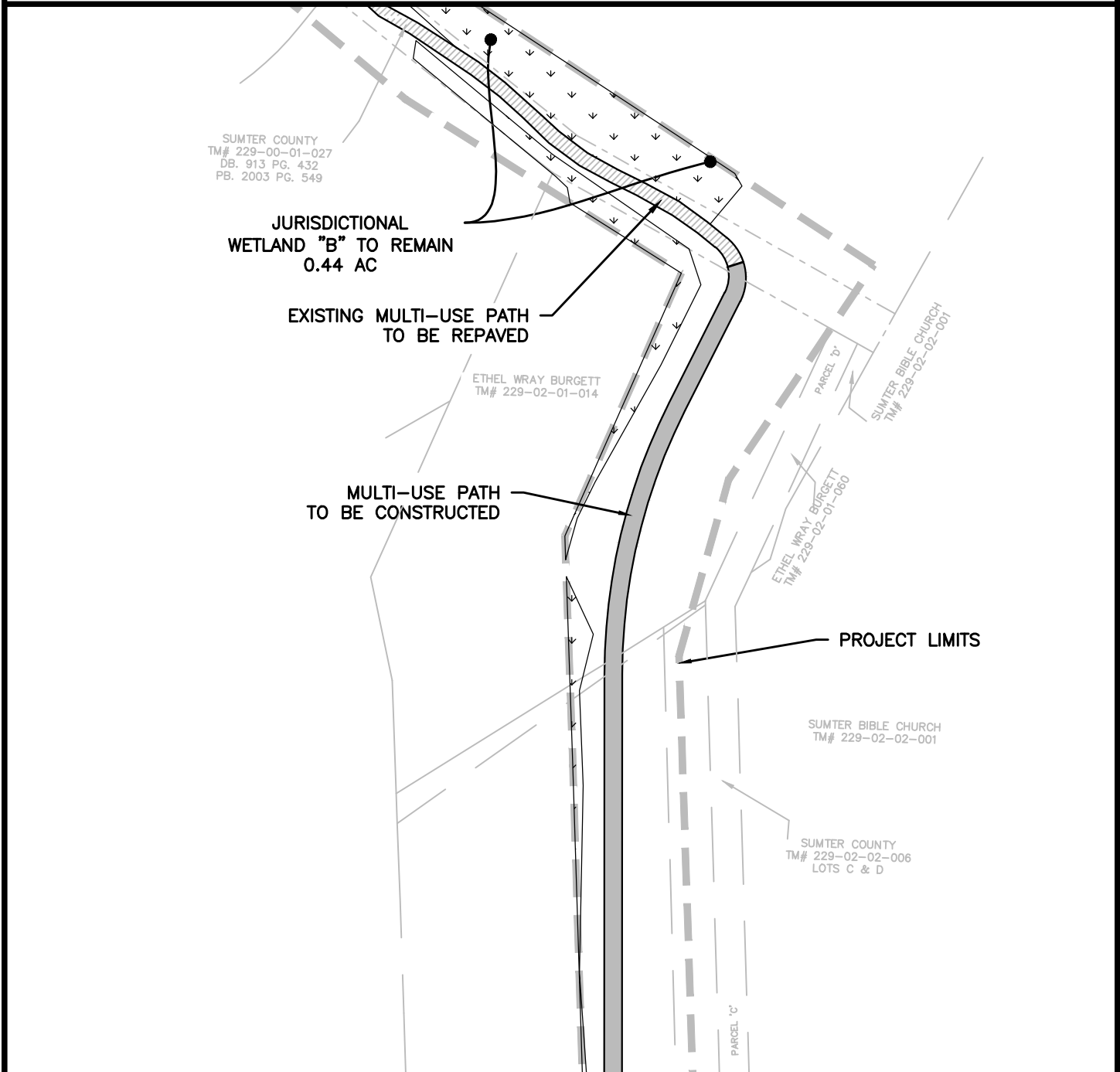
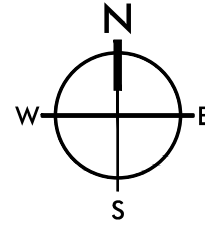
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
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PHONE: (919) 484-8448

VIEW 4
Sheet 10 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'







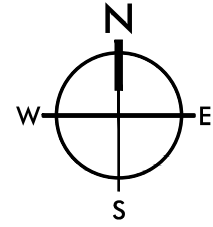
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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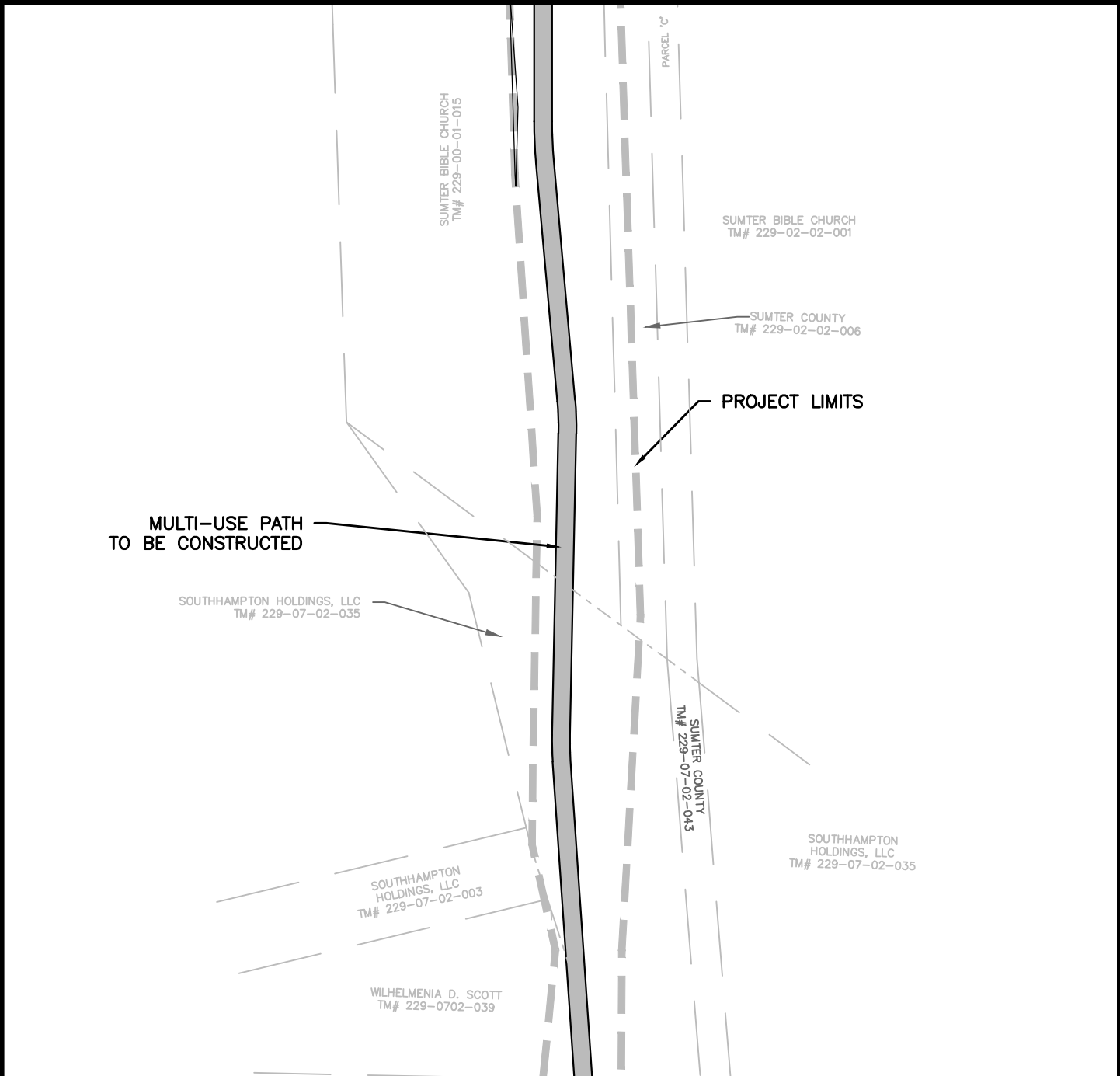
VIEW 5
Sheet 11 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN



SCALE: 1" = 100'






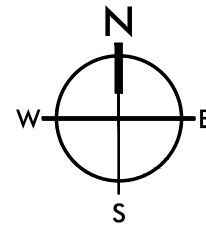
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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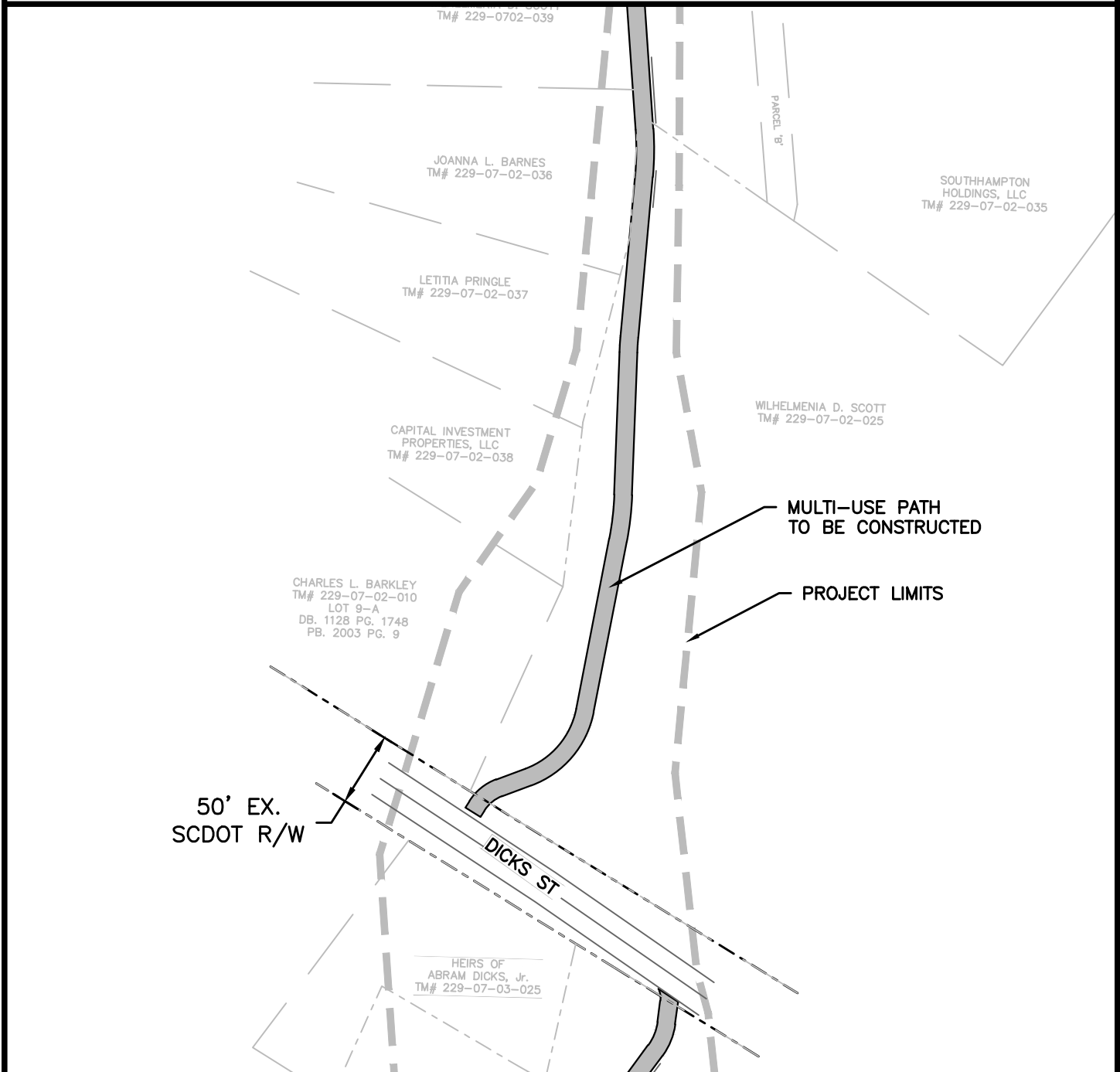
VIEW 6
Sheet 12 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED



SCALE: 1" = 100'







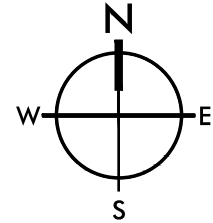
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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DURHAM, NC 27701
PHONE: (919) 484-8448

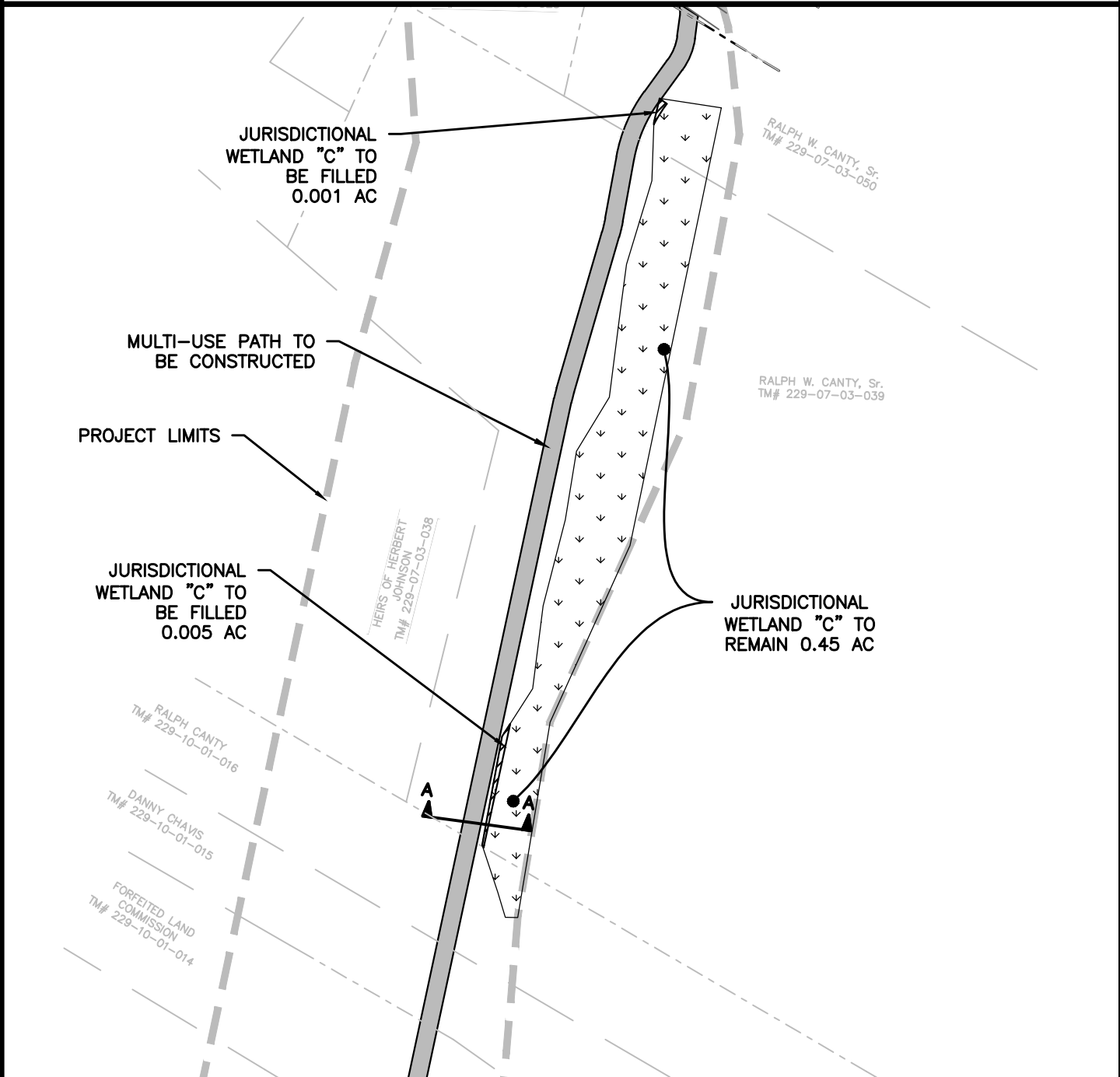
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Sheet 13 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY






Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

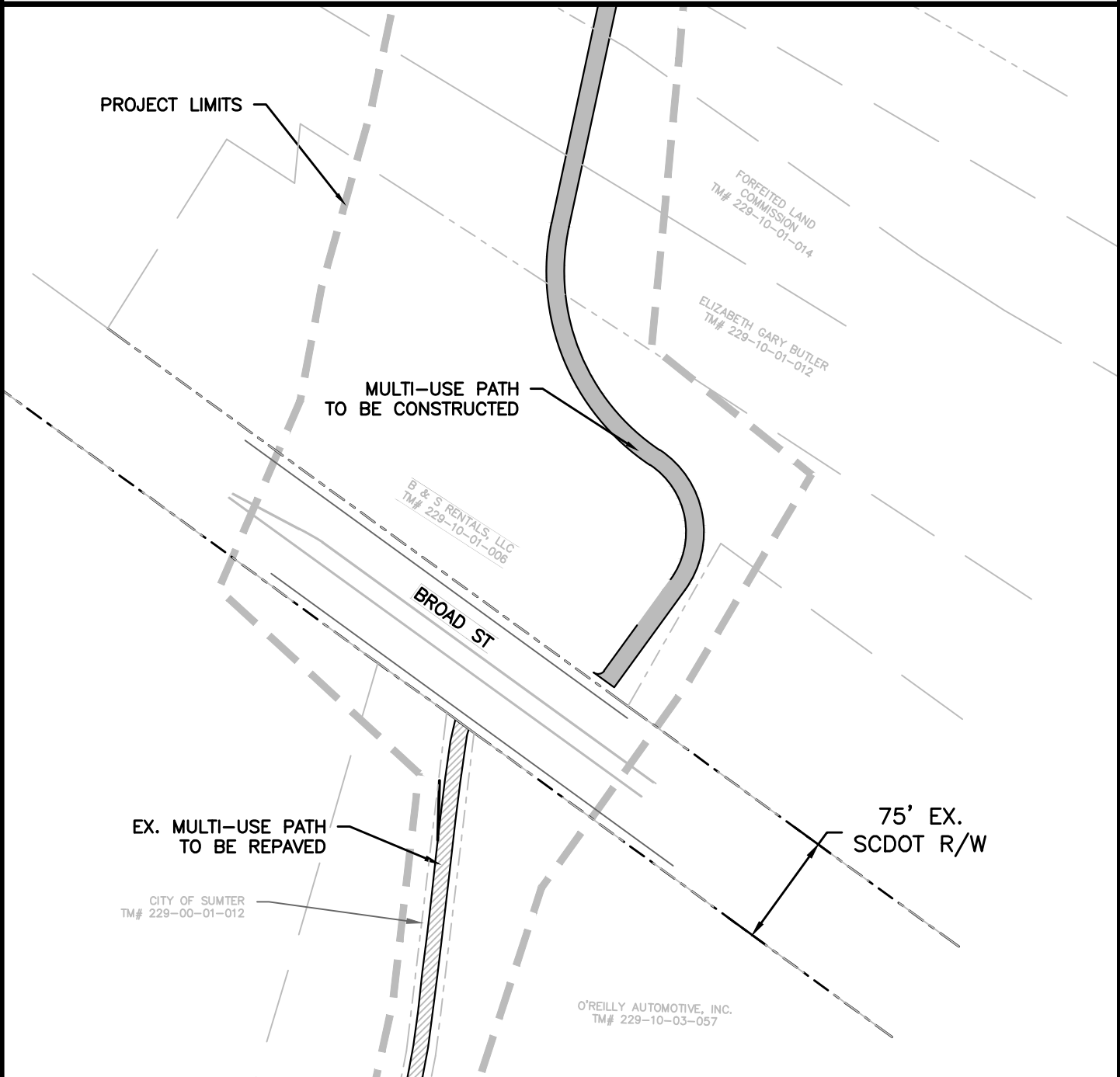
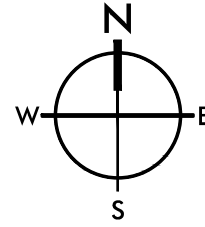
VIEW 8

Sheet 14 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE REPAVED

SCALE: 1" = 100'






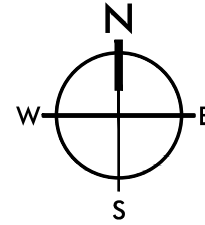
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
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Applicant:
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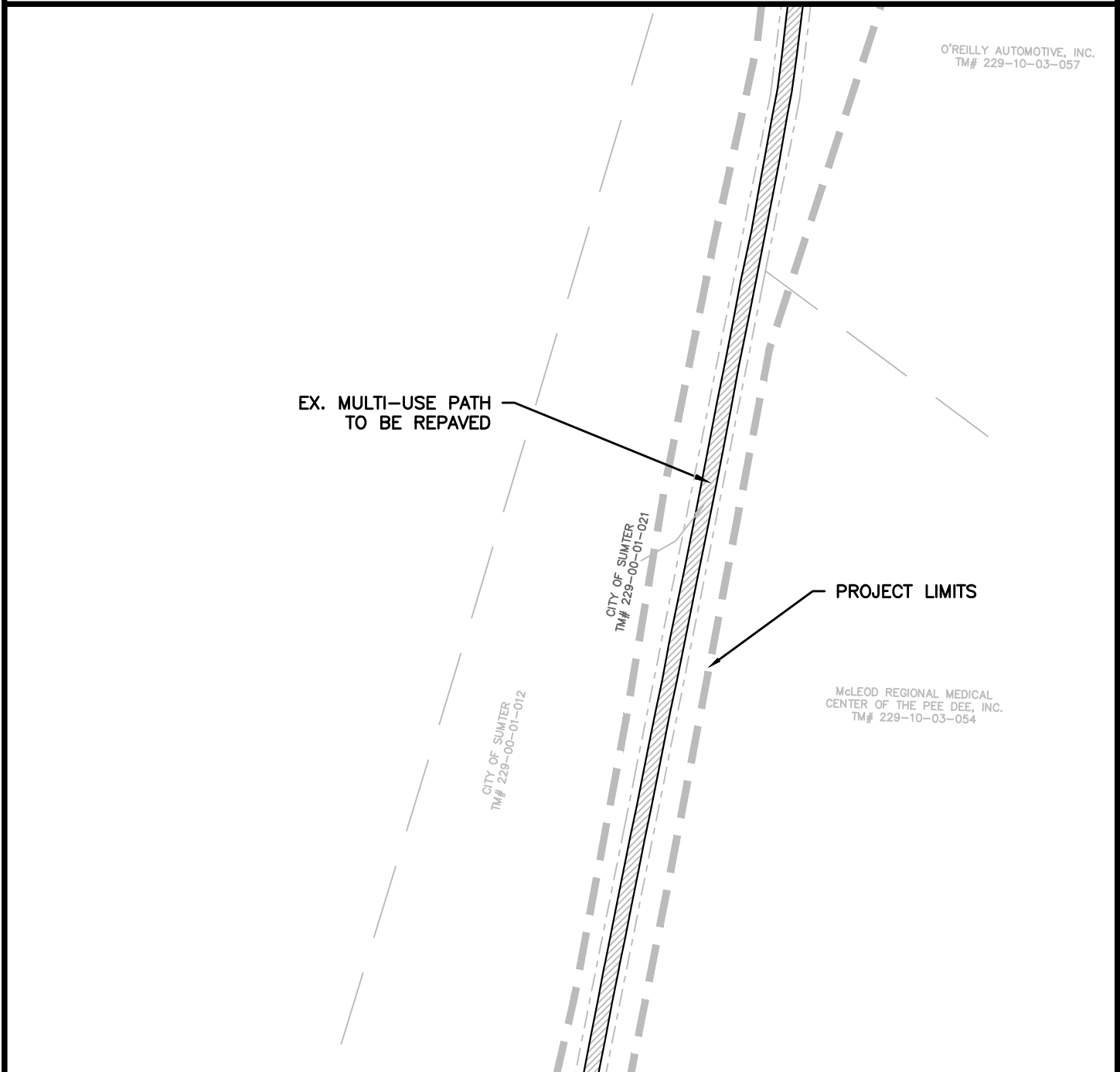
VIEW 9
Sheet 15 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'






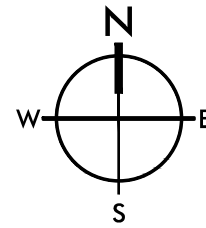
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MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
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PHONE: (919) 484-8448

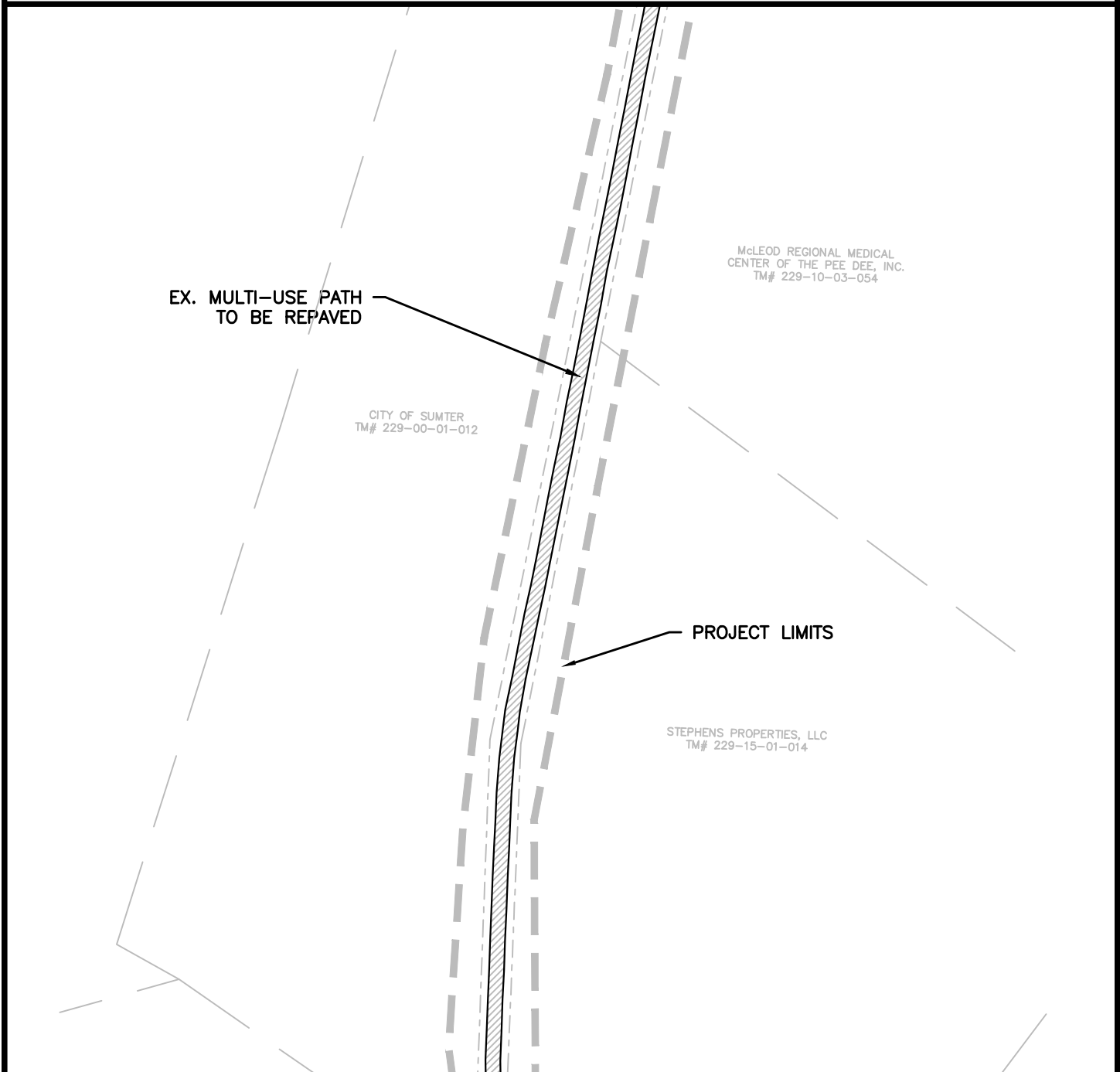
VIEW 10
Sheet 16 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED



SCALE: 1" = 100'







Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

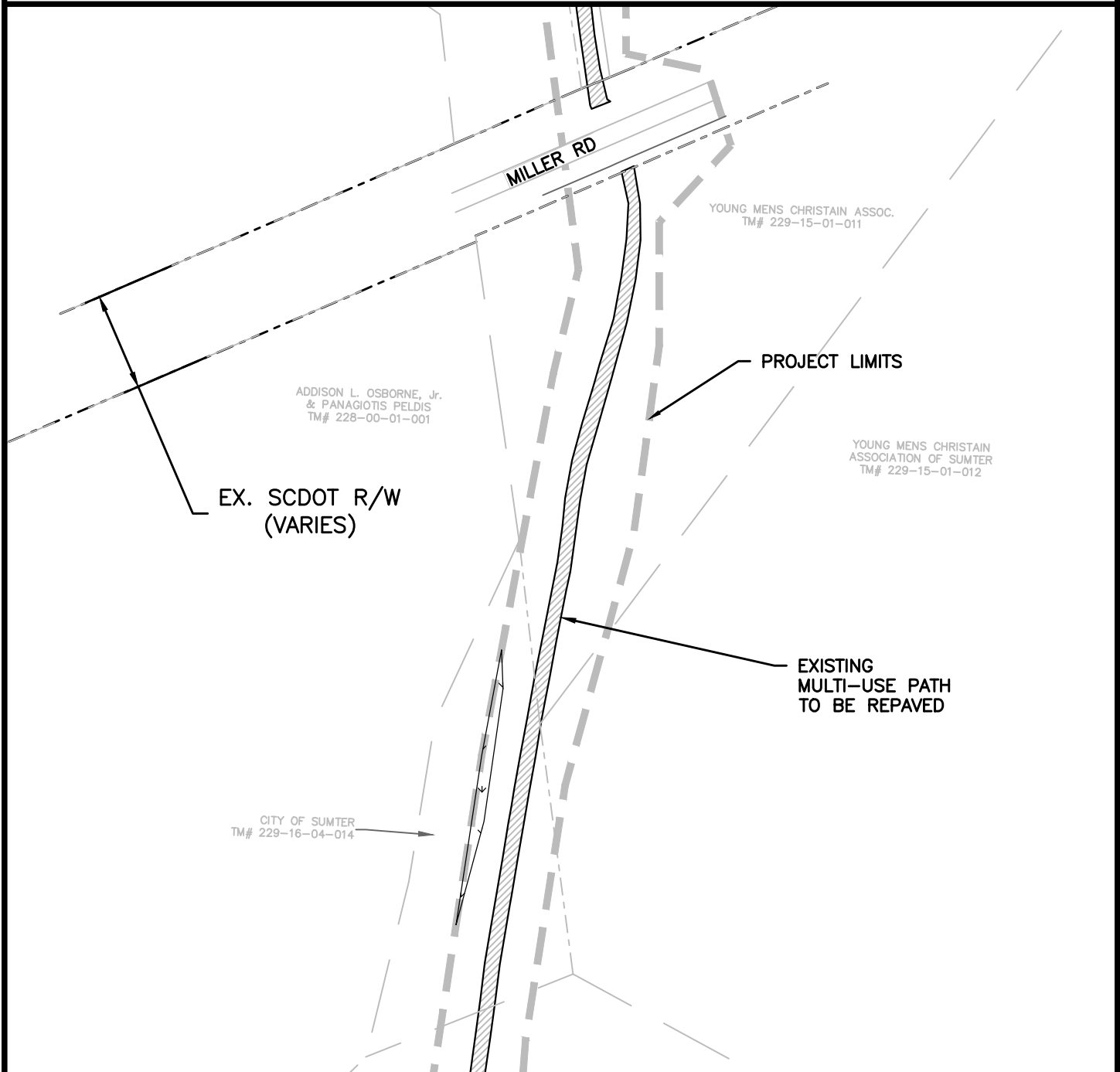
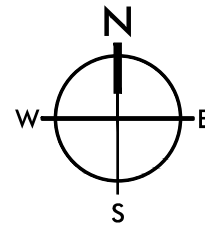
Applicant:
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DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 11

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN

SCALE: 1" = 100'







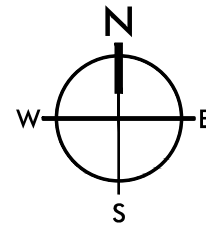
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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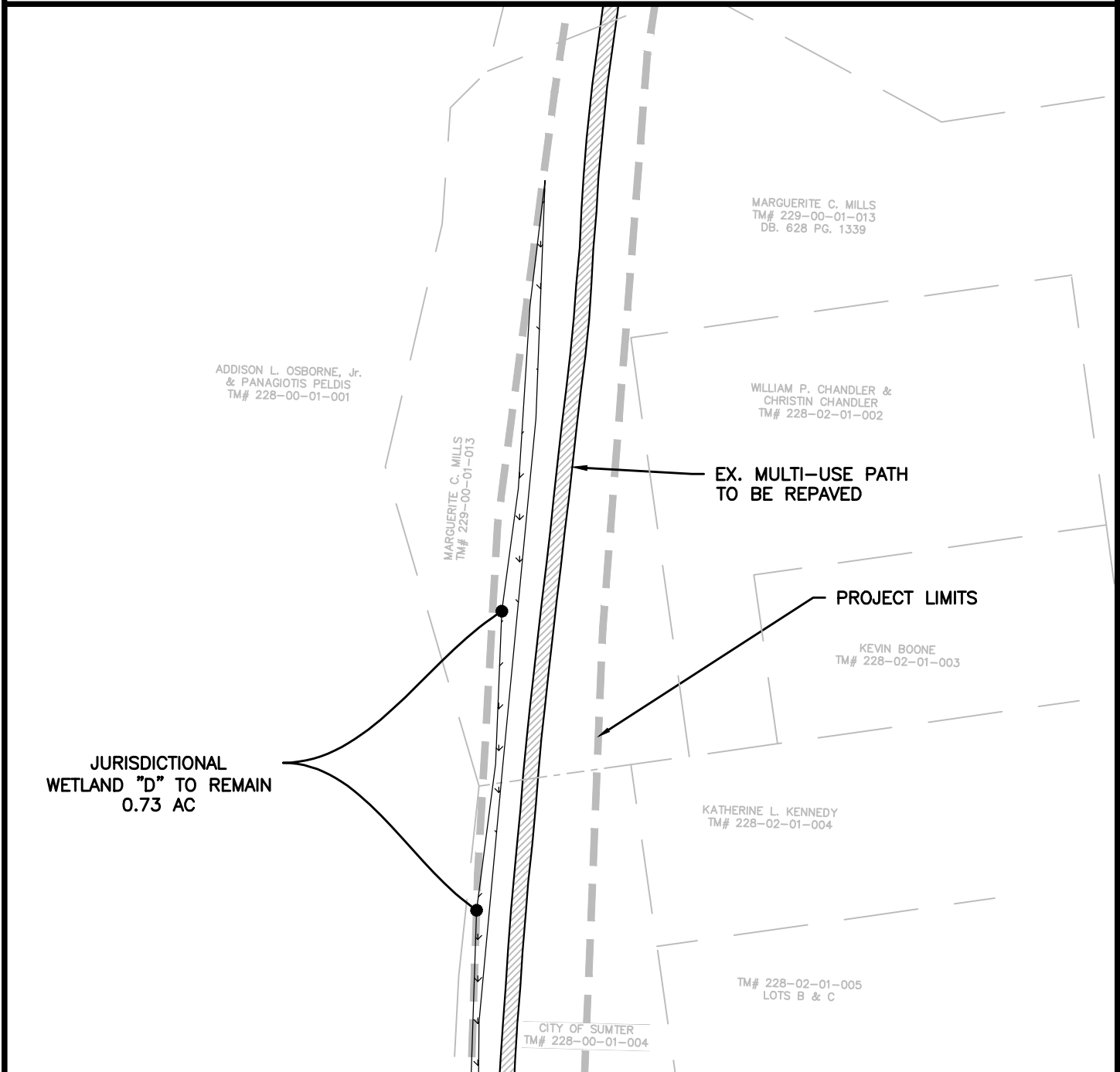
VIEW 12
Sheet 18 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH TO BE REPAVED
-  WETLAND TO REMAIN



SCALE: 1" = 100'







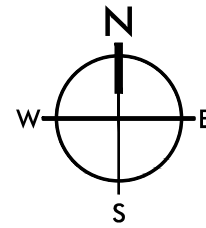
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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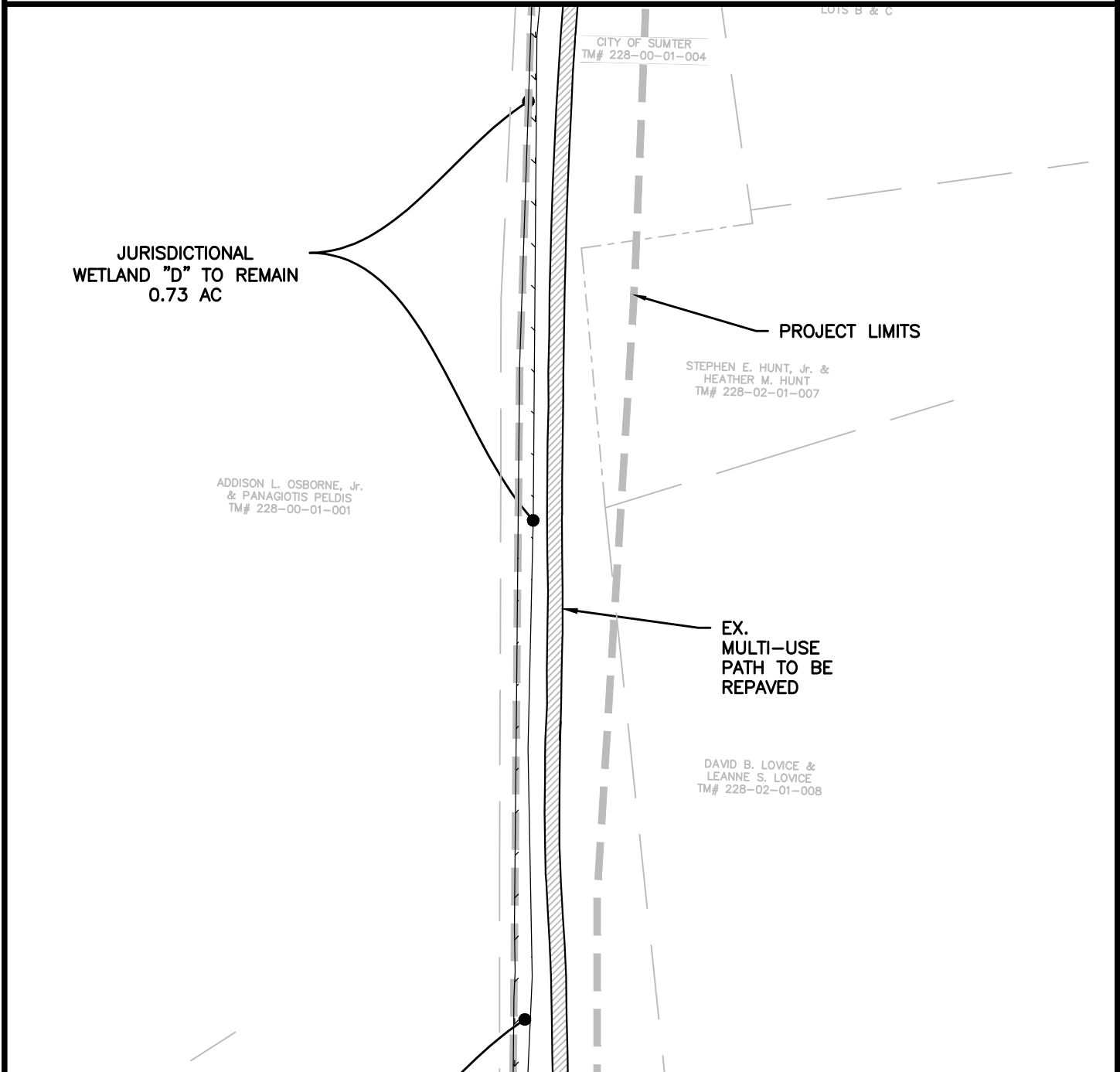
VIEW 13

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN



SCALE: 1" = 100'





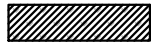



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

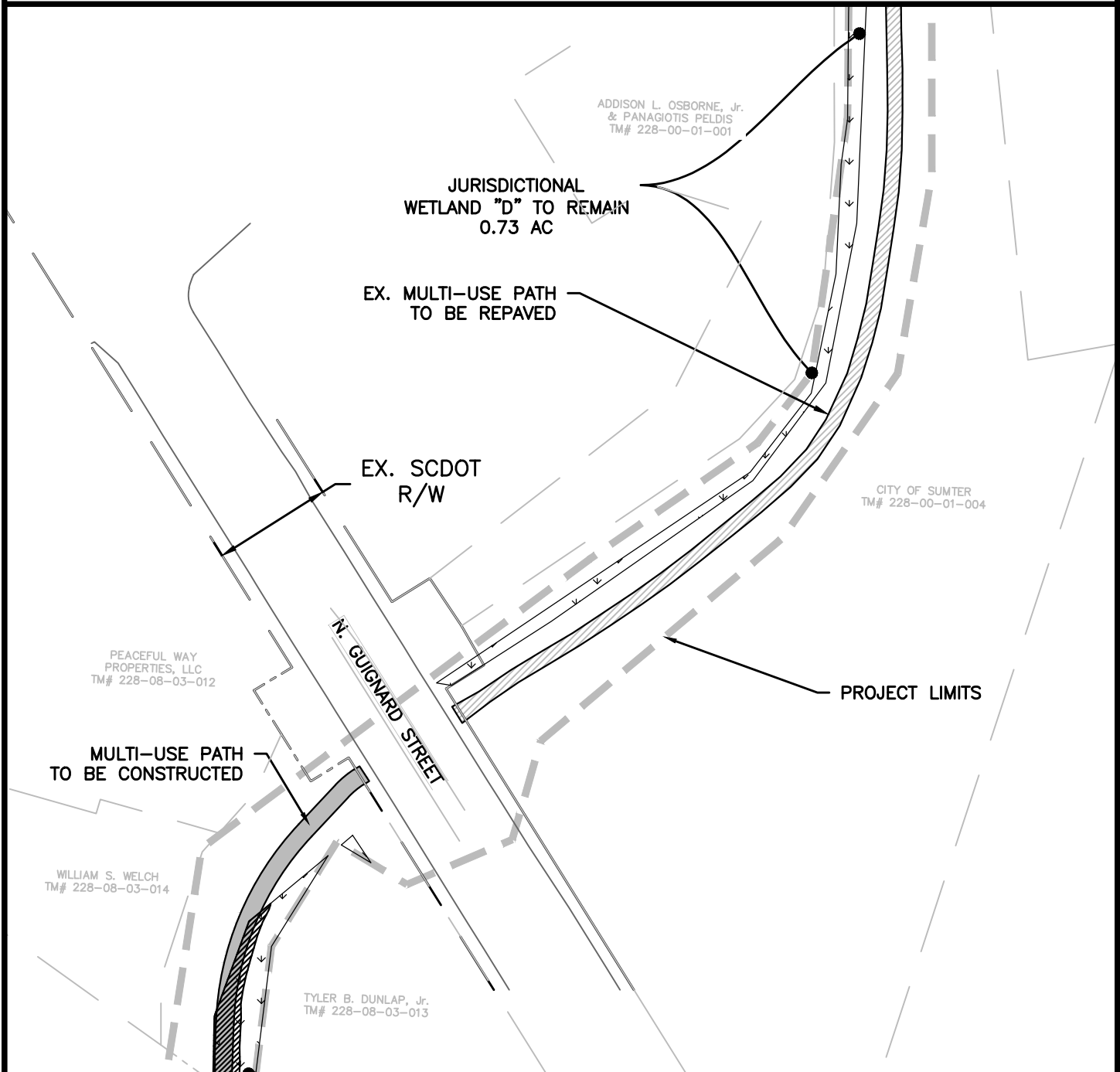
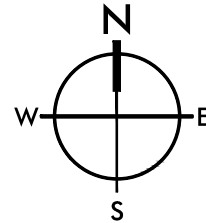
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 14

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  EXISTING MULTI-USE PATH
-  WETLAND TO REMAIN
-  MULTI-USE PATH TO BE CONSTRUCTED

SCALE: 1" = 100'








Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

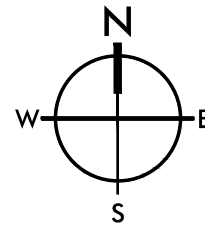
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 15
Sheet 21 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN

SCALE: 1" = 100'



TYLER B. DUNLAP, Jr.
TM# 228-08-03-013

JURISDICTIONAL
WETLAND "D" TO
BE FILLED
0.39 AC

JURISDICTIONAL
WETLAND "D" TO REMAIN
0.73 AC

CITY OF SUMTER
TM# 228-08-03-011

CITY OF SUMTER
TM# 228-08-03-011

PROJECT LIMITS









Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

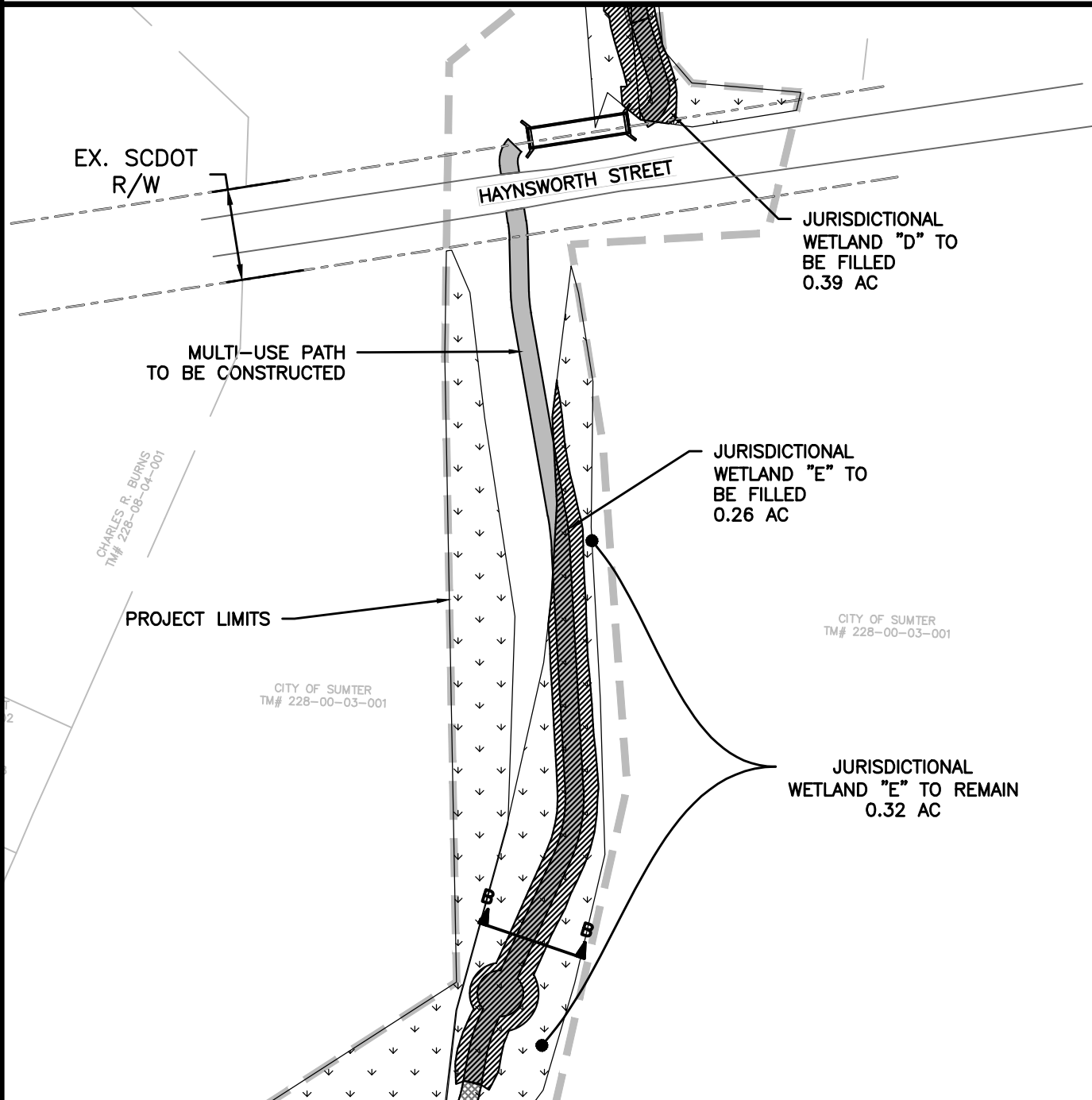
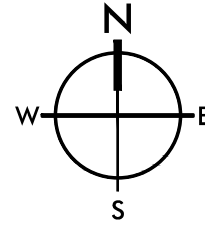
Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 16

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED

SCALE: 1" = 100'



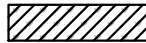





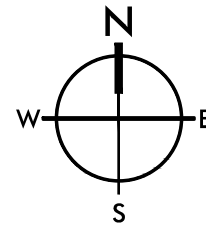
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
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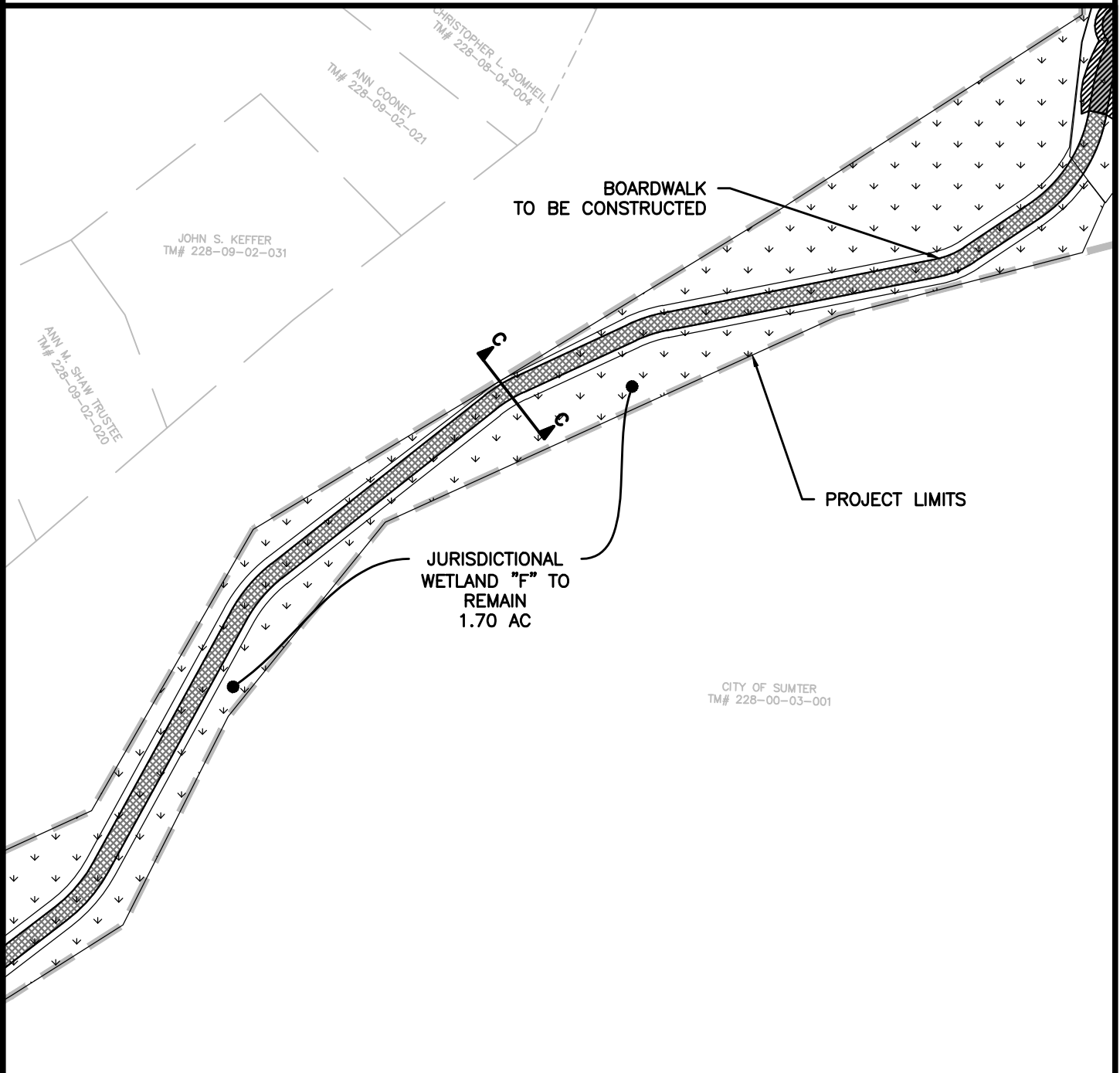
VIEW 17
Sheet 23 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  BOARDWALK TO BE CONSTRUCTED



SCALE: 1" = 100'


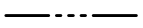






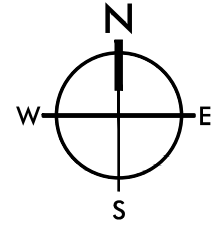
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

Applicant:
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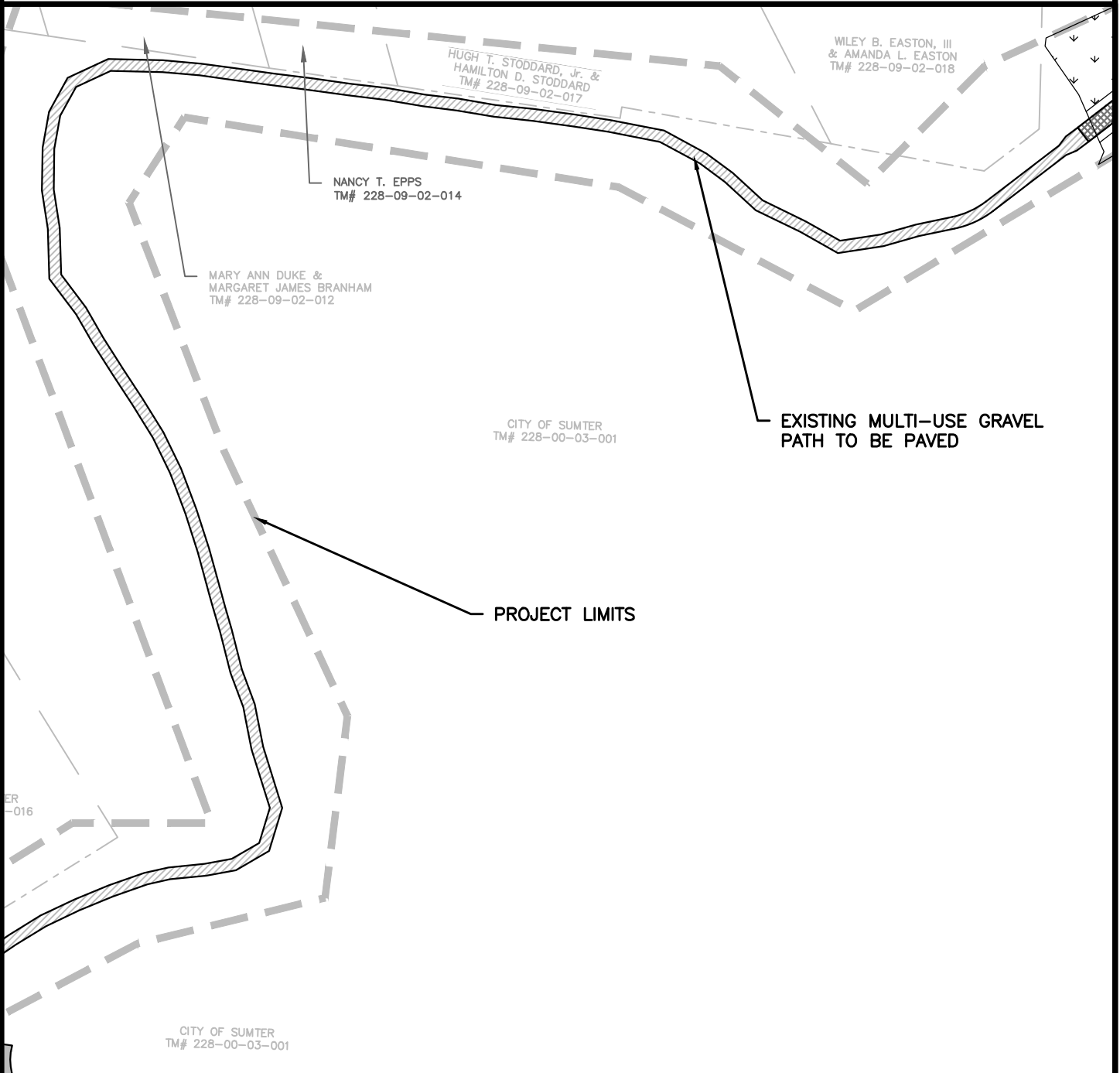
VIEW 18

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  WETLAND FILL AREA
-  MULTI-USE PATH TO BE CONSTRUCTED
-  WETLAND TO REMAIN
-  EXISTING MULTI-USE PATH TO BE PAVED



SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION

Project:
SHOT POUCH BRANCH GREENWAY





Location:
SUMTER, SC

Applicant:
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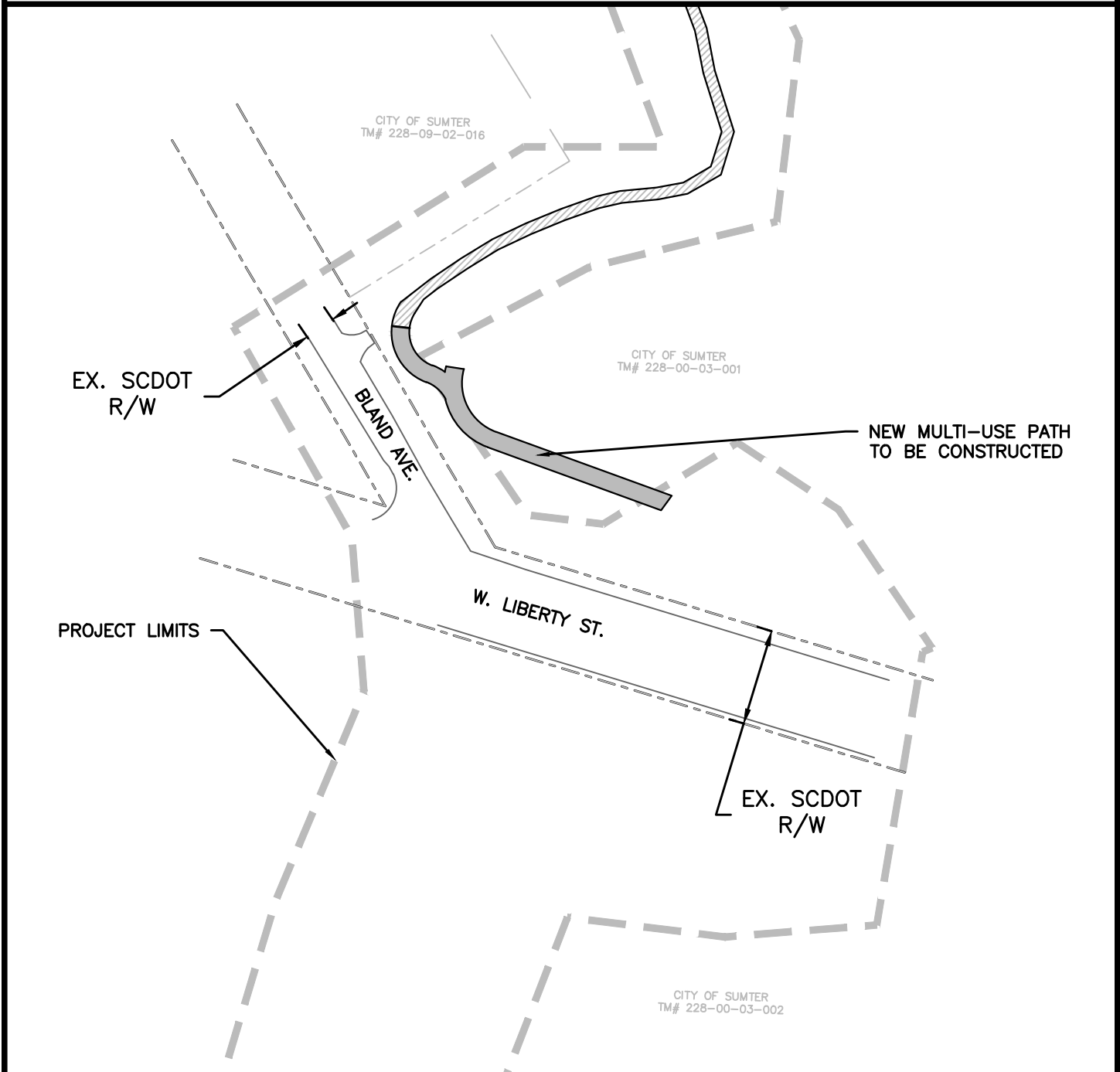
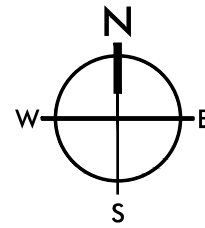
VIEW 19

Sheet 25 of 30 Date: December 11, 2018

WETLAND LEGEND

-  PROJECT BOUNDARY
-  EXISTING RIGHT-OF-WAY
-  MULTI-USE PATH TO BE CONSTRUCTED
-  EXISTING MULTI-USE PATH TO BE PAVED

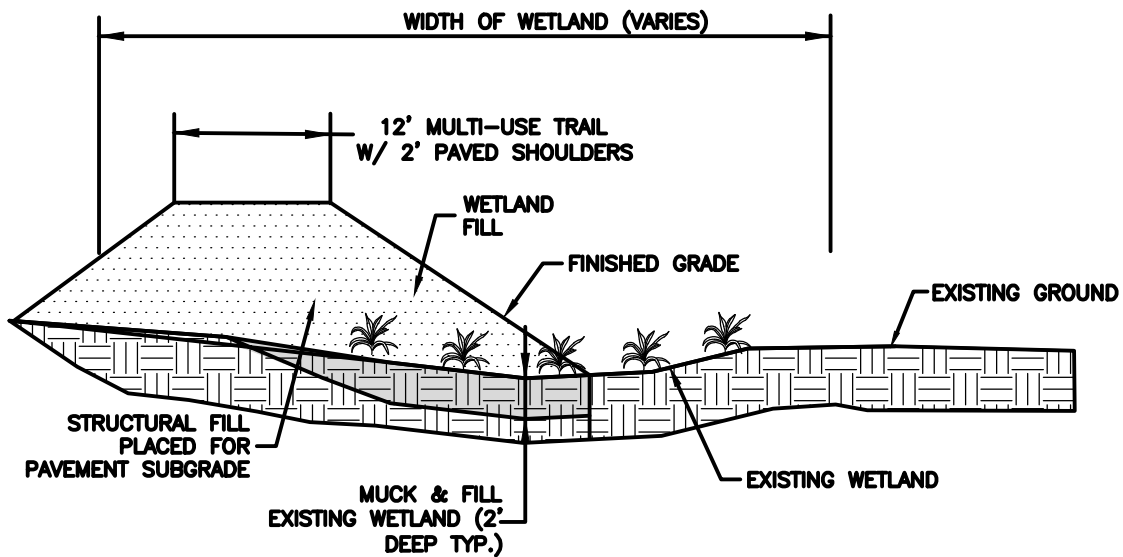
SCALE: 1" = 100'



Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
SUMTER, SC

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DURHAM, NC 27701
PHONE: (919) 484-8448

VIEW 20



TYPICAL ADJACENT WETLAND FILL DETAIL

SECTION "A-A"

(NOT TO SCALE)

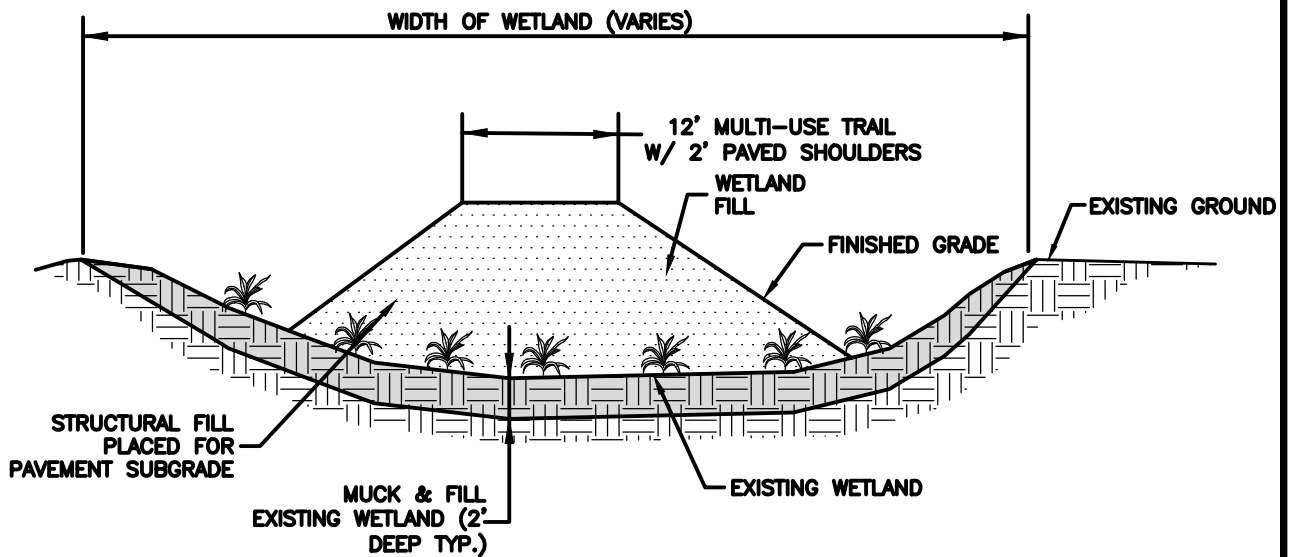
Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
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111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

**WETLAND
FILL DETAIL**

Sheet 27 of 30 Date: December 11, 2018



TYPICAL WETLAND FILL DETAIL

SECTION "B-B"

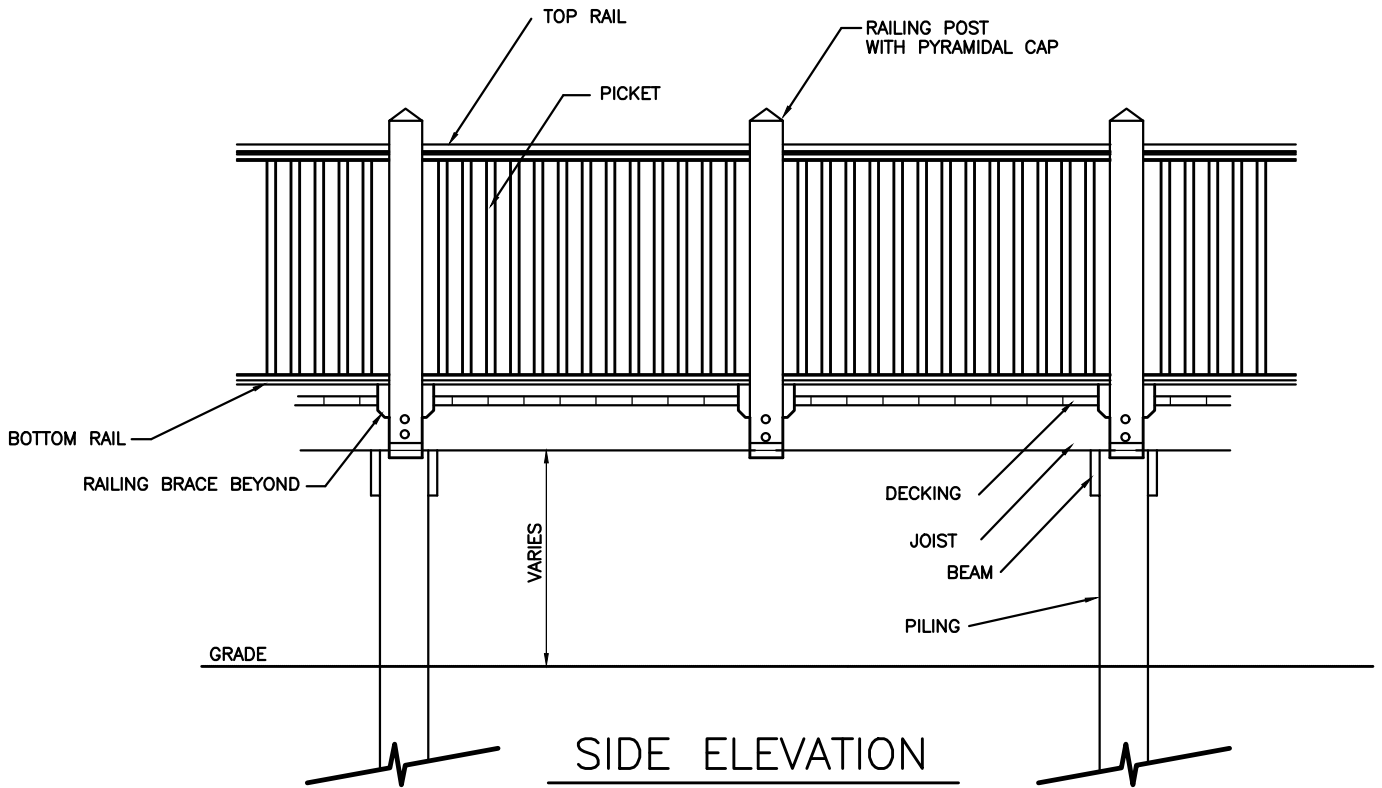
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Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

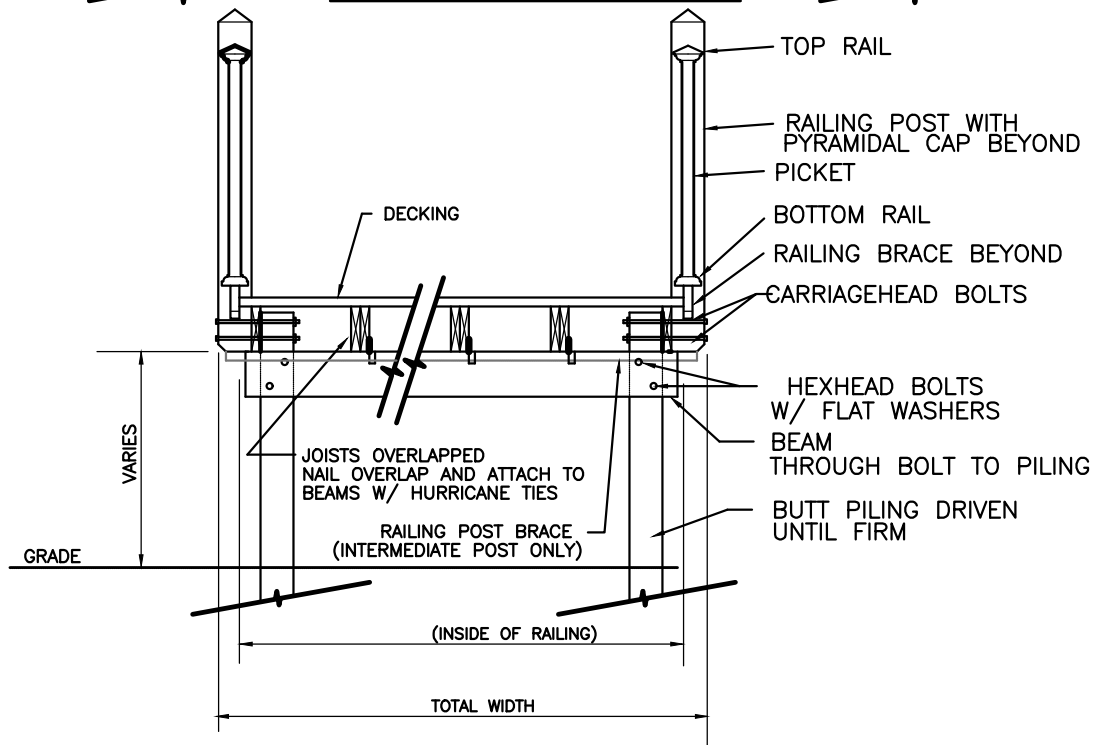
Location:
SUMTER, SC

Applicant:
ALTA PLANNING & DESIGN, INC.
111 E. CHAPEL HILL ST., SUITE 100
DURHAM, NC 27701
PHONE: (919) 484-8448

**WETLAND
FILL DETAIL**



SIDE ELEVATION



SECTION THRU
TYPICAL BOARDWALK DETAIL
SECTION "C-C"

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY

Location:
SUMTER, SC

Applicant:
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DURHAM, NC 27701
PHONE: (919) 484-8448

**BOARDWALK
DETAIL**

SHOT POUCH GREENWAY

TOTAL SITE = 40.35 Ac.
TOTAL WETLANDS = 16.02 Ac.

JURISDICTIONAL WETLANDS

TOTAL JURISDICTIONAL WETLANDS = 16.02 Ac.

IMPACTS

INFRASTRUCTURE FILL

WETLAND FILL A = 0.00 Ac.
WETLAND FILL B = 0.00 Ac.
WETLAND FILL C = 0.01 Ac.
WETLAND FILL D = 0.39
WETLAND FILL E = 0.26
WETLAND FILL F = 0.00 Ac.

TOTAL = 0.66 Ac.

Activity:
MULTI-USE PATH CONSTRUCTION
Project:
SHOT POUCH BRANCH GREENWAY
Location:
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Applicant:
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DURHAM, NC 27701
PHONE: (919) 484-8448

SUMMARY

Shot Pouch Greenway

Sumter County, South Carolina

**Document in Support of
Application for
Federal & State Permits**

December 2018

Prepared By:

Newkirk Environmental, Inc.

1.0 Introduction

1.1 Site Location

The proposed project area, as depicted in the conceptual application drawings, runs north/south along Shot Pouch Branch from Dillon Park to Swan Lake in the City of Sumter, Sumter County, South Carolina. It intersects several neighborhoods and commercial areas along its path as well as several main city roads including Hwy. 76, Broad Street, Miller Road, and Guignard Dr. before it terminates north of Liberty St.

1.2 Site Description

The project area subject to the accompanying Individual Permit application currently contains existing unconnected on-grade trails, paved paths and boardwalks through the Shot Pouch Branch floodplain. The proposed greenway includes cleared upland areas as well as forested uplands and wetlands. These wetlands, including forested swamp, open water, streams and emergent wetlands have been delineated and submitted to the USACE in a jurisdictional request dated May 30, 2017 from McCormick Taylor (Appendix C).

In all, the project area consists of 40.35 acres, comprised of 16.02 acres of freshwater aquatic resources, including wetlands and 24.33 acres of high ground.

2.0 Project Need

As the population of The City of Sumter grows, so too does the demand for greenspace that integrates outdoor recreational opportunities with pedestrian travel and biking as an alternative to conventional modes of transportation. According to *Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek* (Appendix A), the county and city planners and residents anticipate a project that will serve as

....a viable community amenity, designed to connect neighborhoods, encourage recreational walking and biking, and as a catalyst for new niche neighborhood commercial development. In essence, this plan sees a linear park serving as a “spine” for greater connectivity in Sumter.... The Shot Pouch Greenway will be a sustainable central

artery for the community- one that does not require the use of a car! Dozens of Sumter's neighborhoods lie in close proximity and could be easily connected to the greenway. (pg. 5)

3.0 Project Purpose

For clarity purposes, the project purpose statement has been divided into "basic project purpose" and "overall project purpose". This approach is consistent with the evaluation of alternatives required by the 404(b) (1) Guidelines and USACE guidance and may assist the US Army Corps of Engineers (USACE) in conducting its analysis of alternatives.

3.1 Basic Purpose

The basic purpose of the proposed project is to discharge fill material in freshwater wetlands to facilitate access and connectivity to existing amenities along the Shot Pouch Greenway within the City of Sumter South Carolina.

3.2 Overall Purpose

The overall purpose of the proposed project is to construct and complete an economically viable, long-term and sustainable public amenity within the existing Shot Pouch Greenway corridor that will provide access and connectivity to existing and future city parks, neighborhoods, businesses and institutions through alternative, low-impact modes of travel such as walking and biking.

4.0 Project Description

The proposed project is a master-planned greenway within the identified project area that will include construction of a raised multi-use, paved path, incorporation of existing paths and construction of a boardwalk as depicted in the submitted permit application drawings for which this narrative supports. A total of 0.66 acres of jurisdictional aquatic resources will be permanently filled in order to complete the Shot Pouch Greenway path. Specifically, The City of Sumter proposes a fill impact to 0.01 acres designated as Wetland Fill C, 0.39 acres designated as Wetland Fill D and 0.26 acres designated as Wetland Fill E. These fill sections (illustrated on Sheets 27 and 28 of the application drawings) will consist of a raised 12' paved surface with 2' of slopes on either side of the path and will be properly culverted, where

applicable, so as to maintain hydrology and ecology exchange within the impacted wetland. The fill impacts will provide connectivity to existing paths in uplands that will be re-surfaced as part of the overall project. In addition, the city intends to construct a 925' x 20' wide boardwalk south of Haynsworth Street over the largest expanse of Shot Pouch Branch in the project area.

While The City of Sumter intends to complete the proposed project as soon as possible, there are a number of factors tied to the public funding mechanisms that will ultimately pay for the greenway. These factors would include, but not be limited to, unexpected emergency projects, other unanticipated and unknown city expenditures, the construction work bidding and awards process or natural disasters that could temporarily affect the greenway. Therefore, in order to provide ample time to complete the greenway, the applicant requests that the USACE and SCDHEC consider this application for a 15 year permit.

5.0 Alternatives

5.1 No-action

In a no action alternative, The City of Sumter would not place 0.66 acres of fill material in waters of the U.S. in order to complete the greenway as proposed. Subsequently, the planned project would not go forward as designed and the applicant's overall purpose and the need for the project would fail to be met. The current trail system would degrade over time and without the proposed connectivity, there would no clear use or purpose for the greenway that would be supported by the population.

5.2 Action

The City of Sumter, in light of the stated project need, wishes to implement the proposed project towards meeting the previously stated purpose and goal of the Shot Pouch Greenway. As the greenway includes large swaths of wetlands associated with Shot Pouch Branch, it will be necessary to cross these wetlands to provide continuity and connectivity along the length of the greenway from Dillon Park to Swan Lake. As this proposed project is specific to the geographical area of the existing Shot Pouch Greenway, there are no alternative sites that would meet the stated purpose and need of

the proposed project. If one were to consider alternative sites for the proposed project, then this would inevitably result in a no action alternative for the Shot Pouch Greenway, which, as explained in the previous section, is not a viable alternative to meeting the stated purpose and goals of the project.

As it relates to a linear pathway through wetlands, there are really only three alternative design methods that can be employed. These methods include an on-grade trail, a raised impervious pathway or a boardwalk/bridge. For the size and scope of a project of this nature that intends to draw a significant number of users daily, an on-grade trail is not a practical alternative due to safety concerns, ADA requirements, maintenance requirements and loss of use during or after heavy rain events. Therefore, the only practicable action alternatives for this project include the use of a raised pathway section complete with paved surfaces, appropriate side slopes and culverts or boardwalks/bridges.

While boardwalks/bridges do not require a discharge of fill material into wetlands and therefore by default are considered the least impactful alternative, they are relatively expensive to construct and relatively expensive to maintain. In contrast, raised paved paths require a fill foot print but are significantly less costly to initially construct and maintain over time. As this project is funded with public money raised through Sumter County's Penny for Progress Capital Sales Tax Referendum, the Shot Pouch Greenway shares its funding with numerous other public need projects throughout the county (P4P). Therefore, the city and the county have the fiduciary duty to the tax payers to balance the goals, functions and overall cost to develop a worthwhile project with limited public funds. The result of this balance, in the opinion of The City of Sumter and Sumter County, is the proposed plan subject to the current 404/401 Individual Permit.

The Shot Pouch Greenway currently contains existing paved trails throughout portions of the project area's upland acreage. As part of the overall project, these paths will be reused and repaved to lessen the overall impact to the greenway with impervious surfaces. To connect these existing trails and provide the desired connectivity from Dillon Park to Swan Lake, the city will connect these paths through wetlands utilizing both paved paths

and boardwalks where financially feasible. There are three areas of proposed paved path through wetlands. Wetland Fill C has already been minimized to 0.01 acres total. Proposed Wetland Fill D is 0.39 acres and proposed Wetland Fill E is 0.26 acres. Below is a table illustrating the additional costs of a boardwalk/bridge alternative at each proposed fill section along with why the city ultimately rejected the alternative.

Table of Costs/Savings per Boardwalk Alternative

Impact	Additional Cost	Reason for rejection by applicant
Wetland Fill C (0.01 Ac.)	\$13,500	The proposed impact is less than 0.1 acres (considered by the regulatory agencies as minimal without need for mitigation). The cost of the alternative (boardwalk/bridge) to the public is not practicable for such a minor impact.
Wetland Fill D (0.39 Ac.)	\$504,000	This cost represents almost 13% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.
Wetland Fill E (0.26 Ac.)	\$352,000	This cost represents almost 9% of the entire cost for the proposed project. This is not a practicable alternative to filling Wetland D when considering the cost to the tax payer.

6.0 Avoidance/Minimization

During the planning and design process, the city attempted to minimize wetland impacts to the maximum extent while still accomplishing the project with a duty to the public to save costs where appropriate. This minimization is evident in the incorporation of the configurations and

layouts of the existing paths within the greenway as well as the proposed minimal impacts associated with Wetland Fill B and Wetland Fill C. In addition, the applicant allocated enough funds to span the approximately 925 linear feet of wetlands associated with Shot Pouch Branch between Haynsworth Street and Swan Lake without a permanent fill impact. This minimization of overall wetland impact represents approximately 16% of the total buildout cost of the project.

7.0 Compensatory Mitigation

The applicant proposes to mitigate for proposed impacts in accordance with the USACE Charleston District Compensatory Mitigation Guidelines dated October 7, 2010. When applied to the proposed project, The Charleston District Mitigation Worksheets define a requirement of 6.7 mitigation credits to compensate for the proposed impacts to aquatic resources. These worksheets are included as Appendix B.

At the time of this application, there is currently not a mitigation bank that services the proposed project; however, the applicant anticipates that a bank will be approved in this area during the course of the permit application review period.

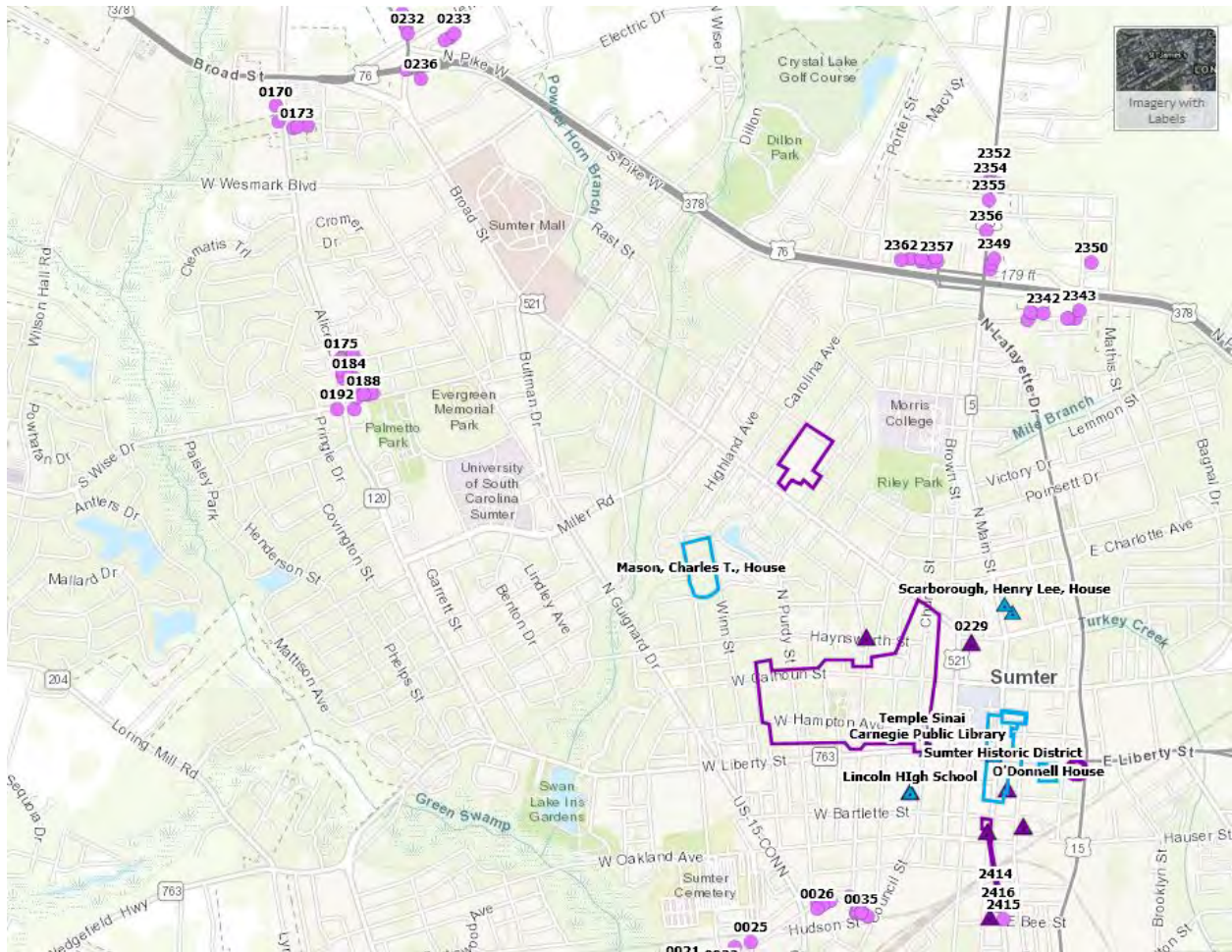
8.0 Stormwater

As required by SCDHEC's NPDES program for all developments prior to construction, there will be an adequate SCDHEC approved stormwater management plan incorporating BMPs and that is capable of meeting the needs of the proposed project. As these plans are not generally designed prior to obtaining a 404 Individual Permit and 401 Certification, the exact locations of such structures and support structures are not known at this point in time. The project engineer has been made aware of and intends to employ accepted stormwater management techniques, where practical, as part of the final stormwater plan to prevent runoff from having adverse impacts to adjacent aquatic features. The location of the implementation of such techniques and structures will be included in the comprehensive stormwater management plan submitted to SCDHEC or local MS4 for approval under the NPDES program.

9.0 Archaeological and Cultural Resources

A review of available data from SCIAA and SCDAAH (Figure 1) does not indicate that the project site is located adjacent to any site(s) listed on the National Register of Historic Places or that any significant or potentially significant historic resources exist on the project site.

Figure 1: SC ArcSite Public Web Map



10.0 Threatened and Endangered Species

On 18 October 2018, Newkirk Environmental, Inc. solicited an Official Species List for the project site through the USFWS IPaC system. The request was assigned consultation tracking number 04ES1000-2019-SLI-0061 and a response from USFWS was received the same day. A copy of the Official Species List is attached to this report as Appendix D.

Based on the linear nature of the proposed impacts, the scope of the overall project and the intended use of the project, it is Newkirk Environmental, Inc.'s opinion that the proposed project will not likely jeopardize the continued existence of any listed threatened or endangered species or a species proposed for such designation. In addition, at the time of this application, the USFWS IPaC system did not indicate any designated critical habitat within or near the project site.

11.0 References

Sumter Connectivity & Greenways Master Plan for Shot Pouch Creek (2014, February).

Retrieved from <http://www.sumtersc.gov/>

About P4P (2018, October).

Retrieved from http://www.sumtercountysc.org/penny_for_progress/about_p4p/index.php

Appendix B: Mitigation Calculation Worksheets

**Shot Pouch Greenway
December 2018
Revised May 2019**

REQUIRED WETLAND MITIGATION WORKSHEET

Determination of Wetland Credits (Last Revised, October 7, 2010)

Factors	Options					
	Lost Type	Type C 0.2	Type B 2.0			Type A 3.0
Priority Category	Tertiary 0.5	Secondary 1.5			Primary 2.0	
Existing Condition	Very Impaired 0.1	Impaired 1.0	Partially Impaired 2.0	Fully Functional 2.5		
Duration	0 to 1 year 0.2	1 to 3 years 0.5	3 to 5 years 1.0	5 to 10 years 1.5	Over 10 years 2.0	
Dominant Impact	Shade 0.2	Clear 1.0	Drain 2.0	Dredge 2.5	Impound/Flood 2.5	Fill 3.0
Cumulative Impact	<0.25 Acre 0.1	0.25-0.99 Acres 0.2	1.0-2.99 Acres 0.5	3.0-9.99 Acres 1.0	≥10.0 Acres 2.0	

Note: The cumulative impact factor for the overall project should be included in the sum of factors for each impacted area on the Required Wetland Mitigation Credit Worksheet.

Required Wetland Mitigation Credit Worksheet

Factor	Impact C	Impact D	Impact E		
Lost Type*	3.0	3.0	0.2		
Priority Category	0.5	0.5	0.5		
Existing Condition*	2.0	2.5	2.0		
Duration	2.0	2.0	2.0		
Dominant Impact	3.0	3.0	3.0		
Cumulative Impact	0.2	0.2	0.2		
Sum of m Factors	R ₁ = 10.7	R ₂ = 11.2	R ₃ = 7.9	R ₄ =	R ₅ =
Impacted Area	A ₁ = 0.01	A ₂ = 0.39	A ₃ = 0.26	A ₄ =	A ₅ =
R x AA =	0.107	4.368	2.054		

Required Wetland Mitigation Credits = $\sum (R \times A) =$

6.5

* “Lost Type” and “Existing Condition” determined from wetland descriptions in McCormick Taylor Jurisdictional Determination Request dated 5/30/17, included as Appendix C.

**Shot Pouch Greenway
December 2018
Revised May 2019**

WETLAND MITIGATION SUMMARY WORKSHEET

Mitigation Summary Worksheet For Permit Application # _____

I. Required Mitigation	Credits	Acres
A. Required Mitigation Credits	6.5	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	6.5	

II. Third Party Mitigation Credit Summary	Credits	Acres
D. Restoration and/or Enhancement	3.3	To Be Determined by Bank
E. Preservation	3.2	To Be Determined by Bank
F. Total Third Party Mitigation = D+E	6.5	To Be Determined by Bank

III. Permittee-Responsible Mitigation Credit Summary	Credits	Acres
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

IV. Proposed Mitigation Summary	Credits	Acres
J. Total Restoration and/or Enhancement = D + G	3.3	To Be Determined by Bank
K. Total Preservation = E + H	3.2	To Be Determined by Bank
L. Total Proposed Mitigation = F + I	6.5	To Be Determined by Bank

V. Local Compensatory Mitigation Goals	Yes	No
$PMC \geq RMC$ Are the Credits in Row L greater than or equal to Row C?	X	
$PMC \geq \frac{1}{2} RMC$ Are the Credits in Row J greater than or equal to 50% of Row C?	X	

**Shot Pouch Greenway
December 2018
Revised May 2019**

WETLAND MITIGATION SUMMARY WORKSHEET

Mitigation Summary Worksheet For Permit Application # _____

I. Required Mitigation	Credits	Acres
A. Required Mitigation Credits	6.5	
B. The permittee may be eligible for a 25% reduction in Required Mitigation Credits (A x 0.25).		
C. Total Required Mitigation Credits = A - B	6.5	

II. Third Party Mitigation Credit Summary	Credits	Acres
D. Restoration and/or Enhancement	3.3	To Be Determined by Bank
E. Preservation	3.2	To Be Determined by Bank
F. Total Third Party Mitigation = D+E	6.5	To Be Determined by Bank

III. Permittee-Responsible Mitigation Credit Summary	Credits	Acres
G. Restoration and/or Enhancement		
H. Preservation		
I. Total Permittee-Responsible Mitigation = G + H		

IV. Proposed Mitigation Summary	Credits	Acres
J. Total Restoration and/or Enhancement = D + G	3.3	To Be Determined by Bank
K. Total Preservation = E + H	3.2	To Be Determined by Bank
L. Total Proposed Mitigation = F + I	6.5	To Be Determined by Bank

V. Local Compensatory Mitigation Goals	Yes	No
$PMC \geq RMC$ Are the Credits in Row L greater than or equal to Row C?	X	
$PMC \geq \frac{1}{2} RMC$ Are the Credits in Row J greater than or equal to 50% of Row C?	X	

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2019, by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and City of Sumter, South Carolina (Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Service Area and outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Shot Pouch Greenway" pursuant to USACE Charleston District permit SAC-

2017-00887 (the "Permitted Project"), which is located outside the Service Area and outside the Bank's Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the "Stream Credits") and (b) THREE and 30/100 (3.30) freshwater wetland enhancement/restoration mitigation credit and THREE and 20/100 (3.20) freshwater wetland preservation mitigation credits (the "Wetland Credits", and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the "Out-of-Basin Fee") to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank's ledger to compensate for use of the Bank's credits to compensate for the Permitted Project's unavoidable adverse impacts occurring outside the Service Area and outside the Bank's Watershed. The Out-of-Basin-Fee shall be calculated as the sum of (a) 0.7647 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the

Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED THIRTY THOUSAND and 00/100 (\$130,000.00); and, (c) Out-of-Basin Fee of FIFTEEN THOUSAND TWO HUNDRED NINETY-FOUR AND 12/100 (\$15,294.12), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-FOUR and 12/100 (\$145,294.12) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

5. Delivery of Credits. Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

6. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

7. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: City of Sumter
Attention: Jason Stoddard
12 West Liberty Street
Sumter, SC 29150

With a copy to:

City of Sumter
Attention: Planning Director, Mr. McGregor
P.O. Box 1449
Sumter, SC 29151

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) **Brokerage Commission.** Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) **Additional Assurances.** Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) **Attorney's Fees.** If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to

recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: _____

Printed:

Its:

PURCHASER: CITY OF SUMTER

By:  _____

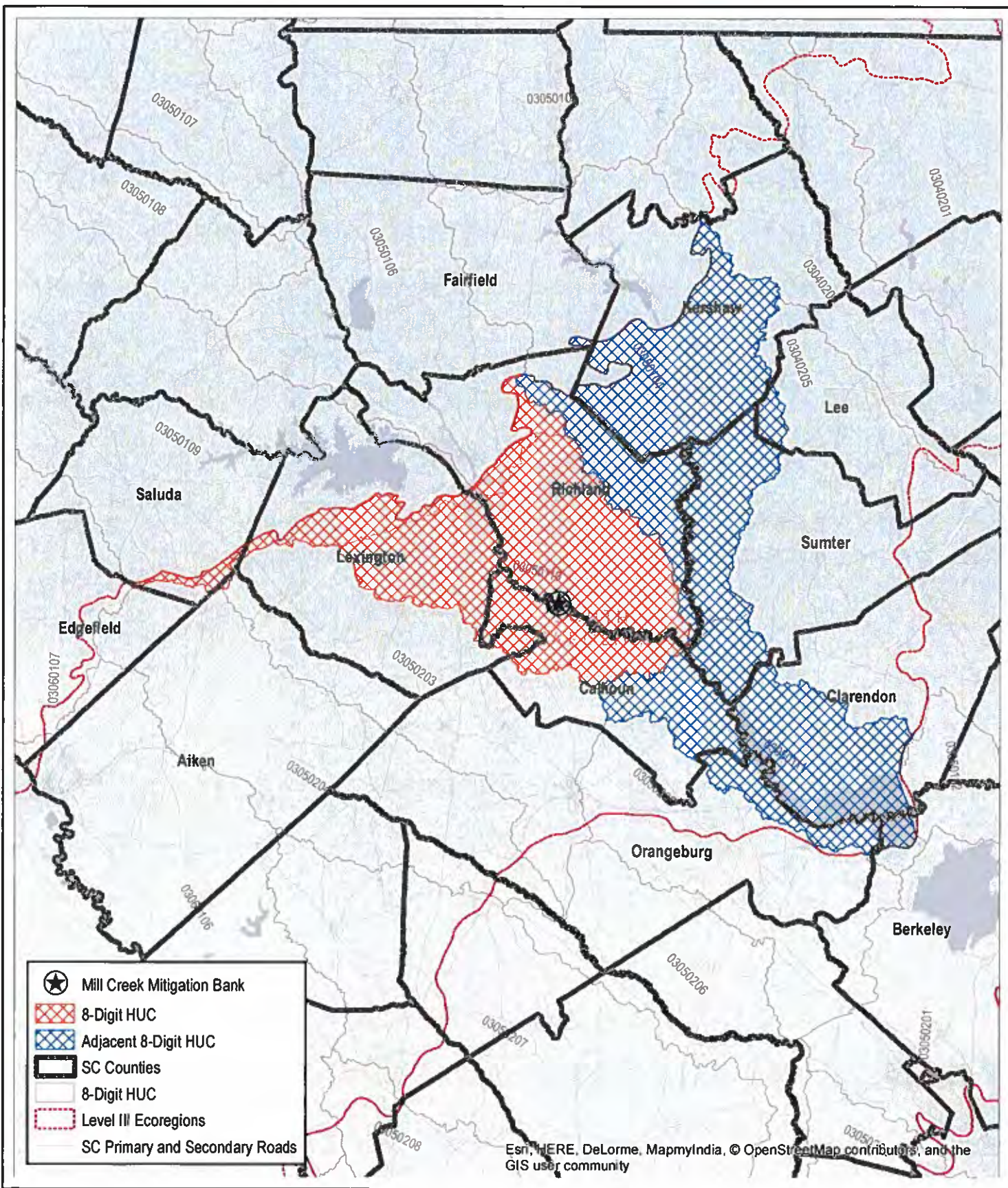
Printed:

Its:

DERON L. MCCORMICK
CITY MANAGER

EXHIBIT A

[Attach map of Service Area]



TIDEWATER

A **JMT** Division

952 Houston Northwest Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2624 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

1 inch = 15 miles



EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2016, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated _____, 2016 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, _____ and ___/100 Stream Credits and _____ and ___/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Shop Rd. Extension Ph. 1 Road Transfer

Background Information:

During the Right-Of-Way (ROW) phase of this project, the ROW needed for the new roadway was obtained in the name of Richland County. The South Carolina Department of Transportation (SCDOT) agreed to take over this ROW once the construction was completed; however, because SCDOT no longer allows for an increase in their road system mileage, they require that the County take over the ROW of an equivalent lane-mile length of SCDOT roads.

The construction of the Shop Rd. Extension Ph. 1 project has now been completed. This new section of road is 1.06 centerline miles in length which equates to 4.24 lane miles of roadway since the new road consists of four lanes. The County will now have to assume ROW on 4.24 miles of two-lane SCDOT roads.

The Transportation Department coordinated with both the Richland County Public Works (PW) Department and SCDOT to select appropriate roads for this swap. Once the list of roads were chosen, a representative of PW went to each road and evaluated its condition. The roads listed below have been deemed to meet the County’s minimum road standards and are acceptable to staff. These roads are in areas where there is currently a mixture of County and SCDOT so taking over these roads will improve the uniformity of maintenance responsibility in these areas.

- Greengate Drive Hanbury Drive
- Irongate Drive Jodo Drive
- Maingate Drive Wade Kelly Road
- Woodgate Drive Starling Drive
- Mallard Road

Recommended Action:

Staff requests Council to approve the transfer of ROW for the above mentioned roadways from SCDOT to County in order for SCDOT to accept the Shop Rd. Extension Ph. 1 from the County.

Motion Requested:

Move to approve staff recommendatio

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no funding needs to complete this road transfer. The long-term fiscal impact will be the maintenance of the nine (9) roads.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

In 1994, the South Carolina Department of Transportation Commission established limitations for the mileage of state secondary roads in each county referred to as the cap. In May 2007, the Commission place further restrictions on the size of the secondary road system by establishing a new policy that would reverse the growth of the systems. The new policy lowered the county road cap when a road was removed from the system and established that only roads necessary for the interconnectivity of the state system or roads considered a major collector with significant traffic volumes would be considered for addition to the system. The only exception for adding local roads to the state system is through an exchange of roads as allowed by Section 57-5-80 of the South Carolina code of laws. This section allows SCDOT to delete roads of low traffic importance from the state system by substituting therefore an equal, or less, mileage of other roads of higher traffic importance as determined by traffic surveys and estimates. Residential streets and other local roads are not normally considered roads of high traffic importance. Any roads accepted into the state system through a road swap must meet state construction standards, must intersect with a road presently in the state system and presently be maintained by a government body as a public road.

The Richland County and SCDOT IGA is subject to this policy.

Maintenance cost per mile for a County road is approximately \$1,200.00.

Attachments:

1. S.C. Code of Laws, Section 57-5-80. Highway transfers from the state secondary system.
2. Letter from PW County Engineer
3. SCDOT Request For Transfer Documents

Note: The statutes printed below are current as of December 2016. To ensure that no changes have been made to the statutory language, consult <http://www.scstatehouse.gov/code/statmast.php>.

S.C. Code of Laws, Section 57-5-80. Highway transfers from the state secondary system.

The department may transfer from the state highway secondary system any road under its jurisdiction, determined by the department to be of low traffic importance, to one of the parties indicated in this section if mutual consent is reached between the department and the party that the road is being transferred to:

- (a) a county or municipality;
- (b) a school;
- (c) a governmental agency;
- (d) a nongovernmental entity; or
- (e) a person.

In all cases, the county or municipality shall have right of first refusal to accept roads into their maintenance responsibility when roads are considered for transfer from the state highway system to a nongovernmental entity or person and in no case may a state road be transferred to a nongovernmental entity unless all persons and businesses located on that road are in agreement with the transfer. Maintenance responsibility for roads transferred from the state highway system pursuant to the provisions of this section shall transfer from the jurisdiction of the department to the jurisdiction of the county or municipality, school, governmental agency, nongovernmental entity, or person, effective upon notice from the department of official action removing the road from the state highway system. Notification of the transfer must be given to the county's legislative delegation.

S.C. Code of Laws, Section 57-5-120. Abandonment of section of relocated highway.

The department may abandon as a part of the state highway system any section of highway which may be relocated, and every such section so abandoned as a part of the state highway system shall revert to the jurisdiction of the respective appropriate local authorities involved or be abandoned as a public way. But the department, in its discretion, may retain in the system any such relocated section when it serves as a needed connection to the new section or when it serves as a proper part of the state highway system.

S.C. Code of Laws, Section 57-9-10. Petition to abandon or close street, road or highway; notice thereof.

Any interested person, the State or any of its political subdivisions or agencies may petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not. Prior to filing the petition, notice of intention to file shall be published once a week for three consecutive weeks in a newspaper published in the county where such street, road or highway is situated. Notice also shall be sent by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change, and posted by the petitioning party along the street, road, or highway, subject to approval of the location of the posting by the governmental entity responsible for maintenance of the street, road, or highway. The Department of Transportation shall promulgate regulations which once

effective will establish the minimum mandatory size, language, and specific positioning of signs pursuant to this section.¹

S.C. Code of Laws, Section 57-9-20. Court shall make determination.

If the court shall determine that it is to be the best interest of all concerned that such street, road or highway be abandoned or closed, the court shall then determine in whom the title thereto shall be vested and issue an appropriate order.

S.C. Code of Laws, Section 57-9-30. Recording of court order.

The clerk of court or register of deeds of the county where the property is situated shall record the order of the court and index the same in the book of deeds to real property.

¹ Regulations are contained in 63-1000 of the South Carolina Code of State Regulations.

**RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS**

400 Powell Road
Columbia, SC 29203



January 30, 2020

To: Ms. Kim Toney, Richland County Transportation Department

RE: Transfer of Ownership and Maintenance of Roads from SCDOT to Richland County – Shop Road Extension Phase 1 Road Shop

The roads listed below have been inspected by Staff of the Engineering Division of the Richland County Department of Public Works and found to meet or exceed the minimum road standards for acceptance into Richland County Road Maintenance System (RMS):

Greengate Drive

Hanbury Drive

Irongate Drive

Jodo Drive

Maingate Drive

Wade Kelly

Woodgate Drive

Starling Drive

Mallard Road

Please feel free to contact this office with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, which appears to read "Stephen Staley".

Stephen Staley, PE

County Engineer

Department of Public Works

Engineering Division

**REQUEST FOR TRANSFER OF ROAD FROM STATE SECONDARY
SYSTEM TO ANOTHER GOVERNMENTAL AGENCY**

(REVISED 06/27/2019)

DESCRIPTION OF SECTION OF ROAD TO BE TRANSFERRED

COUNTY: RICHLAND ROAD NUMBER: ROAD SWAP ROAD NAME: SEE ATTACHED

LENGTH TO BE TRANSFERRED: 4.16 MILES

BEGINNING POINT: _____ ENDING POINT: _____

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

MULTIPLE ROUTES SEE ATTACHED SPREADSHEET AND MAPS

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. BY SIGNING BELOW, THE ENTITY ACKNOWLEDGES THAT THE ROAD MUST REMAIN OPEN TO THE PUBLIC UNLESS CLOSED PURSUANT TO APPROPRIATE LOCAL ROAD CLOSING PROCEDURES OR THE STATUTORY ROAD CLOSING PROCESS FOUND IN S. C. CODE SECTION 57-9-10, et seq.

GOVERNMENTAL AGENCY: _____
PLEASE TYPE OR PRINT

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED: _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF ROAD DATA SERVICES
955 PARK STREET - ROOM 515, P.O. BOX 191
COLUMBIA, S.C. 29202

**BASIS FOR TRANSFER
(TO BE COMPLETED BY SCDOT)**

CHECK ONE OF THE (2) TWO OPTIONS BELOW AND COMPLETE:

1. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ENTER DETAILS OF ROADS TO BE TRANSFERRED INTO THE ROAD SWAP DETAILS SPREADSHEET. PRINT AND ATTACH THE SPREADSHEET TO THIS FORM. IF THE SWAP INVOLVES MORE THAN ONE STATE ROUTE, ON PAGE 1 ENTER "ROAD SWAP" FOR THE ROAD NUMBER AND "SEE ATTACHED" FOR THE ROAD NAME. THE NUMBER OF LANE MILES ADDED TO THE STATE SYSTEM SHOULD NOT EXCEED THOSE REMOVED.

2. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

TRANSFER CHECKLIST (CHECK APPROPRIATE BOXES BELOW)

- ROAD IS NOT REQUIRED FOR DEPARTMENT PURPOSES
 ROAD IS OF LOW TRAFFIC IMPORTANCE. LIST FUNCTIONAL CLASSIFICATION: _____

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS: ¹

RIGHT OF WAY AT INTERSECTING ROADS SHALL REMAIN AS SHOWN ON ATTACHED PLAN SHEETS FOR ROADS S-1901, S-2409, S-2656, AND S-3972.

ADDITIONAL COMMENTS: _____

¹ A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOULD BE INCLUDED AS NEEDED.

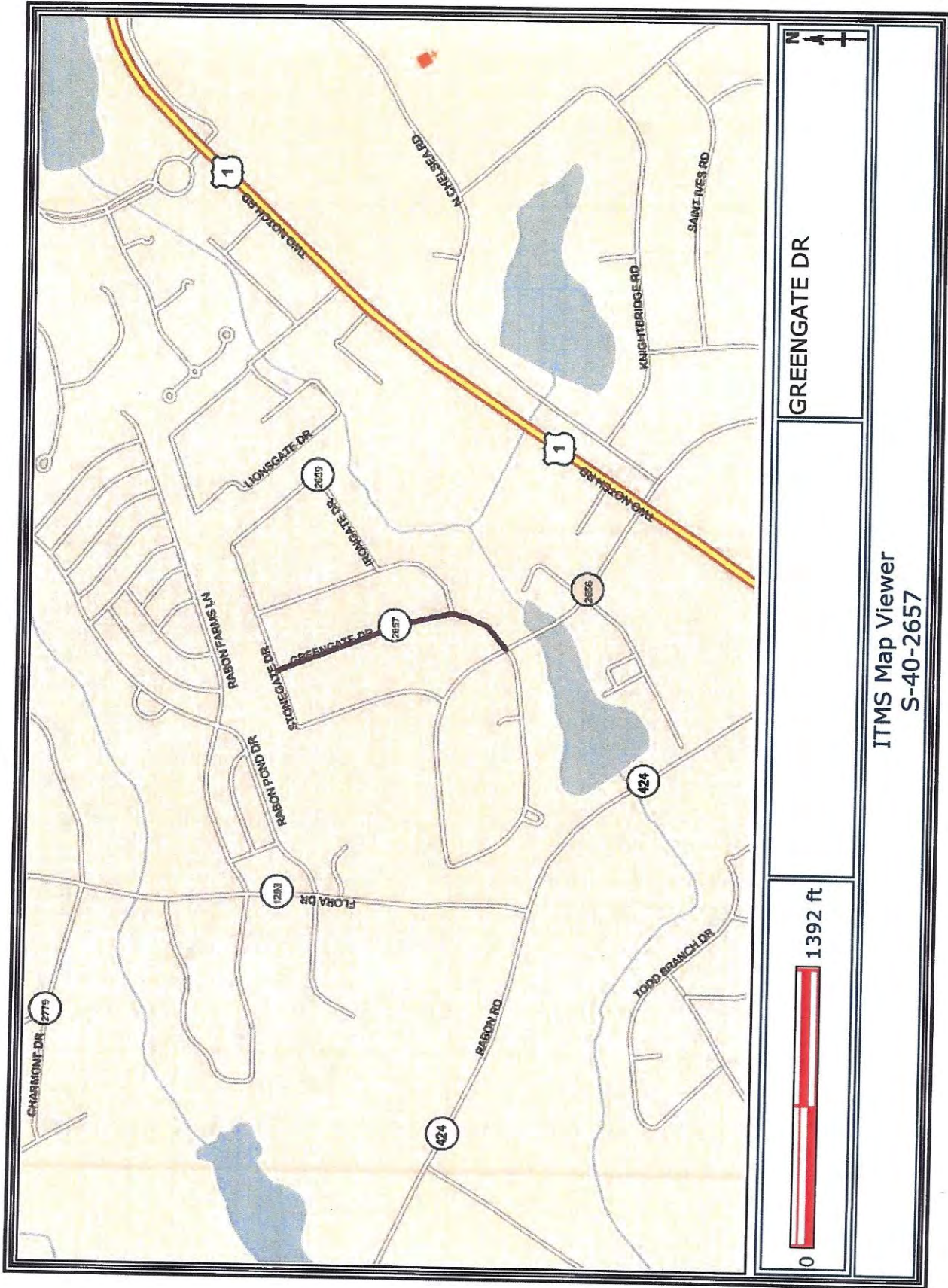
REQUEST SUBMITTED BY: _____ DATE: _____

CONCURRENCE BY: _____ DATE: _____
(DEA or Director)

SIGNATURE REQUIRED BELOW ONLY FOR ROUTES ABOVE MAJOR COLLECTOR OR IF SWAP RESULTS IN ADDING LANE MILES TO THE STATE SYSTEM:

APPROVED: _____ DATE: _____

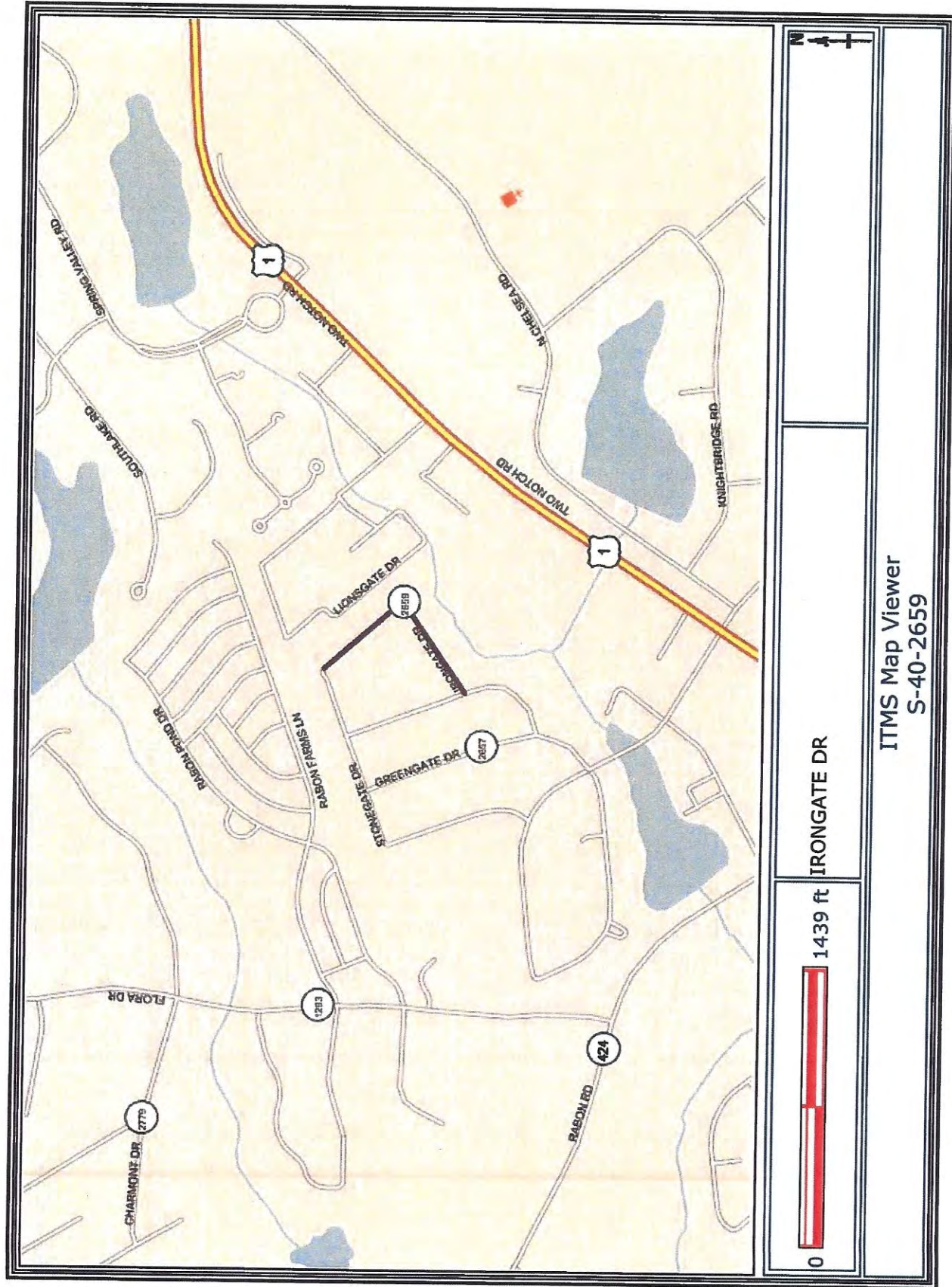
DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE



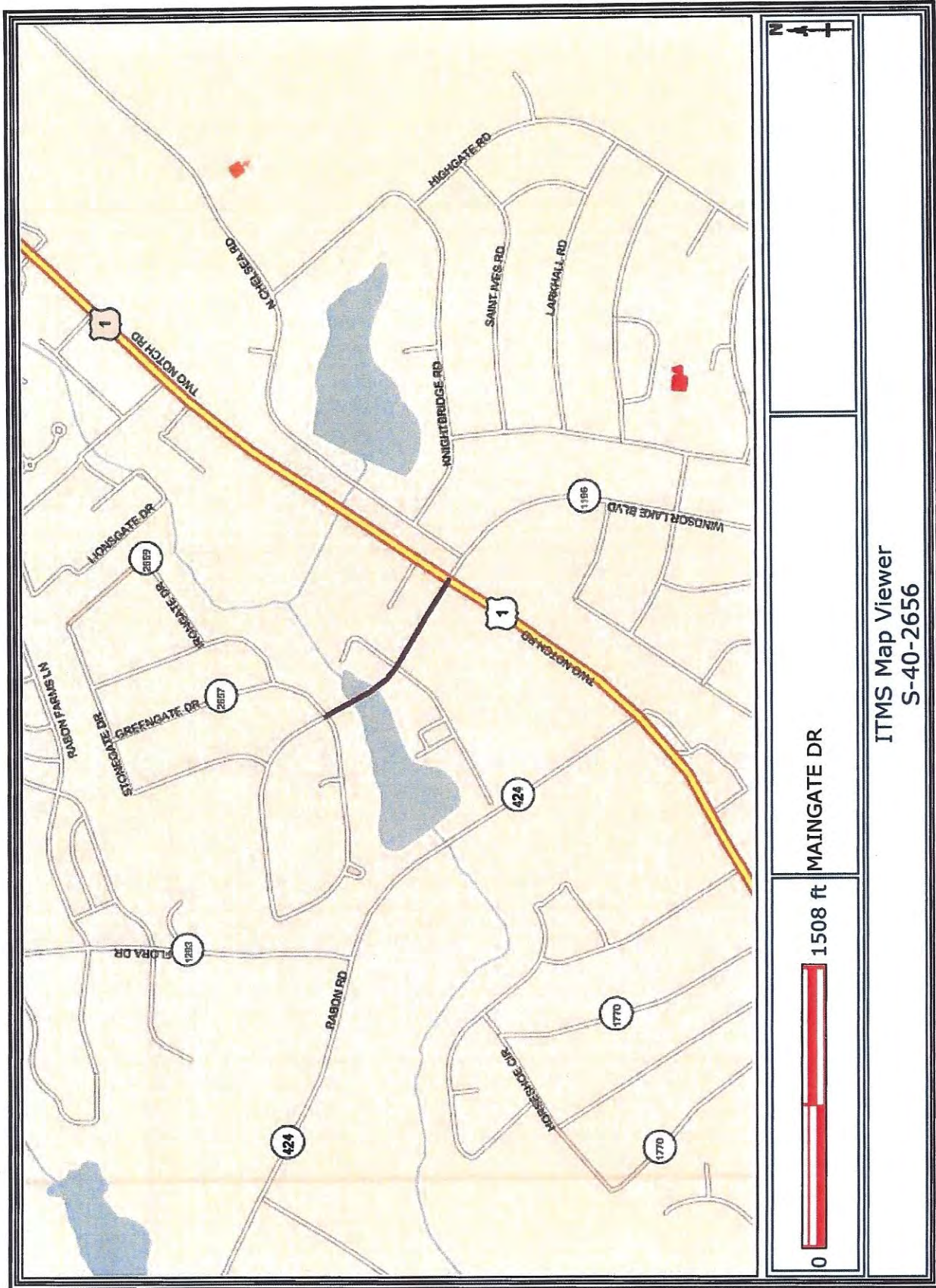
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S-40-2657

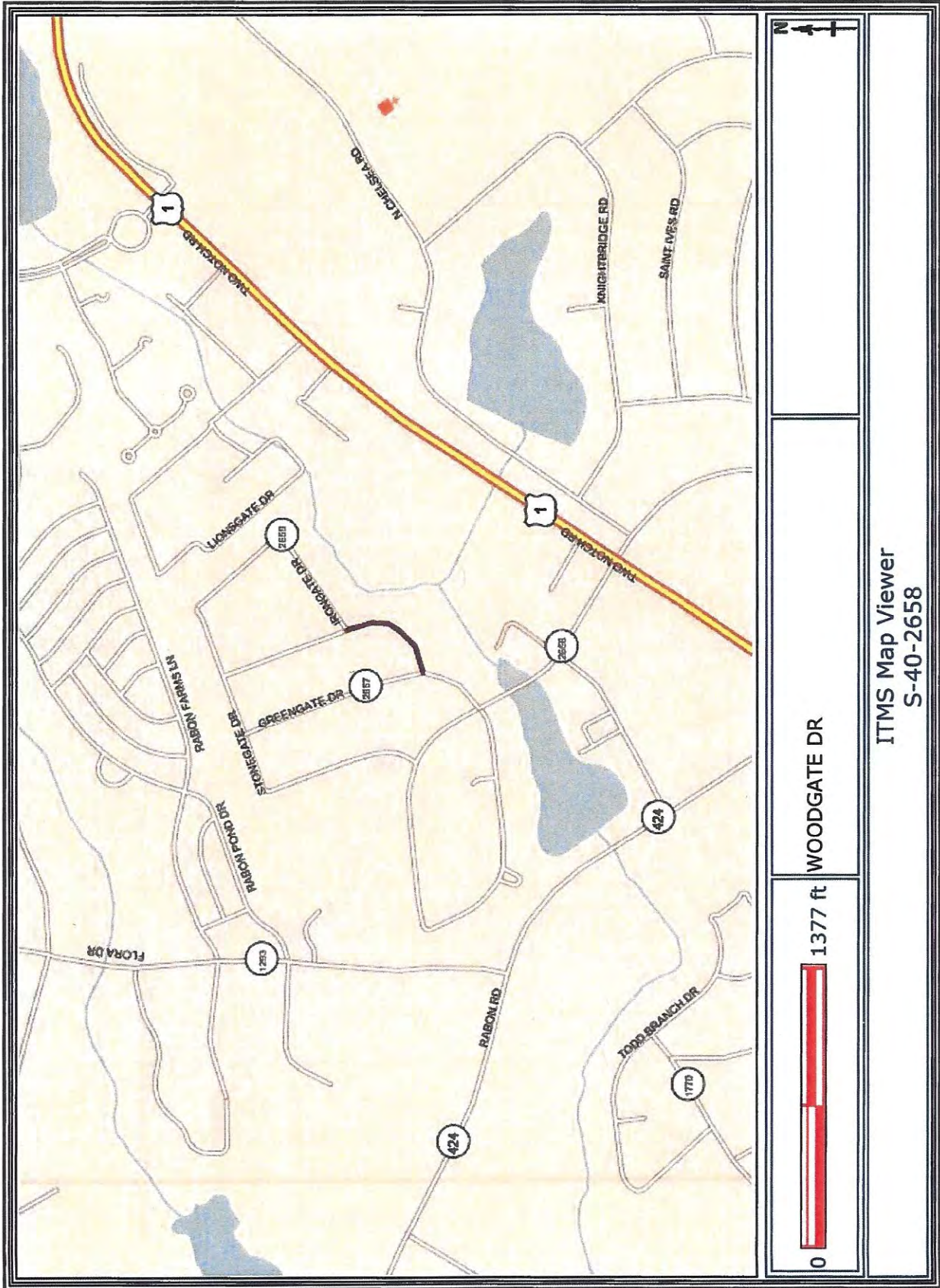
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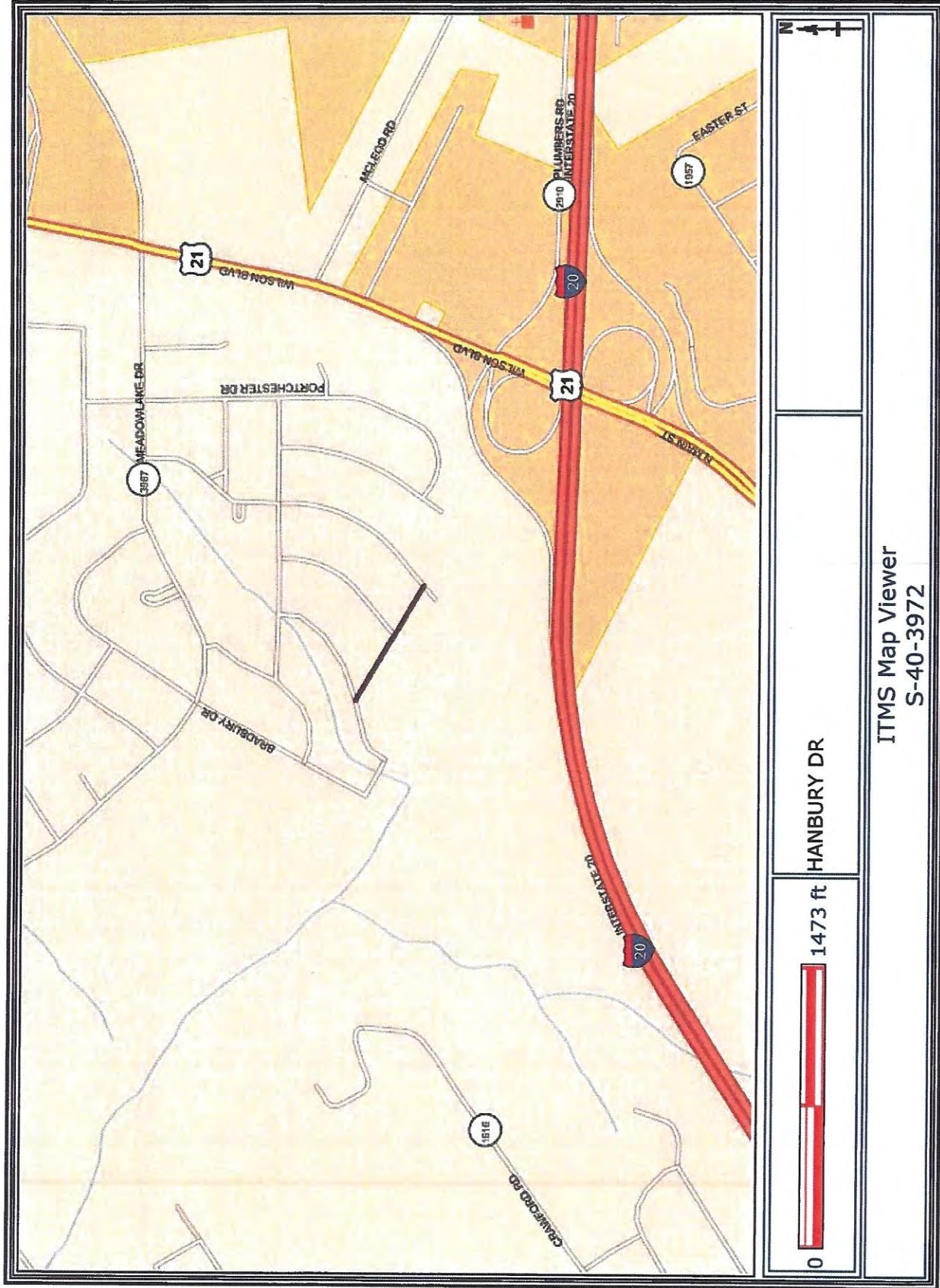


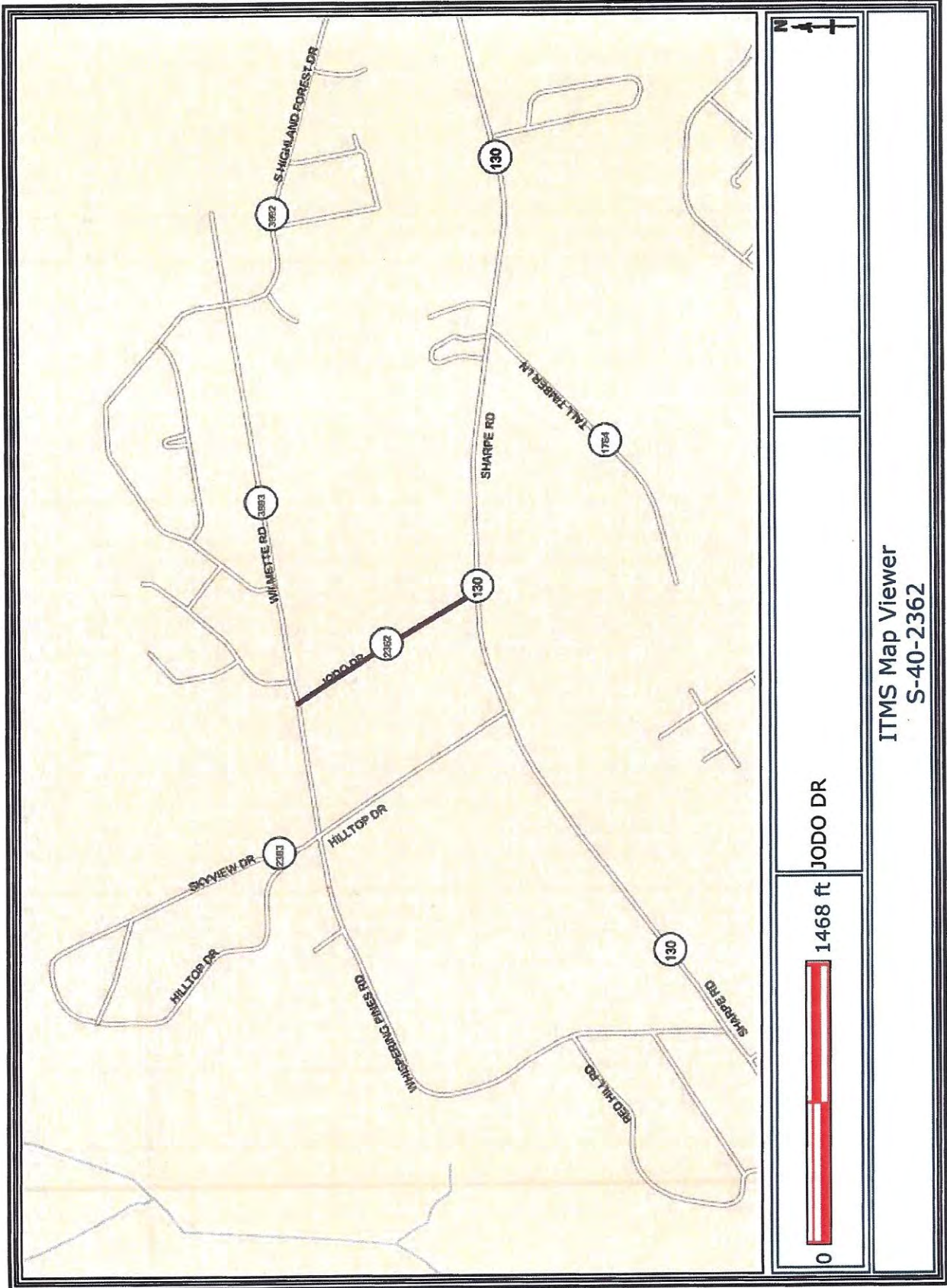
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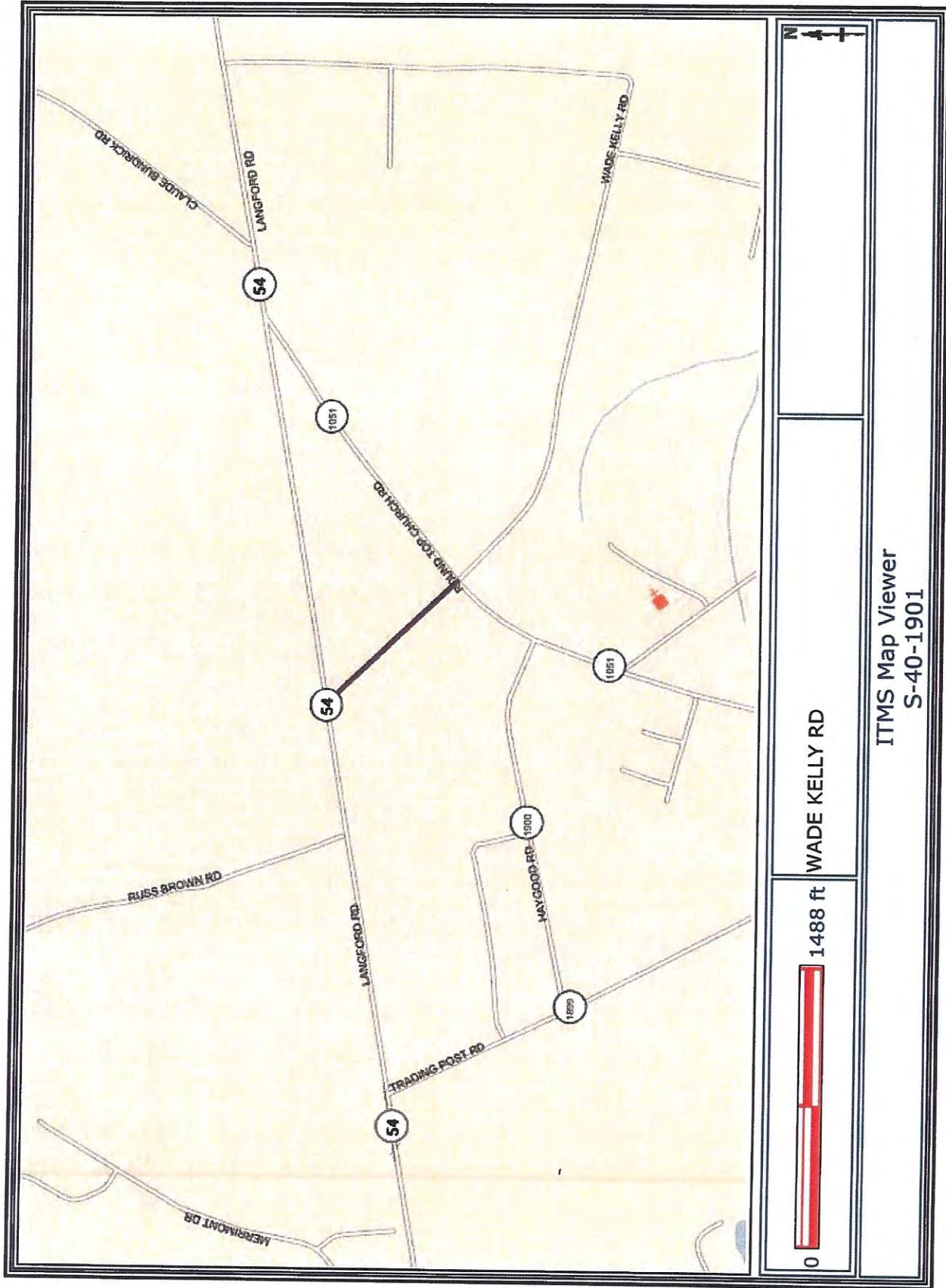


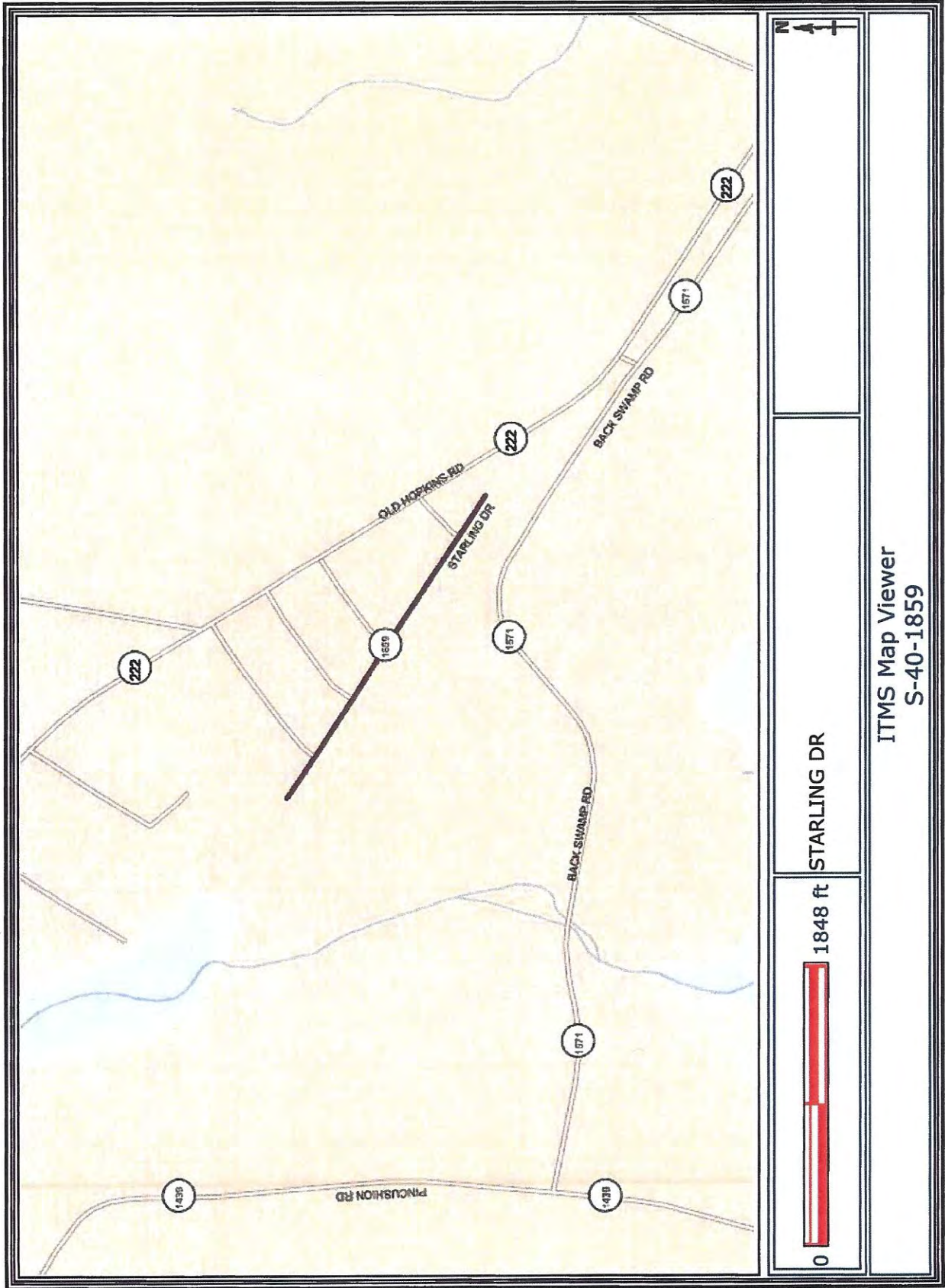
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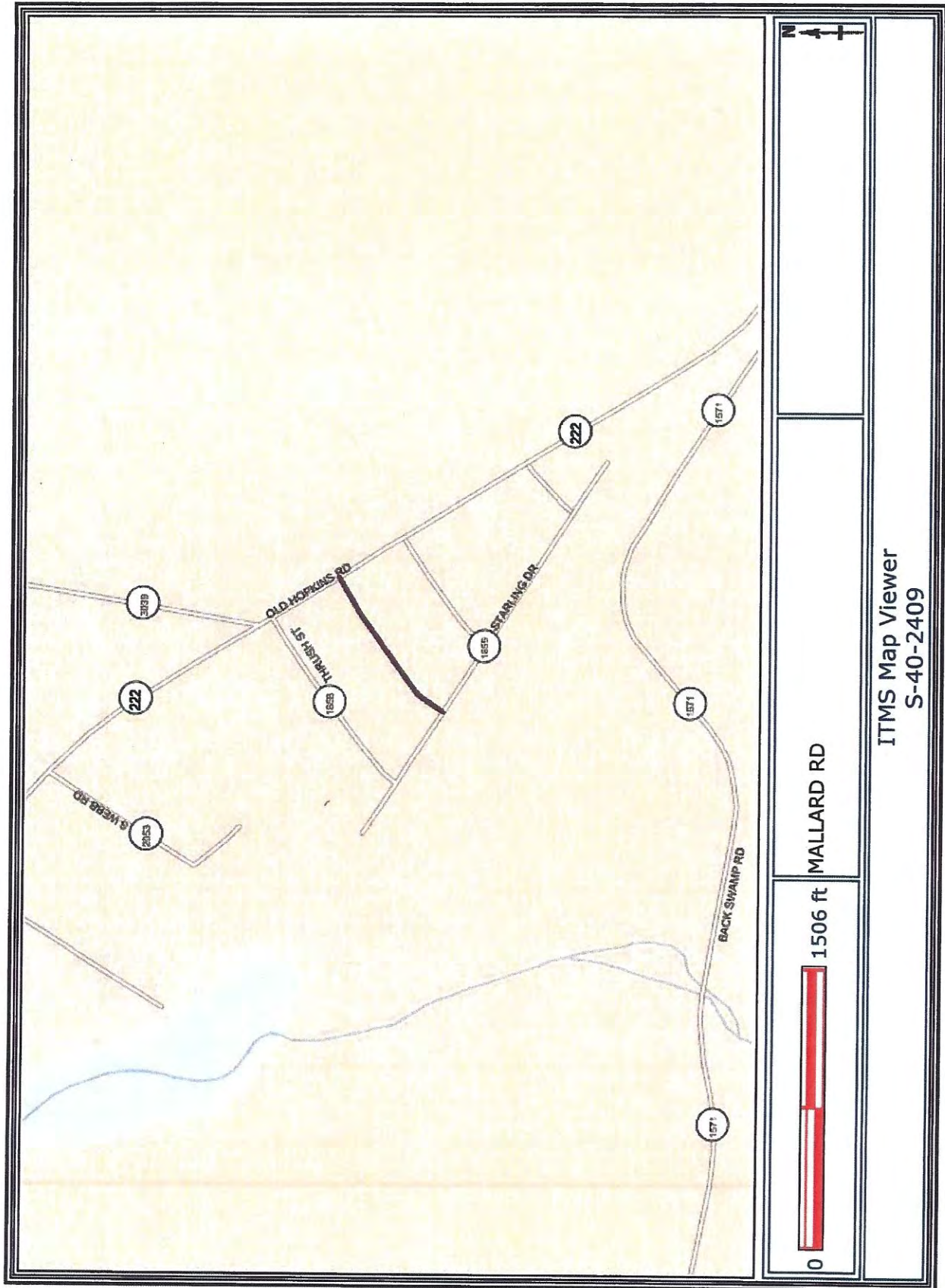








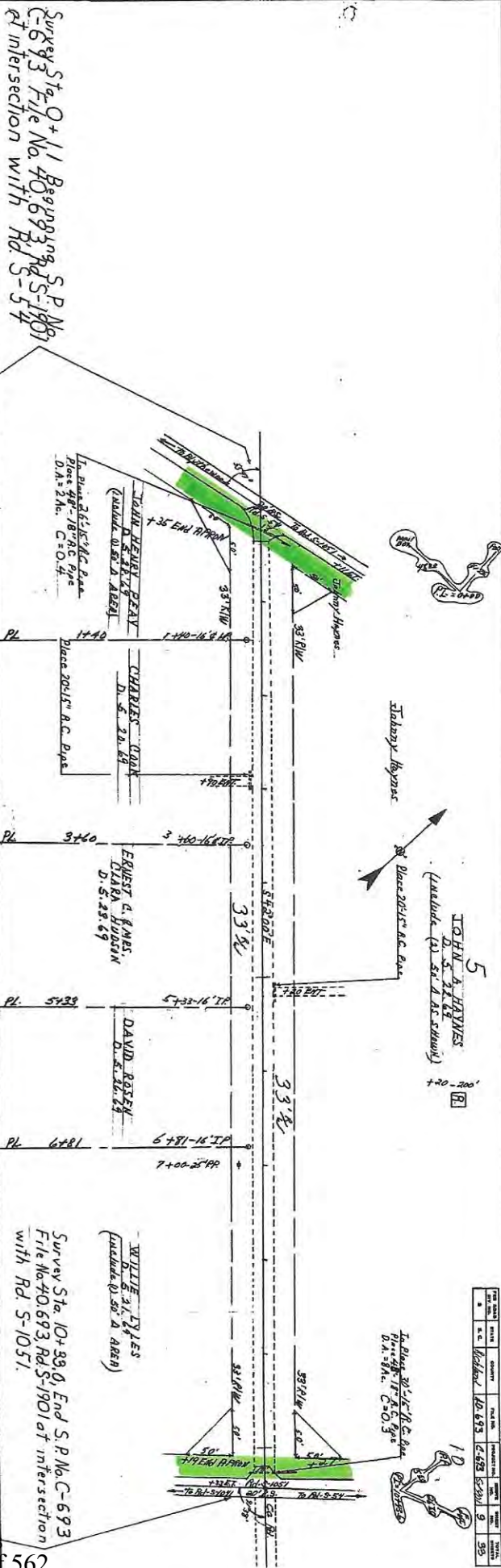
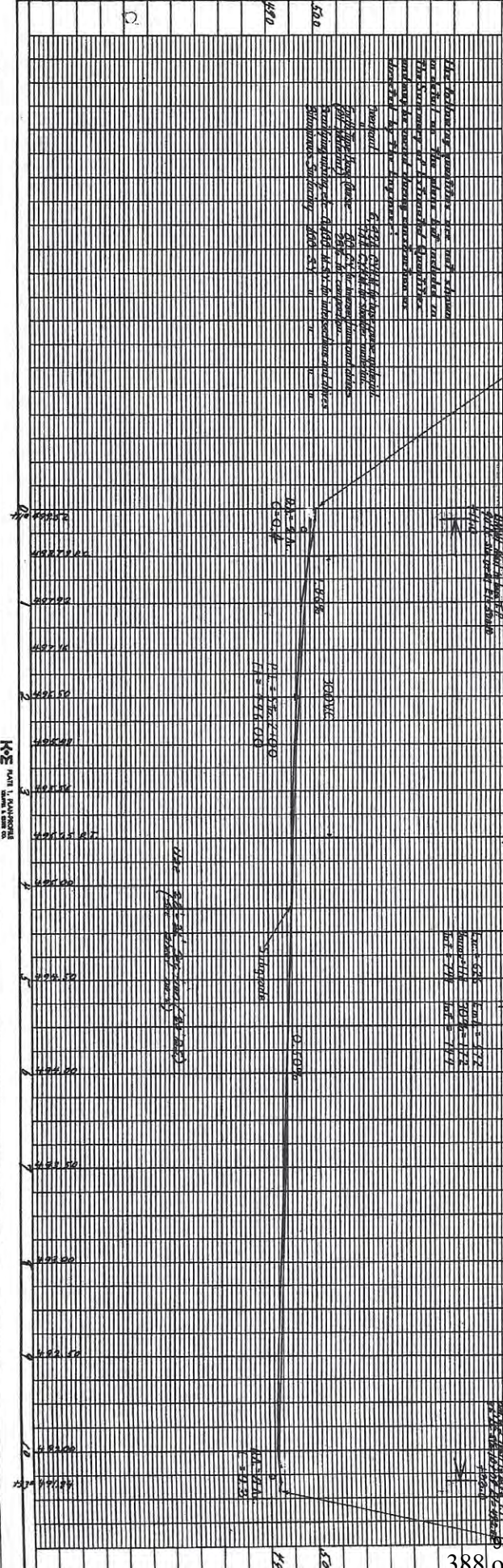




1901
1/10/01

PROFILE	SURVEYED	BY	DATE
NO. 1001	PLATT		
	GRADES CHECKED		
	IS IN NOTES		
	STRUCTURE NOTATIONS CHECKED		

PLAN	SURVEYED	BY	DATE
NO. 1001	PLATT		
	ALIGNMENT CHECKED		
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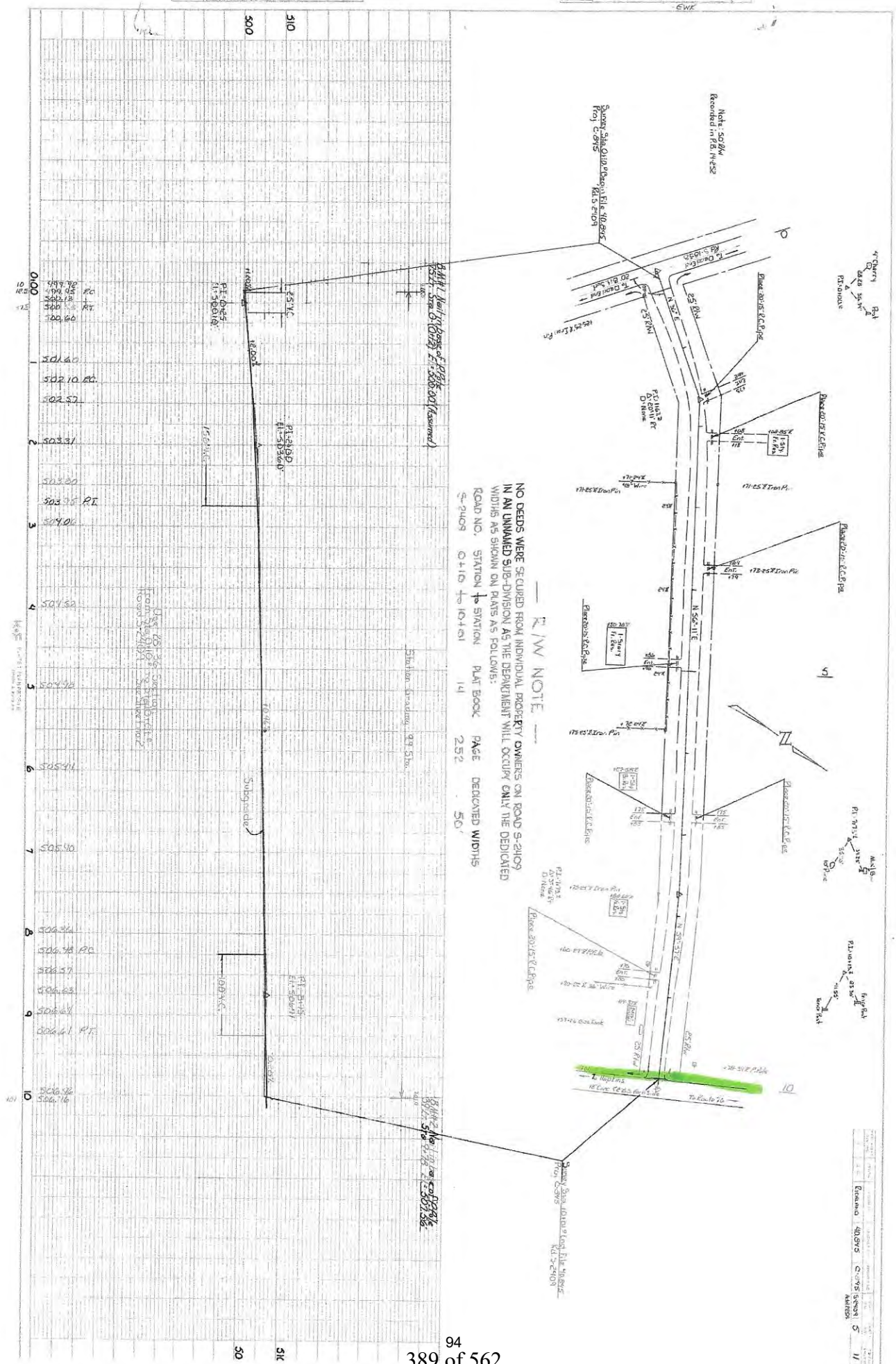
Survey Sta. O+11 Beginning S.P. No. C-693 File No. 40693 Rd. S-1901 at intersection with Rd. S-1051

Survey Sta. 10+88.0 End S.P. No. C-693 File No. 40693 Rd. S-1901 at intersection with Rd. S-1051.

NO.	DATE	BY	REVISION
1	10/10/01	PLATT	10693 C-693 S-1901
2			
3			
4			
5			

PLAN	DATE	BY
NO. 100	12/15/22	EWK
REV.	REVISION	
1	ADD 10' TO 10+00	

PROFILE	DATE	BY
NO. 100	12/15/22	EWK
REV.	REVISION	
1	ADD 10' TO 10+00	



PROJECT	NO. 100
DATE	12/15/22
BY	EWK
REV.	REVISION
1	ADD 10' TO 10+00

PHONE	NO.	7598
NOTE BOOK	NO.	7598
NO.	NO.	7598

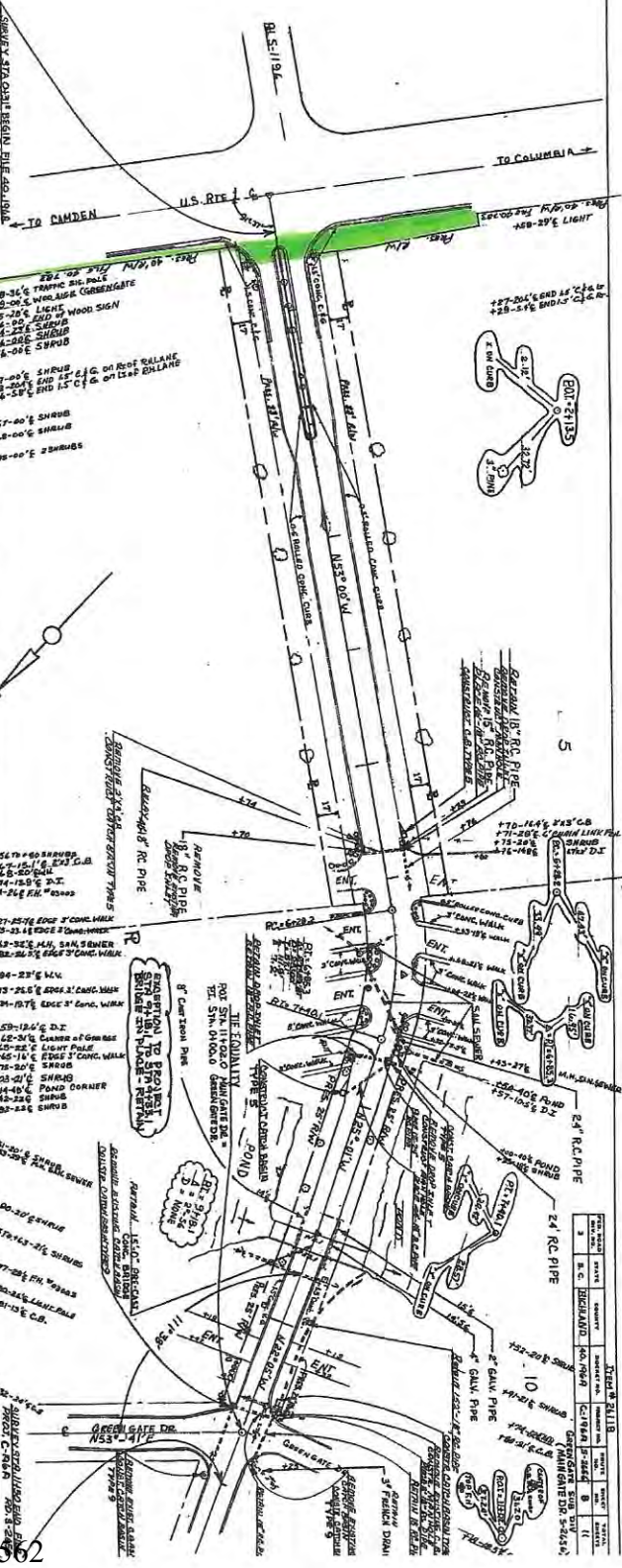
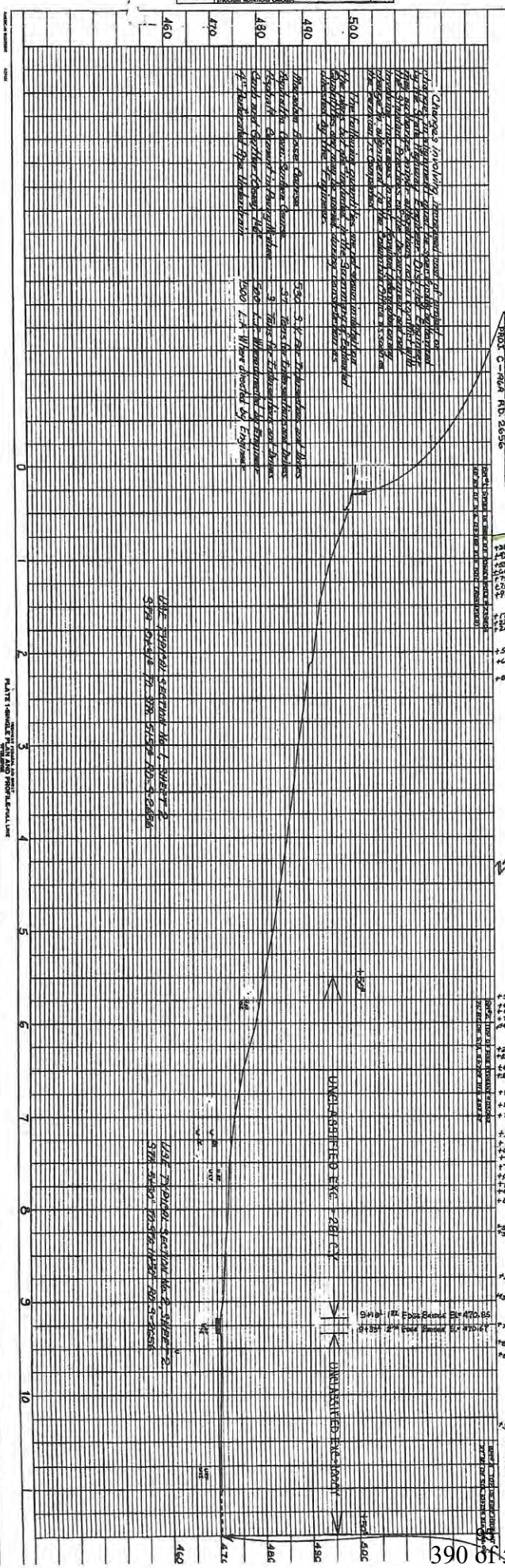
PLAN	NO.	7598
NOTE BOOK	NO.	7598
NO.	NO.	7598

50' R/W PLAT BOOK X
Page 2402

R/W NOTE

NO DEEDS WERE SECURED FROM INDIVIDUAL PROPERTY OWNERS ON PLOTS S-2656, S-2657, S-2658, S-2659 IN GREEN GATE SUBDIVISION IN BURLINGHAM COUNTY IN GREEN GATE SUBDIVISION AS THE DEPARTMENT WILL OCCUPY ONLY THE DEDICATED WIDTH AS RECORDED ON PLATS.

ROAD NO.	STATION TO STATION	PLAT BOOK	PAGE	DED. WIDTH
S-2656	0+31 TO 1+51	X	2402	66' 0"
S-2657	0+12 TO 13+49	X	2402	50'
S-2658	0+12 TO 6+16	X	2402	50'
S-2659	0+12 TO 12+70	X	2402	50'



PLAT 1 COMPLETE IN ALL R/W FROM PLAT BOOK X

DATE: 7/1/58

BY: [Signature]

POWER POLES PROPERTY OF
S.C.E. & CO.
TEL. 2905 5 WINDS GROUND
THE CABLE PROPERTY
OF BELL SYSTEM
Elev. 62' by PLUM 102 DUMR.
OFFICE SKY RECORDED IN
DEED BOOK # 349 PAGE 72



W.M. +72-11'E
E.H. +73-22'E

36" DR. BR. +55-25'E

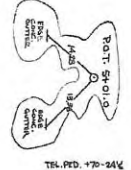
BEGIN CEDAR SHRUBS
71-10'E

END SHRUBS +81-18'E

W.M. +86-12'E

W.M. +77-22'E

W.V. +09-18'E
E.H. +09-22'E



TEL. P.D. +70-24'E

5" PINE +91-22'E

W.M. +19-22'E

60" CHAIN LINK FENCE
+64-24.5'E

W.M. +12-23'E

4" W.I. CHAIN LINK
DATA +50-24'E
W.V. +42-17.5'E
E.H. +42-23'E
W.V. +53-18'E

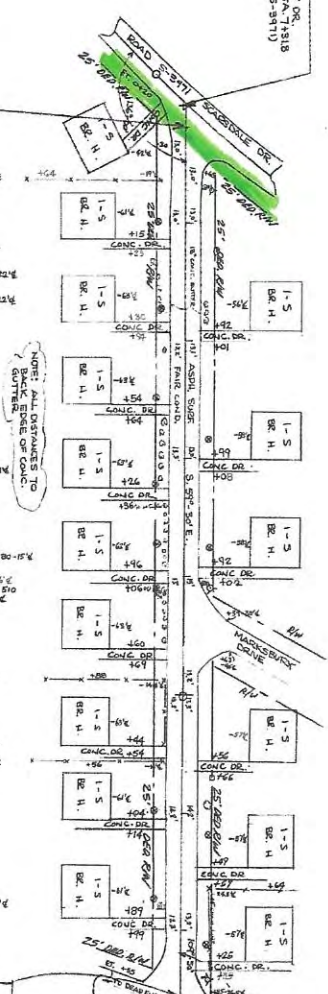


MANHOLES
+64-01.5'E

THE EQUILITY
R1 STA. 0400.0 HANBURY DR.
(R2 STA. 3472) = POC. STA. 1418
CORNERED DRIVE (R200 3471)

SURVEY STA. 0+20 BEGIN FILE 40,992
ROAD S-3972

B.M. #1 Nail in base Power Pole
38.13' elev. - (39.40' elev. 42' = 45.64')
B.M. #2 1" DIA. 3472
B.M. #3 1" DIA. 3472



SURVEY STA. 7+55 END FILE 40,992
ROAD S-3972

B.M. #1 Nail in base Power Pole
38.13' elev. - (39.40' elev. 42' = 45.64')
B.M. #2 1" DIA. 3472
B.M. #3 1" DIA. 3472

460
450
440
430

0 1 2 3 4 5 6 7 30'

46
45
44
43



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Department Budget Control

Background Information:

Typically, when a department receives its annual Council-approved budget, it is allowed to shift funding between projects as needed. This allows the department the flexibility to move forward with a different project in the event that an original project runs into issues that cannot be quickly resolved.

Historically, instead of allowing the Transportation Department this flexibility, the department has been required to receive Council approval any time funds need to be shifted from one project to another in a fiscal year. This sometimes prohibits the department from addressing project costs as they arise and causes undue delays in completing the projects by pushing them back to the next fiscal year.

Recommended Action:

Staff requests that the Transportation Department be allowed to transfer funds between projects in each fiscal year to address project costs as they occur up to \$100,000 for any one transaction. To maintain transparency of actions taken, the department will provide a list of actions quarterly to the Transportation Ad Hoc Committee. Amounts greater than \$100,000 would require Council approval.

Motion Requested:

Move to approve allowing the Transportation Department to transfer up to \$100,000 for any one transaction between projects in that fiscal year.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
-----------------------	-----

Meeting	N/A
Date	N/A

Discussion:

The Transportation Department independently developed its 2020/2021 budget based on information inherited from the PDT and anticipated work to occur in the next two years. This year, historic unknowns existed resulting in some projects being funded lower than needed and others having funding that was not immediately needed. Additionally, project schedule changes delayed some projects and that funding could address shortfalls in others projects. Anticipating actual start of design, acquisition timelines, and construction is not an exact process.

Inter-project transfers do not change the amount of money in the Council approved budget. It does not permanently take funds from projects. It allows the transfer of funding to where it is needed in order to continue work being performed, close out projects, or so work can start sooner than anticipated.

Construction inherently is unpredictable involving long lead items that can increase schedule length, fluctuating material cost, and weather among other variables. Allowing the department to transfer money from one project to another provides flexibility to address financial needs without the delays of bringing the matter to Committee and full Council.

For example:

This year we programmed \$632,020.65 in construction money for Bluff Road Widening, Phase 2. This project will not go to construction in FY 2020 due to project holds. Resurfacing Package Q is under construction and ahead of its November completion schedule, which will require additional funding this FY that was not anticipated.

Attachments:



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 14, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Staff Augmentation RFQ Selection

Background Information:

A Request For Qualifications (RFQ) was solicited for a staff augmentation contract to fill 10 positions needed to support the Transportation Department. The positions are listed below.

- Utility Coordinator – Full Time
- Right-Of-Way Manager – Full Time
- Right-Of-Way Agent – Part Time
- Program Control Analyst – Full Time
- Document Control Specialist – Full Time
- Construction Scheduler – Part Time
- Project Estimator – Part Time
- Project Engineer – As Needed
- Subject Matter Expert – As Needed
- Geotech\Testing Technician – As Needed

Seven proposals were received, reviewed by an evaluation team selected in accordance with Article X, Section 2-600 of the Code of Ordinances. All of the offerors are qualified. The seven firms are listed below.

- Denmark, Inc. – Recruiting Agency
- Hussey Gay Bell
- MSS Services, Inc. – Recruiting Agency
- OLH, Inc.
- Volkert, Inc.
- vTech Solutions – Recruiting Agency
- Weston & Sampson Engineers, Inc.

Recommended Action:

Staff anticipates, due to the number of positions being filled, that some firms from this qualified list may provide services in excess off \$100,000. Since it is unknown at this time exactly what position will be

filled using what firm, staff requests Council to approve award to these seven firms on the Staff Augmentation Qualified Vendor List.

Motion Requested:

Request Council to approve award to these seven firms on the Staff Augmentation Qualified Vendor List.

Request for Council Reconsideration: Yes

Fiscal Impact:

It is anticipated that the funding required to support these 10 positions per fiscal year is approximately \$988,165.

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

1. Consolidated Evaluation Scores
2. Positions Applied by Company
3. Ranking List-Alphabetical

Staff Augmentation Consolidated Evaluation Scores

Consolidated Evaluations									
Evaluation Criteria	Maximum Points	OLH, Inc.	Hussey Gay Bell	Denmark, Inc.	MSS Services, Inc.	Volkert, Inc.	Weston & Sampson Engineers, Inc.	vTech Solutions	0
RC- Project Name									
Ability & Capability	30								
Evaluator 1		30	15	5	5	20	20	5	0
Evaluator 2		28	28	23	22	25	24	25	0
Evaluator 3		30	30	25	30	30	30	30	0
	90	88	73	53	57	75	74	60	0
Performance History	10								
Evaluator 1		10	5	2	2	8	8	2	0
Evaluator 2		9	8	7	7	8	6	8	0
Evaluator 3		10	10	8	10	10	8	8	0
	30	29	23	17	19	26	22	18	0
Personnel Qualification	40								
Evaluator 1		40	20	10	10	40	40	20	0
Evaluator 2		38	37	26	25	34	34	32	0
Evaluator 3		40	40	30	30	40	40	40	0
	120	118	97	66	65	114	114	92	0
References	20								
Evaluator 1		10	20	5	20	10	5	5	0
Evaluator 2		18	19	17	17	19	19	15	0
Evaluator 3		20	20	15	15	15	20	15	0
	60	48	59	37	52	44	44	35	0
GRANDTOTAL	300	283	252	173	193	259	254	205	0

Staff Augmentation

RC-296-Q-2020

<u>Position</u>	<u>OLH, Inc.</u>	<u>Hussey Gay Bell</u>	<u>Volkert, Inc.</u>	<u>Weston & Sampson</u>	<u>Denmark, Inc.</u>	<u>MSS Services</u>	<u>vTech Solutions</u>
Utility Coordinator		X			X	X	X
Right-of-Way Manager	X				X	X	X
Right-Of-Way Agent	X				X	X	X
Program Control Specialist	X				X	X	X
Document Control Specialist	X				X	X	X
Construction Scheduler	X				X	X	X
Project Estimator	X		X	X	X	X	X
Project Engineer	X		X	X	X	X	X
Subject Matter Expert	X	X	X		X	X	X
Geotech\Testing Technician	X				X	X	X

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Date: February 14, 2020
To: Transportation Ad Hoc
Cc: Michael Niermeier, Director of Transportation
From: Sierra Flynn, Procurement Assistant Manager
Subject: Evaluation of RC-296-Q-2020 "Staff Augmentation"

After a thorough evaluation of the submittals for the above name Request for Qualifications, the evaluation team has ranked the firms and the following short list is provided, in an alphabetical order:

1. Denmark, Inc.
2. Hussey Gay Bell & DeYoung, Inc.
3. MSS Services, Inc.
4. OLH, Inc.
5. Volkert, Inc.
6. vTech Solution, Inc.
7. Weston & Sampson Engineers, Inc.



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee Subject: North Main CEI Services Contract Approval

Background Information:

Richland County selected eight (8) firms from procurement action RC-223-Q-2020 “Construction, Engineering & Inspection Services” in October 2019. Solicitation RC-312-P-2020, CE&I for North Main Street Widening Project, was advertised on Bid Express January 22, 2020 and closed on February 6, 2020. There were five (5) respondents.

Recommended Action:

The evaluation team recommends awarding the North Main Street Widening Project, CE&I services to the top ranked company, Brownstone Construction Group, not exceed \$165,473.19. Additionally, recommend approval of a contingency amount of \$ 35,484.08 for approved overtime.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

This is the necessary CE&I services required to complete the North Main Widening project.

Attachments:

- (1) Procurement Ranking List

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Date: February 19, 2020
To: Mr. Leonardo Brown, County Administrator
From: Jennifer Wladischkin, Procurement Manager
Subject: Ranking Report for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening


This memorandum is to provide a written report of the selection committee's ranking of the submittals for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening. After a thorough evaluation of the submittals for the above named Request for Proposal, the evaluation team has ranked the firms in the following order:

1. Brownstone
2. OLH, Inc.
3. Michael Baker Intl.
4. Neel-Shaffer, Inc.
5. Mead & Hunt, Inc.

Due to the award being in excess of \$100,000, County Council Approval will be sought.



County Administrator



Date

Richland County Council Request for Action

Subject:

Architect Firm to Design a Medical and Mental Health Housing Unit for the Alvin S. Glenn Detention Center

Notes:

February 25, 2020 – The committee recommended to approve the expenditure of up to \$185,000 for Moseley Architect to begin the initial design of the medical and mental health units, as a part of the Alvin S. Glenn Detention Center expansion project, which will complete the re-evaluation of the feasibility study.



Agenda Briefing

To: Committee Chair Dalhi Myers and Members of the Committee
Prepared by: Ronaldo D. Myers, Director
Department: Alvin S. Glenn Detention Center
Date Prepared: February 20, 2020 **Meeting Date:** February 25, 2020

Legal Review		Date:	
Budget Review	James Hayes via email	Date:	February 20, 2020
Finance Review	Stacey Hamm via email	Date:	February 20, 2020
Other Review:	Jennifer Wladischkin via email	Date:	February, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee: Detention Center Ad Hoc Committee
Subject: Architect firm to Design a Medical and Mental Health Housing Unit for the ASGDc

Recommended Action:

Staff recommends approval of the contact for Mosley Architect Firm to design the medical and mental health housing units as part of the Alvin S. Glenn Detention Center expansion project.

Motion Requested:

1. Motion to approve the contract to for Mosley Architect Firm to design the medical and mental health units as part of the Alvin S. Glenn Detention Center expansion project; or,
2. Move to deny the request to contact with Mosely Architect Firm

Request for Council Reconsideration: Yes

Fiscal Impact:

This project was funded in FY 2011/12 for \$12,500,000. The Office of Budget and Grants Management is coordinating with Operational Services, Procurement, and the Detention Center to ensure the funds are available in the current year.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In FY 2011/12 Richland County Council approved funding to build an expansion for bedspace for the Alvin S. Glenn Detention Center (ASGDC). Carter Goble Lee, LLC (CGL) completed a Needs Assessment in 2016 to study current and projected needs of the ASGDC based upon current and historical data. As a result of the assessment, CGL recognized a need for additional single cell housing to address difficulties in effective inmate classification. CGL recommended the following:

- The construction of a purpose housing unit for inmates with acute mental health needs.
- The construction of a purpose built housing units for inmates with acute medical needs.
- The conversion of 2 or 3 of the Phase 1, open dormitory housing units to single bed cells.
- The update or replacement of facility security electronics, to include video surveillance.

The Alvin S. Glenn Detention Center was built in several phases over multiple years to address the needs of the facility at the time. Each construction phase is independent in design and functionality, and phase is labeled and referred to by the ASGDC Staff in its chronological phase number.

- Phase I, opened in 1995, included 336 open bay beds for minimum and low medium custody offenders charged with non-violent crimes. The beds were distributed throughout 6 housing units containing 56 beds each.
- Phase II, opened in 1996, included 168 beds distributed throughout 3 housing units.
 - 56 single bed inmate orientation/initial classification unit
 - 56 bed special housing unit (SHU) that holds disciplinary inmates, administrative segregation inmates, and a de facto special needs unit
 - 56 bed maximum custody unit for detainees charged with violent offenses
- Phase III, opened in 1998, included 224 beds distributed throughout 4 housing units which house high medium and maximum custody level detainees.
 - 2 housing units containing 23 cells each with double bed occupancy for high medium custody level inmates
 - 2 housing units containing 56 cells each with single bed occupancy for higher custody level inmates.
- Phase IV, opened in 1998, included 112 beds distributed throughout two 56 bed open bay housing units for minimum custody inmate workers.
 - The unit was closed in 2014 due to plumbing/sewer issues and a decrease in population
 - This unit has been repurposed into office space and staff training facilities
- Phase V, opened in 2005, included a 280 beds distributed throughout 5 housing units in a hybrid design that enable the housing of detainees with multiple custody levels.
 - 112 beds for females detainees
 - 56 beds for a de facto medical unit
 - 112 beds for medium custody inmates

As the medical and mental health needs of the inmate population have increased, the facility has shifted the population to accommodate those needs. However, the ASGDC has received citations from the SC Fire Marshall for fire code violations as well as the SC Dept. Of Corrections Compliance, Standards, and Inspections Division for compliance violations to the SC Minimum Standards for Local Detention Facilities for custody level classification issues. To accommodate the medical needs of some inmates, Facility Administration has had to authorize the use of heavy duty extension cords for required medical equipment such as CPAP machines and nebulizers. On many occasions the hospital has deemed an inmate well enough to be discharged from the medical facility; however, upon the inmate's return to the facility, it is determined the inmate requires a higher level of medical care than the Detention Center is capable of providing due to a lack of required medical equipment, such as medical beds, nurses stations, and monitoring equipment.

Mental health needs are high for all detention centers throughout the United States. Currently, law enforcement has two alternatives to address a person in a mental health crisis: the emergency room or jail. Of the two, confinement in a jail setting is the easiest and quickest way to get a person in crisis in custody and off the street. In 2018, the Bureau of Justice Statistics (BJS) reported 14 percent of prisoners in state and federal facilities met the criteria for having serious mental health conditions. In local jails the number was 26 percent. Only five percent of the general population meets those criteria, according to the BJS. Mental illness also affects a higher percentage of female prisoners than males.

According to federal data, 40 percent of prisoners were diagnosed with a mental health disorder between 2011 and 2014. Every year, two million people with psychological problems are jailed based on estimates by the National Alliance on Mental Illness. A 2016, report by the Treatment Advocacy Center found that mentally ill prisoners are detained longer, cost more to house, are more likely to commit suicide, and be placed in solitary confinement.

The ASGDC has a large population of detainees with mental health needs. There are currently 336 identified inmates who have mental health needs; of those, 223 are seriously mental ill. Serious mental illness (SMI) is defined as a mental, behavioral, or emotional disorder resulting in serious functional impairment which substantially interferes with or limits one or more major life activities. Because some SMI detainees cannot be placed in general population housing units, they are assigned to the special management unit. However, the unit is not conducive to housing detainees with mental health needs. In fact, the lack of appropriate housing negatively impacts a detainee's mental health state due to prolonged confinement of 22-23 hours per day.

Detainees with SMI have taken critical single cell space from special management unit. Approximately 42%, or 24 beds, of our special management bed space is currently allocated to detainees with SMI. The facility was not designed to house inmates in this way. As previously mentioned, these inmates cannot be housed in general population with their respective custody level due to risk of victimization. A dedicated mental health housing unit will be conducive to treatment of those detainees with mental health needs. The detainees can participate in group and individual therapy sessions, which are presently unavailable. The underlying assumption is that by providing necessary treatment while in the custody of the Detention Center, the inmate's condition will improve, and with the continuity of care through existing community partnerships, there will be lower recidivism rates for those with a serious mental illness.

Attachments:

1. Medical and mental health stats for 2019
2. Medical and mental health stats for 2020
3. RFQ
4. Mosley Agreement
5. CGL Needs Assessment
6. Companies that Submitted Proposals
7. Consolidated Evaluations and Bid Tabulation

FACILITY NAME: **Richland Alvin S Glenn Detention Center 2019**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
AVERAGE DAILY POPULATION	765.4	772	777	754	715	718	714	761	787	823	817	787	760	9185
MEDICAL														
SECURITY BOOKINGS	939.0	945	990	945	918	986	939	996	974	973	887	881	834	11268
INTAKE SCREENING BY CCS	902.3	915	969	938	896	953	898	988	959	923	798	788	802	10827
SICK CALL - NURSES	246.6	489	205	372	290	182	242	386	203	68	44	196	282	2959
SICK CALL - PROVIDER	0.5	0	1	0	0	0	0	0	1	0	3	0	1	6
SICK CALL - TOTAL ENCOUNTERS	247.1	489	206	372	290	182	242	386	204	68	47	196	283	2965
SICK CALL - TOTAL REFERRALS RECEIVED	247.1	489	206	372	290	182	242	386	204	68	47	196	283	2965
EMERGENCY RESPONSE - ON-SITE	13.0	8	4	8	8	17	10	13	12	31	15	19	11	156
NURSE CONTACTS - TREATMENTS & MONITORING	5158.2	5739	5170	5616	5107	5020	5414	5222	5086	5409	4448	5191	4476	61898
HEALTH ASSESSMENTS	159.9	166	152	150	136	178	149	158	175	196	168	145	146	1919
ANNUAL HEALTH ASSESSMENTS COMPLETED	15.6	2	14	16	22	18	13	12	16	16	23	11	24	187
# OF INMATES INCARCERATED >12 MONTHS	163.2	158	168	158	155	148	163	168	158	156	172	168	186	1958
X-RAYS (NON-TB RELATED) ON-SITE	14.4	15	9	8	17	10	26	19	17	11	6	19	16	173
EKGs	4.3	5	4	4	5	3	4	5	4	3	6	5	4	52
MENTAL HEALTH														
PSYCHIATRIC PROVIDER														
NEW PATIENT VISITS	40.9	51	46	33	43	43	21	36	46	48	46	42	36	496
FOLLOW UP VISITS	62.3	63	76	78	77	87	51	47	45	46	52	58	68	742
BEHAVIORAL HEALTH PROVIDERS														
BEHAVIORAL HEALTH INITIAL EVALUATION	187.0	243	299	280	225	93	87	173	128	139	180	187	210	2221
FOLLOW-UP CONTACTS	615.3	1115	1275	895	768	242	149	238	228	509	643	667	655	7344
SICK CALL/REFERRAL CONTACTS	461.3	574	555	646	623	335	722	228	58	73	86	813	822	5174
SPECIAL NEEDS CONTACTS	17.3	17	17	19	12	25	12	16	12	9	11	24	34	191
SEGREGATION ROUNDS	286.4	300	307	450	480	184	132	177	209	229	384	275	310	3413
INDIVIDUAL THERAPY CONTACTS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROUP SESSIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
PATIENTS IN GROUP SESSIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
DISCHARGE PLANNING CONTACTS	12.1	25	35	40	35	10	0	0	0	0	0	0	0	157
SUICIDE WATCH														
# OF SELF HARM EVENTS	48.9	98	29	54	104	18	40	46	29	48	36	37	48	588
# OF SUICIDE ATTEMPTS	1.9	0	0	1	4	1	4	3	2	1	2	1	4	21
# OF SUICIDES	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
# OF SUICIDE WATCH EVENTS	49.6	18	29	123	123	18	40	46	29	48	36	37	48	597
TOTAL # OF DAYS FOR ALL SUICIDE WATCHES	128.6	21	56	68	85	31	130	153	131	216	194	202	256	1416
TRANSFERS														
# OF PETITIONS FOR EMERGENCY TRANSFERS	1.1	2	1	1	3	3	0	0	0	0	3	0	0	14
# OF PATIENTS CIVILLY COMMITTED	1.9	4	3	0	3	0	3	4	2	0	1	2	1	24
CRITICAL CLINICAL EVENTS														
# OF THERAPEUTIC RESTRAINT EPISODES	1.1	0	0	0	0	1	1	0	0	4	2	2	3	11
# OF EMERGENCY MEDICATION EPISODES	0.9	0	0	0	0	0	0	2	2	4	0	1	2	10
# OF PATIENTS ON INVOLUNTARY MEDICATION	0.6	0	0	0	0	0	0	0	0	4	1	1	1	7
BEHAVIORAL HEALTH DATA														
# OF PATIENTS ON SPECIAL NEEDS LIST	12.4	17	17	19	12	8	12	16	12	9	9	10	8	153
# OF BH SICK CALL REQUESTS/REFERRALS	699.5	574	555	646	623	717	389	955	837	734	729	813	822	8272
# OF MH SICK CALL REQUESTS/ REFERRALS	500.9	4	3	3	5	717	389	955	837	734	729	813	822	5690
# OF MH PATIENTS SENT OFF-SITE	2.3	0	3	1	1	0	0	0	8	5	2	3	4	25
# OF MH PATIENTS RETURNED OFF-SITE	1.7	0	3	1	1	0	0	0	2	2	2	4	5	17
DENTAL														
DENTAL EXAMS	73.8	92	74	83	69	94	40	65	67	90	72	73	66	885
DENTAL SICK CALL / SCREENS	73.8	92	74	83	69	94	40	65	67	90	72	73	66	885
EXTRACTIONS	21.9	18	22	29	23	38	4	15	32	23	25	19	15	263
REFUSALS	5.3	9	1	7	4	9	0	1	10	8	2	8	5	64
TEMPORARY FILLINGS	0.7	1	0	0	0	0	0	2	2	1	0	2	0	8
OFF-SITE DENTAL REFERRALS	0.1	0	0	0	0	0	0	0	0	0	0	0	1	1
OTHER SERVICES NOT LISTED (x-rays)	19.0	18	17	23	21	35	3	13	29	21	17	15	16	228
OFF-SITE SERVICES														
EMERGENCY ROOM VISITS	15.4	14	7	7	15	11	13	20	21	16	22	17	22	185
COUNTY	15.4	14	7	7	15	11	13	20	21	16	22	17	22	185
FEDERAL/ICE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
AMBULANCE TRANSPORTS to ER	7.5	9	0	3	12	6	6	10	8	9	9	3	15	90

FACILITY NAME: **Richland Alvin S Glenn Detention Center 2019**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
COUNTY	7.5	9	0	3	12	6	6	10	8	9	9	3	15	90
FEDERAL/ICE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
JAIL TRANSPORTS to ER	8.5	5	7	4	3	5	7	10	11	16	13	14	7	102
COUNTY	8.5	5	7	4	3	5	7	10	11	16	13	14	7	102
FEDERAL/ICE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HOSPITAL ADMISSIONS	4.9	4	2	3	5	4	3	6	9	4	5	6	8	59
COUNTY	4.9	4	2	3	5	4	3	6	9	4	5	6	8	59
FEDERAL/ICE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HOSPITAL DAYS	20.8	11	4	7	41	22	9	22	50	12	18	18	36	250
COUNTY	20.8	11	4	7	41	22	9	22	50	12	18	18	36	250
FEDERAL/ICE	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
AVERAGE LENGTH OF STAY	3.2	2	2	2	3	5	3	3	5	3	3	3	4	38
ON-SITE SPECIALTY CONSULTATIONS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OFF-SITE SPECIALTY CONSULTS	22.3	19	15	18	24	24	18	18	22	26	30	27	27	268
COUNTY	22.3	19	15	18	23	24	18	18	22	26	30	27	27	267
FEDERAL/ICE	0.1	0	0	0	1	0	0	0	0	0	0	0	0	1
ONE DAY SURGERIES	1.0	1	1	2	0	1	1	2	1	1	1	1	0	12
COUNTY	0.9	0	1	2	0	1	1	2	1	1	1	1	0	11
FEDERAL/ICE	0.1	1	0	0	0	0	0	0	0	0	0	0	0	1
OFF-SITE RADIOLOGY	2.7	1	2	2	6	4	0	2	6	5	2	0	2	32
DEATHS ON-SITE	0.1	0	0	0	0	0	0	0	0	1	0	0	0	1
DEATH IN CUSTODY	0.1	0	0	0	0	0	0	0	0	1	0	0	0	1
PHARMACEUTICALS														
TOTAL I/MS ON MEDS	951.4	929	868	903	756	876	834	1010	1074	1026	1097	1043	1001	11417
TOTAL I/MS ON MEDICAL MEDS	458.2	444	401	423	422	418	411	475	513	494	527	499	471	5498
TOTAL I/MS ON PSYCHOTROPIC MEDS	231.9	237	223	233	224	225	186	218	238	243	253	259	244	2783
TOTAL I/MS NONFORMULARY MEDS	97.3	86	83	80	73	63	77	109	119	104	128	114	131	1167
CHRONIC CARE														
ASTHMA/COPD	58.2	21	33	39	42	52	59	56	54	80	109	94	59	698
DIABETICS	37.6	11	24	20	27	32	41	34	53	51	72	45	41	451
DIALYSIS	0.6	0	0	1	1	0	0	0	1	1	1	1	1	7
HIV	19.7	14	21	22	22	19	22	25	28	22	16	16	9	236
PREGNANCY	2.4	3	1	3	2	2	3	3	1	2	2	3	4	29
HYPERTENSION / CARDIOVASCULAR	139.3	138	134	166	202	119	154	202	142	141	72	86	116	1672
SEIZURE DISORDERS	24.6	12	20	22	22	20	20	25	27	27	41	24	35	295
THYROID	1.2	1	1	2	2	0	1	1	1	1	1	2	1	14
TUBERCULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	71.3	64	78	86	73	68	73	64	58	62	83	78	68	855
INFECTIOUS DISEASE CONTROL														
PPDs PLANTED	201.7	185	200	170	187	204	169	241	204	218	237	198	207	2420
PPDs READ	172.4	162	185	157	156	167	137	218	156	194	191	163	183	2069
POSITIVE PPDs	0.9	2	0	1	4	0	0	1	0	0	0	1	2	11
TB RELATED CHEST X-RAYS	8.9	14	13	9	7	3	7	11	5	6	14	9	9	107
ACTIVE TB	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV TEST	18.1	12	20	21	21	35	12	10	28	13	14	16	15	217
POSITIVE HIV	0.2	1	0	0	0	0	0	1	0	0	0	0	0	2
# OF POSITIVE HIV INMATES	18.4	14	14	14	22	19	22	25	28	22	16	16	9	221
HEPATITIS A	0.3	0	0	0	1	1	0	0	0	0	0	1	1	4
HEPATITIS B	0.3	0	0	0	1	1	0	0	0	0	1	0	0	3
HEPATITIS C	1.8	2	1	0	2	0	1	2	1	4	5	2	2	22
CHLAMYDIA	1.5	2	1	2	3	1	0	2	2	1	0	2	2	18
GONORRHEA	0.4	0	0	0	0	1	0	1	0	1	0	1	1	5
SYPHILIS	0.2	0	0	1	0	0	0	0	0	1	0	0	0	2
OTHER STD	0.3	0	0	0	0	0	0	3	0	0	0	0	0	3
PEDICULOSIS	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SCABIES	0.1	0	0	0	0	0	0	0	0	1	0	0	0	1
MRSA CONFIRMED	0.1	0	0	0	1	0	0	0	0	0	0	0	0	1
CONFIRMED MRSA TREATED	0.1	0	0	0	1	0	0	0	0	0	0	0	0	1
SUSPECTED MRSA TREATED	0.1	0	0	0	1	0	0	0	0	0	0	0	0	1
GRIEVANCES														
INMATES WITH GRIEVANCES	19.8	13	13	22	28	27	24	21	18	16	31	15	9	237
DISSATISFIED WITH MEDICAL CARE	1.7	0	2	1	0	1	3	1	1	2	8	1	0	20
DISSATISFIED WITH DENTAL CARE	0.3	0	0	0	0	0	2	0	0	0	0	1	0	3
DISSATISFIED WITH MENTAL HEALTH CARE	0.8	1	1	1	1	1	2	0	0	0	1	1	0	9
DISSATISFIED WITH STAFF CONDUCT	2.8	3	1	2	8	2	3	2	3	0	4	5	0	33
DISSATISFIED WITH DELAY IN HEALTHCARE	3.2	4	4	6	8	6	5	0	0	0	4	1	0	38
PROBLEMS WITH MEDS	5.4	1	2	3	7	9	8	11	9	7	6	2	0	65
REQUEST TO BE SEEN	1.5	1	3	0	0	0	4	0	1	1	6	2	0	18
OTHER	7.1	8	8	9	8	8	4	5	3	6	11	6	9	85

FACILITY NAME: Richland Alvin S Glenn Detention Center 2019														
Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD

FACILITY NAME: **Richland Alvin S Glenn Detention Center 2020**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
AVERAGE DAILY POPULATION	782.0	782												782
MEDICAL														
SECURITY BOOKINGS	996.0	996												996
INTAKE SCREENING BY CCS	968.0	968												968
SICK CALL - NURSES	384.0	384												384
SICK CALL - PROVIDER	2.0	2												2
SICK CALL - TOTAL ENCOUNTERS	386.0	386												386
SICK CALL - TOTAL REFERRALS RECEIVED	386.0	386												386
EMERGENCY RESPONSE - ON-SITE	17.0	17												17
NURSE CONTACTS - TREATMENTS & MONITORING	5404.0	5404												5404
HEALTH ASSESSMENTS	157.0	157												157
ANNUAL HEALTH ASSESSMENTS COMPLETED	18.0	18												18
# OF INMATES INCARCERATED >12 MONTHS	168.0	168												168
X-RAYS (NON-TB RELATED) ON-SITE	19.0	19												19
EKGs	4.0	4												4
MENTAL HEALTH														
PSYCHIATRIC PROVIDER														
NEW PATIENT VISITS	53.0	53												106
FOLLOW UP VISITS	69.0	69												138
BEHAVIORAL HEALTH PROVIDERS														
BEHAVIORAL HEALTH INITIAL EVALUATION	239.0	239												478
FOLLOW-UP CONTACTS	982.0	982												1964
SICK CALL/REFERRAL CONTACTS	770.0	770												1540
SPECIAL NEEDS CONTACTS	9.0	9												18
SEGREGATION ROUNDS	286.0	286												572
INDIVIDUAL THERAPY CONTACTS	0.0	0												0
GROUP SESSIONS	0.0	0												0
PATIENTS IN GROUP SESSIONS	0.0	0												0
DISCHARGE PLANNING CONTACTS	0.0	0												0
SUICIDE WATCH														
# OF SELF HARM EVENTS	43.0	43												86
# OF SUICIDE ATTEMPTS	4.0	4												8
# OF SUICIDES	0.0	0												0
# OF SUICIDE WATCH EVENTS	43.0	43												86
TOTAL # OF DAYS FOR ALL SUICIDE WATCHES	176.0	176												352
TRANSFERS														
# OF PETITIONS FOR EMERGENCY TRANSFERS	1.0	1												2
# OF PATIENTS CIVILLY COMMITTED	1.0	1												2
CRITICAL CLINICAL EVENTS														
# OF THERAPEUTIC RESTRAINT EPISODES	3.0	3												6
# OF EMERGENCY MEDICATION EPISODES	1.0	1												2
# OF PATIENTS ON INVOLUNTARY MEDICATION	0.0	0												0
BEHAVIORAL HEALTH DATA														
# OF PATIENTS ON SPECIAL NEEDS LIST	8.0	8												16
# OF BH SICK CALL REQUESTS/REFERRALS	1221.0	1221												2442
# OF MH SICK CALL REQUESTS/ REFERRALS	1221.0	1221												2442
# OF MH PATIENTS SENT OFF-SITE	5.0	5												10
# OF MH PATIENTS RETURNED OFF-SITE	6.0	6												12
DENTAL														
DENTAL EXAMS	83.0	83												83
DENTAL SICK CALL / SCREENS	83.0	83												83
EXTRACTIONS	32.0	32												32
REFUSALS	5.0	5												5
TEMPORARY FILLINGS	0.0	0												0
OFF-SITE DENTAL REFERRALS	2.0	2												2
OTHER SERVICES NOT LISTED (x-rays)	26.0	26												26
OFF-SITE SERVICES														
EMERGENCY ROOM VISITS	19.0	19												19
COUNTY	19.0	19												19
FEDERAL/ICE	0.0	0												0
AMBULANCE TRANSPORTS to ER	9.0	9												9

FACILITY NAME: **Richland Alvin S Glenn Detention Center 2020**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD
COUNTY	9.0	9												9
FEDERAL/ICE	0.0	0												0
JAIL TRANSPORTS to ER	10.0	10												10
COUNTY	10.0	10												10
FEDERAL/ICE	0.0	0												0
HOSPITAL ADMISSIONS	4.0	4												4
COUNTY	4.0	4												4
FEDERAL/ICE	0.0	0												0
HOSPITAL DAYS	13.0	13												13
COUNTY	13.0	13												13
FEDERAL/ICE	0.0	0												0
AVERAGE LENGTH OF STAY	3.0	3												3
ON-SITE SPECIALTY CONSULTATIONS	0.0	0												0
OFF-SITE SPECIALTY CONSULTS	30.0	30												30
COUNTY	30.0	30												30
FEDERAL/ICE	0.0	0												0
ONE DAY SURGERIES	0.0	0												0
COUNTY	0.0	0												0
FEDERAL/ICE	0.0	0												0
OFF-SITE RADIOLOGY	1.0	1												1
DEATHS ON-SITE	0.0	0												0
DEATH IN CUSTODY	0.0	0												0
PHARMACEUTICALS														
TOTAL I/MS ON MEDS	1118.0	1118												1118
TOTAL I/MS ON MEDICAL MEDS	538.0	538												538
TOTAL I/MS ON PSYCHOTROPIC MEDS	264.0	264												264
TOTAL I/MS NONFORMULARY MEDS	132.0	132												132
CHRONIC CARE														
ASTHMA/COPD	54.0	54												54
DIABETICS	32.0	32												32
DIALYSIS	1.0	1												1
HIV	17.0	17												17
PREGNANCY	3.0	3												3
HYPERTENSION / CARDIOVASCULAR	130.0	130												130
SEIZURE DISORDERS	12.0	12												12
THYROID	3.0	3												3
TUBERCULOSIS	0.0	0												0
OTHER	76.0	76												76
INFECTIOUS DISEASE CONTROL														
PPDs PLANTED	195.0	195												195
PPDs READ	141.0	141												141
POSITIVE PPDs	0.0	0												0
TB RELATED CHEST X-RAYS	14.0	14												14
ACTIVE TB	0.0	0												0
HIV TEST	10.0	10												10
POSITIVE HIV	0.0	0												0
# OF POSITIVE HIV INMATES	17.0	17												17
HEPATITIS A	1.0	1												1
HEPATITIS B	1.0	1												1
HEPATITIS C	3.0	3												3
CHLAMYDIA	2.0	2												2
GONORRHEA	2.0	2												2
SYPHILIS	1.0	1												1
OTHER STD	2.0	2												2
PEDICULOSIS	0.0	0												0
SCABIES	0.0	0												0
MRSA CONFIRMED	0.0	0												0
CONFIRMED MRSA TREATED	0.0	0												0
SUSPECTED MRSA TREATED	0.0	0												0
GRIEVANCES														
INMATES WITH GRIEVANCES	13.0	13												13
DISSATISFIED WITH MEDICAL CARE	4.0	4												4
DISSATISFIED WITH DENTAL CARE	0.0	0												0
DISSATISFIED WITH MENTAL HEALTH CARE	0.0	0												0
DISSATISFIED WITH STAFF CONDUCT	2.0	2												2
DISSATISFIED WITH DELAY IN HEALTHCARE	3.0	3												3
PROBLEMS WITH MEDS	0.0	0												0
REQUEST TO BE SEEN	0.0	0												0
OTHER	8.0	8												8

FACILITY NAME: **Richland Alvin S Glenn Detention Center 2020**

Health Services Statistical Report	Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals YTD



**REQUEST FOR QUALIFICATIONS
RC-136-Q-2019
Design Services for ASGDC Expansion**

Richland County Government will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the authorized representative shown below must be notified immediately.

All questions must be addressed to the person listed in block # 3 of Section "F" prior to submitting a qualification.

Authorized Representative Jennifer Wladischkin CPPM Procurement Manager	Signature	Date 12/17/2018
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Table of Contents

1. Solicitation Contents:

Sections	Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	REQUIREMENTS (<i>provide responses</i>)	5	YES
SECTION - C	SPECIAL CONDITIONS	4	NO
SECTION - D	GENERAL CONDITIONS	1	NO
SECTION - E	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DRUG FREE WORKPLACE	3	YES
	NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1	YES
SECTION - F	SOLICITATION, OFFER & AWARD	1	YES
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Respondent acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 334,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section-B

Requirements

Purpose

Richland County (herein referred to as "County") is soliciting Requests for Qualifications (RFQ) from architect firms (herein referred to as the "Firm") for design services for a facility expansion (herein referred to as the "the Project") at the Alvin S. Glenn Detention Center (ASGDC), located at 201 John Mark Dial Drive, Columbia, S.C. (Parcel R16100-03-07). The County intends to contract with the successful design team using terms and conditions of AIA-B133-2014 and a Construction Manager at Risk under AIA A133-2009 for the Project. Design services shall include cooperation with the Construction Manager at Risk in his/her preparation of preliminary and final Guaranteed Maximum Price (GMP), revisions to documents to reflect County review comments, and changes to documents required to meet the budget.

Request for Qualifications

The County is seeking statements of qualification form Firms interested in being considered and evaluated for the project.

The County is seeking a Firm that shall have experience with designing correctional facilities. Responding Firms must understand and demonstrate understanding of the American Correctional Association (ACA) standards, the Minimum Standards for Local Detention Facilities in South Carolina (current version), ASTM standards under jurisdiction of F33 (Detention and Correctional Facilities), have the appropriate knowledge of the current International Building Code, electrical, mechanical, fire, and safety codes, the Americans with Disabilities Act (ADA), the Department of Health and Environmental Control (DHEC), and the Occupational Safety and Health Administration among others.

Project Description

An October 2016 Needs Assessment of The ASGDC, identified several areas as needing improvement to meet both current and future demands on the facility. This RFQ is soliciting for highly qualified Firms that specialize in the programming and design of correctional facilities and have demonstrated success in this type of work.

The October 2016 Needs Assessment recognizes the facility's current liabilities of assigning detainees to housing units that are not appropriate for their custody levels or their identified risks and needs. In order to address these deficiencies, the following projects have been proposed.

- 1- **Dormitory Housing Conversion:** Renovate and convert three (3) dormitory housing units into celled space. This will increase the number of secured beds for the medium custody detainee population that has demonstrated the inability to be housed in a dormitory housing unit. These units have been identified by the ASGDC staff as the Delta, Echo, and Foxtrot housing unit dormitories.
- 2- **Acute Medical Housing Expansion:** Construct a 32 bed purpose built, self-contained housing unit to house those detainees with acute medical needs that are not suitable for housing in the general population. This space would be utilized to provide an area for the safe treatment of the affected detainees until they can be medically cleared and returned to general population housing.
- 3- **Mental Health Services Center:** Construct a 32 bed purpose built, self-contained housing unit to house those detainees that require treatment for acute or sub-acute mental illness. This space would also accommodate staff offices, counseling space, and suicide prevention cells. This addition would be constructed and attached to the Facility's Phase V Corridor.
- 4- **Option 1: Access Control and Surveillance Upgrade:** Perform an assessment of the current ASGDC access control and surveillance system. Develop a design for a total system replacement. If the option is awarded, the detention center staff will provide access to all available information relevant to the existing access control and surveillance systems. The

new system shall embrace existing technology and demonstrate value engineering.

The design portion of the Project will include, but is not limited to, the following:

1. Design of interior renovation of the existing housing areas to allow for secured single cell housing of detainee in compliance with state and federal standards;
2. Design of housing area for the housing and treatment of those detainees with acute medical needs in compliance with state and federal standards;
3. Design of housing area for the housing and treatment of those detainees with acute and sub-acute mental health needs in compliance with state and federal standards;
4. Develop a design for replacement or upgrade of the existing access control and surveillance system for the ASGDC. This includes the new construction and renovation.
5. Design, replace, or install any upgrades associated with mechanical, electrical, and plumbing systems;
6. Fire Suppression System design and integration where applicable;
7. Design any associated with the security management system & fire alarm system for the project- **This isn't clear?**
8. Option 1: Design of the whole facilities surveillance and access control

Services to be provided?

- Develop presentation, schematic, design development, and construction drawings and specifications for bidding, permitting, and construction of the project.
- Following approvals, assist in bidding and awarding of contracts and construction administration services including contract closeout.
- Full time construction observation, commission, testing, and inspection are not included in the architect's scope of services.
- Early bid and construction packages may need to be developed including but not limited to site preparation, demolition, foundations, structural steel, and long lead time equipment.
- Design and construction must ensure that the existing facility remains operational throughout the project.

SECTION - C

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Read all parts of the solicitation package thoroughly;

Follow all instructions and respond to requested information, qualification and requirements;

Return all paperwork requested; sign required documents; submit your complete package on or before the date and time requested.

1. False Statements in Submittal of Qualifications:

Respondents must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County Government (County) solicitations, purchasing and award of contracts for a period as prescribe by the Office of Procurement & Contracting. The County does not waive its rights to seek further actions.

2. Submission of Offers in the English Language:

Offers submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

3. Submission of Offers in U.S. Currency:

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

4. Qualifications shall be publicly received and recorded at the time and place indicated by Section "C" Special Conditions and "F" Solicitation, Offer and Award and amendments of this solicitation.

5. Qualifications shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Qualifications. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

6. Qualification information may be obtained by visiting our webpage at:

<http://www.richlandcountysc.gov/Businesses/Procurement-Contracting/Solicitations>

7. A non-mandatory pre-solicitation conference will be held on Tuesday, January 30, 2018, at 10:00 AM, in 4th Floor Conference Room, 2020 Hampton Street, Columbia, SC 29204.

8. One original sealed submittal clearly marked: "**RC-136-Q-2019, Design Services for ASGDC Expansion**" shall be submitted in an enclosed and secured envelope/container; the container shall be addressed to:

**Richland County Government
Office of Procurement and Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin**

Additionally; participants must submit one **exact** electronic copy of the original submittal

on a compact disc (CD) or a USB flash drive; the electronic copy shall be labeled: "**RC-136-Q-2019, Design Services for ASGDC Expansion**" and submitted with the envelope/container to the address as shown above.

Qualifications shall be accepted any weekday from Monday through Friday (excluding County holidays and weekends) between 08:30 AM, through 5:00 PM, local time. Last day of acceptance for this solicitation is **February 19, 2018, 3:00pm Local Time.**

9. The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Office of Procurement & Contracting must be notified immediately.
10. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the qualifications.
11. The County shall not accept responsibility for unidentified qualifications.
12. The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Respondent.
13. Qualification must be clearly marked "Confidential" for each part of the Qualification that is consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated as "Confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.
14. It is the intent and purpose of the county that this solicitation permits competition. It shall be the Respondent's responsibility to advise the Office of Procurement & Contracting in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least ten (10) calendar days prior to qualifications receipt date. A review of such notification shall be made.
15. Every effort has been made to ensure that all information needed is included in this document. If the Respondent finds that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least ten (10) calendar days prior to qualifications receipt date. No further questions will be accepted after that date. Only written questions will be accepted. Respondents shall not rely on oral information provided by Richland County.
16. Respondent(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
17. The County reserves the right to accept one or more qualifications or reject any or all qualifications received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.
18. By responding to this solicitation, it is understood that each Respondent shall comply

with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.

19. The County encourages the inclusion of Small Local Business Enterprises (SLBEs). SLBEs must be registered with the Richland County Office of Small Business Opportunities. Information regarding the program can be found on the Richland County website at www.richlandcountysc.gov under the "Businesses" tab.
20. Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014 list is online at <http://www.mmo.sc.gov/PS/PS-iran-divestment.phtm>.

EVALUATION

1. GENERAL

A duly appointed Evaluation Team will conduct Qualifications evaluations. Team members shall assign rating to each Qualifications submitted and establish a "short list" representing the top firms for further evaluation, at which time the County reserve the right to establish different evaluation criteria.

A selection team will evaluate each Qualification and determine if the firm is qualified. The County reserves the right to request any one of the qualified firms or all to appear for oral interviews and or provide electronic presentations in order to further evaluate qualifications.

The process consists of three primary stages:

First stage: is to select firms qualified to provide the services as stipulated on a short list;

Second stage: request one or all of the short listed qualified firms to appear for oral interviews and or provide electronic presentations (if necessary) in order to further evaluate;

Third stage: request a proposal from the selected top firm and negotiate requirements and factors that impact on awarding the project.

The County is not obligated to accept any of the qualifications. When ask to submit a proposal; award of a contract will be made to the qualifier providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable value and is most advantageous to the County. This award will take into consideration soundness and flexibility of qualifications and proposal, functional capability, quality of performance and service, the time specified for the performance of the contract, ability to provide support, and qualifiers references and any other factors that may impact on the project. The County reserves the right to interview all qualifiers or accept such qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the qualifications.

The County may award a contract for architectural services to a firm permitted by law to practice the professions of architectural engineering and as met the qualification requirements.

2. EVALUATION CRITERIA

During the evaluation, Team members will evaluate each submittal as it meets the specified criteria and the responses to the solicitations.

The first round evaluation criteria are as follows:

Under the direction of the Procurement Director, the evaluation team shall review the qualifications and SF's 330 and shall classify each firm with respect to their qualifications and responses.

1. RESPONDENT'S STATEMENT OF QUALIFICATION AND AVAILABILITY TO UNDERTAKE THE PROJECT
 - a. Provide a statement of interest for the project, including a narrative describing the prime firm's unique qualifications as they pertain to this project.
 - b. Provide a statement on the availability and commitment of the firm and its principal(s) and assigned professionals, including all consultants to undertake the project.
2. FIRM'S AVAILABILITY TO PROVIDE SERVICES
 - a. Provide the following information for the firm:
 - i. Legal name of the company as registered with the Secretary State of South Carolina
 - ii. Address of the office that will be providing the services
 - iii. Number of years in business
 - iv. Type of operation (individual, partnership, corporation, joint venture, etc.)
 - b. Number of employees by skill group
 - c. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.
3. FIRM'S ABILITY TO PROVIDE DESIGN SERVICES
 - a. Provide resumes giving the experience and expertise of the assigned professionals that will be involved in the project, including their experience with similar projects involving Criminal Justice and Detention Facilities, and their number of years with the firm.
 - b. Provide representative projects of the assigned professionals in government facilities.
 - c. Describe how the firm will report the status of the project to County staff.
 - d. Provide firm's most current Financial Statement
4. RESPONDENTS PERFORMANCE ON PAST REPRESENTATIVE PROJECTS
 - a. List a maximum of five (5) projects for which you have provided services that are most directly related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - i. Project name, location, and description
 - ii. Color images of the project
 - iii. Original cost estimates and final cost, include any change orders
 - iv. Final project size in gross square feet
 - v. Type of construction (new, remodel, expansion, etc.)
 - vi. Actual start and finish dates for design
 - vii. Planned versus actual dates for schematic design, design development
 - viii. Description of professional services prime firm provided for the project
 - ix. Name of the project manager/architect/project designer
 - x. References for each project listed above, identifying the following:

1. The owner's name and representative's name who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and email.
2. Contractor's name and representative who served as the day-to-day liaison during the preconstruction and/or construction phase of the project, including telephone number and email.

To be considered, a firm must file with the Procurement office a signed federal Standard Form 330 (SF 330), "Architect-Engineer Qualifications," or similar information addressing areas as specified in the SF 330.

Documents also may be examined by other agencies and consultants at discretion of the County.

The County will further take into consideration soundness, flexibility, functional capability, quality of performance, service, and time specified for performance of the contract; ability to provide support, and Respondent's references, and any other factors that may impact the project.

The County reserves the right to reject all qualifications or accept such qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the qualification.

SECTION - D

GENERAL CONDITIONS

Located on Richland County Procurement Web Site

<http://www.rcgov.us/Government/Departments/BusinessOperations/Procurement.aspx>

"Terms and Conditions"

SECTION – E

REQUIRED FORMS

Richland County, South Carolina

Statement of Assurance, Compliance and Noncollusion

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal has been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20_____.

(Title) My commission expires:

NOTARY SEAL

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of _____ (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abused in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying Richland County within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

CONTRACTOR

By: _____

Legal Signature _____

WITNESS:

Date: _____, 2018

No Response

If a "No Response" is to be submitted, please check the appropriate box(es) below and return this form, prior to the due date, to:

Richland County Government
Office of Procurement and Contracting
2020 Hampton St, Suite 3064 (Third Floor)
Columbia, SC 29204-1002
RC-136-Q-2019

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare qualification
- Plan to subcontract
- Job is too large
- Job is too small
- Other (please specify) _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA 29204

SOLICITATIONS, OFFERS AND AWARDS

(SUPPLIES, GOODS, EQUIPMENT, SERVICES)

*******SOLICITATION INFORMATION*******

1. SOLICITATION: # RC-136-Q-2019	4. Description: Design Services for ASGDC Expansion
2. ISSUE DATE: 12-17-2018	6. Pre-Solicitations Conference: None
3. CONTACT INFORMATION SHOWN BELOW	Time: 10:00AM
PROCUREMENT AGENT: Jennifer Wladischkin, CPPM	Day: Tuesday
Fax (803) 576-2135	Date: January 30, 2018
Email: wladj@richlandcountysc.gov	
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT & CONTRACTING 2020 HAMPTON STREET SUITE 3064 (Third Floor) COLUMBIA SOUTH CAROLINA 29204-1002	Location: Richland County Administration Building 4th Floor Conference Room 2020 Hampton Street, Suite 4072 Columbia SC 29204

6a. Submission Deadline: Day: **Monday** Date: **February 19, 2018** Time: **3:00pm Local Time**

7. Submit Sealed Solicitations: One (1) original and one electronic of the original by: Compact Disc (CD), Universal Serial Bus (USB), Flash Memory Data Storage Device (Flash Drive).

8. Firm Offer Period: One hundred eighty (180) calendar days

9. This solicitation consists of Section "A" through Section "G" to include all addendum's

OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate Boxes	<input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship Trading under Trade Name of:				
<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)			
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:			
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)				
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)				

11. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

12. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in above, to furnish any or all requested in this solicitation as and specified.

13. Name and address of Entity (Type or print): e-mail: Telephone #: Fax #: Federal Identification #:	14. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print):
	15. Signature of Agent & Date
	16. Subscribed and sworn to me
	This day of My commission expires: (Title) (Must be notarized by a Notary Public)

SEAL

AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

17. Approval Date:	18. Award:	19. Contract #:
20. Contracting Officer:	21. Signature:	22. Award Date:


AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-fourth day of September in the year Two Thousand Nineteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Richland County, South Carolina
2020 Hampton Street
Suite 3064
Columbia, South Carolina 29204
Telephone Number: 803-576-3586

and the Architect:
(Name, legal status, address and other information)

Moseley Architects of South Carolina
1320 Main Street
Suite 300
Columbia, South Carolina 29201
Telephone Number: 803-724-1252

for the following Project:
(Name, location and detailed description)

Alvin S. Glenn Detention Center Expansion (RFQ# RC-136-Q-2019)
201 John Mark Dial Drive
Columbia, South Carolina 29209

The Construction Manager (if known):
(Name, legal status, address and other information)

Unknown at time of execution

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]-2007, General Conditions of the Contract for Construction; A133[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Phase I services will be the Preliminary Programming and Schematic Design Services located at Alvin S. Glenn Detention Center as follows:

.1 Acute Medical Housing Expansion: Construct a 32 bed purpose built, self-contained housing unit to house those detainees with acute medical needs that are not suitable for housing in the general population. This space would be utilized to provide an area for the safe treatment of the affected detainees until they can be medically cleared and returned to general population housing.

.2 Mental Health Services Center: Construct a 32-bed purpose built, self-contained housing unit to house those detainees that require treatment for acute or sub-acute mental illness. This space would also accommodate staff offices, counseling space, and suicide prevention cells. This addition would be constructed and attached to the Facility's Phase V Corridor.

.3 Upon Owner approval of the scope and budget as established during Phase 1 services, proceed with subsequent Design Development, Construction Documents, Bidding, Construction Administration phase of services.

Phase II services, upon mutual agreement and written authorization of Owner, shall be as follows:

.1 Dormitory Housing Conversion: Renovate and convert three (3) dormitory housing units into celled space. This will increase the number of secured beds for the medium custody detainee population that has demonstrated the inability to

Init.

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User Notes:

(2016887415)

be housed in a dormitory housing unit. These units have been identified by the ASGDC staff as the Delta, Echo, and Foxtrot housing unit dormitories.

.2 Access Control and Surveillance Upgrade: Perform an assessment of the current ASGDC access control and surveillance system. Develop a design for a total system replacement. If the option is awarded, the detention center staff will provide access to all available information relevant to the existing access control and surveillance systems. The new systems shall embrace existing technology and demonstrate value engineering.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The site and facility are located at 201 John Mark Dial Drive, Columbia, South Carolina (Parcel R16100-03-07).

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximately 9,000,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Schematic Design Phase: 120 days

Design Development Phase: To be determined in Schematic Design Phase

.2 Commencement of construction:

To be determined in Schematic Design Phase

.3 Substantial Completion date or milestone dates:

To be determined in Schematic Design Phase

.4 Other:

Not Applicable

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

To be determined

AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not Applicable

§ 1.1.7 Other Project information:

Init.

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User Notes:

(2016887415)

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Not Applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mr. Hayden Davis, Project Manager - Facilities
Richland County, South Carolina
2020 Hampton Street
Suite 3064
Columbia, South Carolina 29204
Telephone Number: 803-576-3586

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Not Applicable

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 ~~Construction Manager:~~ Manager If the Owner delegates authority to or requires or assigns equal status or approvals from the Construction Manager (e.g., Section 3.4.1, if such approval is also required by the Construction Manager), throughout this Agreement, it shall be as if the term "Construction Manager" follows immediately after the term "Owner.":

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 ~~Land Surveyor:~~

- .4 ~~Geotechnical Engineer:~~

Init.

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~~.5~~ Civil Engineer:

~~.6~~ Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

If the Owner delegates authority to or requires or assigns equal status or approvals from the Construction Manager (e.g., Section 3.4.1, if such approval is also required by the Construction Manager), throughout this Agreement, it shall be as if the term "Construction Manager" follows immediately after the term "Owner."

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Daniel R. Mace, AIA, Vice President
Moseley Architects of South Carolina
1320 Main Street
Suite 300
Columbia, South Carolina 29201
Telephone Number: 803-724-1252

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Moseley Architects of South Carolina

.2 Mechanical Engineer:

Moseley Architects of South Carolina

~~.2~~ Mechanical ~~.3~~ Electrical Engineer:

Moseley Architects of South Carolina

.4 Civil Engineer:

The Landplan Group South

1206 Scott Street

~~.3~~ Electrical Engineer: Columbia, South Carolina 29201

.5 Cost Consultant (Preliminary Cost Estimate):

Metts Consulting Co., LLC

507 O'Neill Drive

Jamestown, North Carolina 27282

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§ 1.1.12.2 Consultants retained under Additional Services:

Not Applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.2 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ \$1,000,000.00) for each occurrence and ~~(\$—) Two Million (\$ \$2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than ~~(\$—) per claim and (\$—) in the aggregate for~~ One Million (\$ \$1,000,000.00) per accident bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than ~~(\$—)~~ One Million (\$ \$1,000,000.00) each accident.

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§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$) per claim and (\$) One Million (\$ \$1,000,000.00) per claim and One Million (\$ \$1,000,000.00)~~ in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary energy analytics, architectural, security system design, Transition and Activation services, structural, mechanical, civil, fire protection, plumbing, and electrical engineering services. Services not set forth in ~~this~~ Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.3.1 The Owner, Construction Manager, and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner, Construction Manager or the Owner's or Construction Manager's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of the submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date, may, if agreeable to both parties, require a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner and Construction Manager of the nature and impact of such conflict. The Owner and Construction Manager agree to cooperate and work with the Architect in an effort to resolve this conflict.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall

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consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4 Design Development Phase Services, upon mutual agreement and written authorization of Owner

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5 Construction Documents Phase Services, upon mutual agreement and written authorization of Owner

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other

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requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6 Construction Phase Services, upon mutual agreement and written authorization of Owner

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document ~~A201™-2007~~, ~~A201™-2017~~, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document ~~A201-2007~~, ~~A201-2017~~, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

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of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Construction Manager.~~ The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201-2007~~, A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager or Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager or Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Construction Manager's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	<u>Not Provided</u>	
§ 4.1.2 Programming	<u>Architect</u>	To be provided as Part of Basic Services – Phase 1
§ 4.1.2 Programming (B202™ 2009)		
§ 4.1.3 Multiple preliminary designs	<u>Architect</u>	To be provided as Part of Basic Services – Phase 1
§ 4.1.4 Measured drawings	<u>Not Provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Owner</u>	
§ 4.1.6 Site evaluation and planning	<u>Architect</u>	To be provided as Part of Basic Services – Phase 1
§ 4.1.6 Site evaluation and planning (B203™ 2007)		
§ 4.1.7 Building information modeling	<u>Architect</u>	To be provided as Part of Basic Services – Phase 2 Services
§ 4.1.7 Building information modeling (E203™ 2013)		
§ 4.1.8 Civil engineering	<u>Architect</u>	To be provided as Part of Basic Services – Phase 2 Services
§ 4.1.9 Landscape design	<u>Not Provided</u>	
§ 4.1.10 Architectural interior design (B252™ 2007)	<u>Not Provided</u>	
§ 4.1.11 Value analysis (B204™ 2007)	<u>Not Provided</u>	
§ 4.1.12 Cost estimating	<u>Architect</u>	<u>Preliminary Schematic Design Estimate</u>
§ 4.1.12 Detailed cost estimating		
§ 4.1.13 On-site project representation (B207™ 2008)	<u>Not Provided</u>	
§ 4.1.14 Conformed construction documents	<u>Not Provided</u>	
§ 4.1.15 As-designed record drawings	<u>Not Provided</u>	
§ 4.1.16 As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.17 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.18 Facility support services (B210™ 2007)	<u>Not Provided</u>	
§ 4.1.19 Tenant-related services	<u>Not Provided</u>	
§ 4.1.20 Coordination of Owner’s consultants	<u>Not Provided</u>	
§ 4.1.21 Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.22 Security evaluation and planning	<u>Architect</u>	To be provided as Part of Basic Services – Phase 2 Services
§ 4.1.22 Security evaluation and planning (B206™ 2007)		
§ 4.1.23 Commissioning (B211™ 2007)	<u>Not Provided</u>	
§ 4.1.24 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.25 LEED® certification (B214™ 2012)	<u>Not Provided</u>	
§ 4.1.26 Historic preservation (B205™ 2007)	<u>Not Provided</u>	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™ 2007)	<u>Not Provided</u>	
§ 4.1.28 Transition and Activation Services	<u>Architect</u>	To be provided as Part of Basic Services – Phase 2 Services in accordance with Exhibit A attached hereto

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 To be determined (TBD) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 To be determined (TBD) visits to the site by the Architect over the duration of the Project during construction
- .3 To be determined (TBD) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 To be determined (TBD) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within to be determined (TBD) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.~~

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner or the Construction Manager and/or the Owner's or the Construction Manager's consultants and contractors.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 The Owner or Construction Manager shall provide prompt written notice to the Architect if the Owner or Construction Manager becomes aware of any fault or defect(s) or suspected defect(s) in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by the Owner or Construction Manager to promptly notify the Architect in writing of the discovery or suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or defect(s) in excess of the damages that would have been incurred if the Owner or Construction Manager had given prompt notification to the

Architect when such fault or defect(s) were first discovered or suspected by the Owner or Construction Manager, and the Architect had promptly corrected such fault or defect(s).

§ 5.16 The Architect shall be entitled to rely upon the proper performance by the Owner's Representative (OR) of the items on the DR&A list (a list of duties, responsibilities and authority) and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR.

§ 5.17 If the Owner retains the services of a Value Engineer (VE), or similar entity, to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for review, and adequate time shall be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, despite the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.18 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit for the Owner, but also carries with it associated risks. Such risks include, but are not limited to, the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.7 Inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing building which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~§ 7.3 Upon execution of this Agreement, full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, , including indemnity and any statutes of limitations and repose, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. The Owner and Construction Manager agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Owner's or and Construction Manager's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner or and Construction Manager is legally liable.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this ~~Agreement, except as specifically provided in Section 9.7.~~ Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them ~~by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration~~

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~~proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

~~Arbitration pursuant to Section 8.3 of this Agreement~~

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. ~~due.~~

§ 9.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.9 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager. Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.~~ other.

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§ 10.3.1 Notwithstanding Section 10.3, the Owner may propose an assignment of its rights and responsibilities under this Agreement to a third party, including a lender, when the following conditions have been met: (1) prior to any assignment, the Owner and the Owner's proposed assignee shall furnish to the Architect reasonable evidence that arrangements have been made by the proposed assignee to fulfill all of the Owner's obligations, including financial obligations, under this Agreement, and (2) the Architect has no reasonable objections to the lender's proposed terms and conditions. If the Architect has reasonable objections, the Owner shall endeavor to resolve all such objections and obtain the Architect's acceptance prior to assigning the Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.

§ 10.6 ~~Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, ~~or~~ (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential ~~information~~ information, or (4) as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 10.11 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect's risk or the availability or cost of its insurance.

§ 10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect's internal document retention policy.

§ 10.13 The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for Phase 1 services shall be the lump sum of One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00)

Upon written authorization of Owner, compensation for Design Development, Construction Documents, and Construction Administration Phase services shall be a lump sum fee based upon the approved option and negotiated agreement of both parties.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for Additional Services, if required, shall be negotiated at such time as they are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services, if required, shall be negotiated at such time as they are required.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (<u>TBD</u>	%)
Design Development Phase	percent (<u>TBD</u>	%)
Construction Documents Phase	percent (<u>TBD</u>	%)
Construction Phase	percent (<u>TBD</u>	%)
<hr/>			
Total Basic Compensation	one hundred percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed

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Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Schedule of Hourly Billing Rates Calendar Year 2019

<u>Principals</u>	Employee or Category	Rate (\$0.00)
		<u>\$235.00</u>
<u>Architects</u>		
	<u>Senior Project Manager</u>	<u>\$197.00</u>
	<u>Project Manager</u>	<u>\$154.00</u>
	<u>Architect</u>	<u>\$148.00</u>
	<u>Project Designer</u>	<u>\$98.00</u>
<u>Engineering Director</u>		
<u>Mechanical/Electrical/Plumbing/Engineering</u>		
	<u>Senior Engineer</u>	<u>\$172.00</u>
	<u>Engineer/Designer</u>	<u>\$141.00</u>
	<u>Intern Technician</u>	<u>\$98.00</u>
<u>Structural Engineering</u>		
	<u>Senior Engineer</u>	<u>\$154.00</u>
	<u>Engineer/Designer</u>	<u>\$129.00</u>
	<u>Intern Technician</u>	<u>\$98.00</u>
<u>Master Planning</u>		
<u>Construction Administration</u>		
	<u>Construction Administrator</u>	<u>\$148.00</u>
<u>Specification Writer</u>		
<u>Sustainability Planning</u>		
	<u>Sustainability Planning Director</u>	<u>\$172.00</u>
	<u>Energy Analyst</u>	<u>\$145.00</u>
	<u>Sustainability Coordinator</u>	<u>\$129.00</u>
<u>Interior Design</u>		
	<u>Interior Designer</u>	<u>\$98.00</u>

Rates are subject to change on January 1 of each year.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(*Insert rate of monthly or annual interest agreed upon.*)

%—Twelve percent (12 %) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

§ 12.2 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

§ 12.3 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

§ 12.4 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

§ 12.5 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

§ 12.12 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 Other documents:

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(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*

Mr. Leonardo Brown, County Administrator
Richland County, South Carolina

(Printed name and title)

ARCHITECT *(Signature)*

Daniel R. Mace, AIA, Vice President
Moseley Architects of South Carolina

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:57:19 ET on 09/24/2019 under Order No. 1591104743 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**RICHLAND COUNTY, SOUTH CAROLINA
Alvin S. Glenn Detention Center
Needs Assessment**

FINAL REPORT – October 2016



Prepared by:
CGL Companies
1619 Sumter Street
Columbia, SC 29201
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APPENDIX 1: Staffing Recommendations for Current Operations

APPENDIX 2: Staffing Recommendations for Future Operations



Project Team

CGL: Alan Richardson – William Clarke, AIA NCARB – Chris Monsma, AICP

Buford Goff & Associates: Dan Reider

Acknowledgements

The CGL team would like to acknowledge and thank staff of Richland County and the Alvin S. Glenn Detention Center for their assistance with this project.

Chad Fosnight, with Richland County Government was very helpful with the guidance and information provided to the Consultant team.

Director Ronaldo Myers was a great host during our interviews, tours and information gathering. The staff at Alvin S. Glenn were very open in our interviews and provided data in a prompt and efficient manner that made this project possible.

Alvin S. Glenn Needs Assessment
Acknowledgements





Alvin S. Glenn Needs Assessment
EXECUTIVE SUMMARY



The firm of Carter Goble Associates, LLC, a member of the CGL Companies, was commissioned by Richland County to conduct a needs assessment of the Alvin S. Glenn Detention Center (ASGDC) in June 2015. The purpose of the needs assessment was to assess the current conditions of the physical plant, the bedspace utilization, the current staffing numbers, and project the inmate population and resulting capacity requirements for the next 20 years. This study projects future space needs, security enhancements, operational requirements and programming classifications for all security levels in an effort to plan for the next two decades of growth.

The Detention Center saw its highest monthly inmate population at 14,238 in December 2007. Since that time, as in most large jurisdictions across the United States, the inmate population has decreased significantly. For 2015 the average daily inmate population had fallen to 864 inmates. This situation presented an opportunity for Richland County to assess their operations, staffing and future needs at a time when their detention center was not overly burdened as it has been in the past.

Current Conditions Assessment

The first phase of the needs assessment was an assessment of the current conditions of the physical plant, a review of the bedspace usage, and staffing numbers and deployment.

Physical Plant

In partnership with CGL, Buford Goff & Associates, Inc. (BGA) reviewed the existing mechanical systems to develop an understanding of the systems and how they might be impacted by an expansion and/or renovation of the facility. The purpose of this review was not intended to develop a list of required repairs or develop a list of improvements to the existing engineered systems; as such a review has already been completed by the facility's staff.

The existing facility appears to be well maintained with regards to the electrical, mechanical, plumbing, and fire protection systems. A local mechanical contracting company maintains the majority of the HVAC equipment and a local controls company maintains the building controls.

The biggest problems with existing systems appear to be access to systems, such as piping for showers and sprinkler lines above ceilings, access to utilities in cell chases, and issues related to the sprinkler system, such as zoning and durability of sprinkler heads. There were a number of locations in the facility, primarily Phases I and II, where the humidity appeared to be higher than acceptable as evidenced by condensation on the supply air grilles.

The Detention Center is relatively new with the first phase constructed in 1994. Very few systems or pieces of equipment have met or exceeded their life expectancy although some equipment will exceed their life expectancy in the next five (5) years or so. Over the next few years the County should begin to identify equipment that needs to be replaced. It is important in a correctional facility that equipment replacement be scheduled in lieu of replaced upon failure. Presently only the Phase I cooling tower is recommended for replacement.

The Phase I Energy Plant has redundant boilers and chillers. The Phase V Energy Plant has redundant boilers but only a single chiller and cooling tower. We recommend that the County review the implications of a chiller or cooling tower failure during hot weather and whether a system upgrade to provide redundancy is necessary.

Executive Summary**Current Staffing Assessment**

As a part of the needs assessment, a staffing analysis was conducted for current operations in the fall of 2015. The purpose of the analysis was to establish the necessary staffing level(s) required for the safe and efficient operation of the facility considering all required posts, necessary operations, and needed support.

The process used for conducting this staffing study was based on the *Staffing Analysis Workbook for Jails: Second Edition*, which was produced by the National Institute of Corrections, and is considered the "industry standard" process for determining appropriate staffing for local corrections.

Industry Standards

The project team reviewed the most recent South Carolina standards for local detention facilities and the current Core Jail Standards identified by the American Correctional Association (ACA). The purpose of the review was to gain a better understanding of existing state and national standards related to jail staffing and to ensure recommendations took into consideration those standards.

Based on existing staffing practices, there appeared to be a general level of compliance with both State Minimum Jail Standards and the ACA Core Jail Standards during the review period.

Authorized Positions

There are currently 342 authorized positions in the Detention Center. This is comprised of 338 full-time staff and 4 part-time staff. There were 267 Detention Officer positions, and 39 vacancies at the time of reporting.

Table ES-1
Alvin S. Glenn Authorized Positions

Position	Qty
Director	1
Assistant Director	1
Captain	3
Lieutenant	11
Sergeant	26
Detention Officer	267
Non-Uniformed	33
Total Staff Positions	342

Source: Alvin S. Glenn, August 2015

Post Assignments

It was determined that the security posts currently utilized in the Detention Center are appropriate for the physical design of the facility, the operational philosophy, and for the various custody and classification levels of inmates housed.

Executive Summary

Staffing Relief Factors

A relief factor was calculated to determine the number of staff that must be employed to efficiently fill all security posts, even when some staff are absent. Data was collected for time taken off for all jail employees from 2012, 2013 and 2014. Data provided by the County includes time away for vacation, sick leave, and military leave as well as the average time taken to cover staff vacancies. For the majority of staffing studies conducted for other local detention agencies, the consultant typically has “time off data” provided for more than these three categories. In addition to these categories, data is usually provided for holiday pay, comp time, leave without pay, worker’s compensation, and the Family Medical Leave Act to name a few. However, the consultant was informed that these additional categories of “time off data” are not captured for the staff at Alvin S. Glenn.

Using the categories of “time off data” provided, it was determined that for every security post that must be staffed 24 hours a day/ 7 days a week, there is a requirement of 4.88 full-time equivalent staff (FTE). This number is lower than many previous staffing studies conducted by CGL which usually require 5.0 to 5.5 FTEs for each 24/7 security post.

Recommended Staffing

Due to the low relief factor, the recommended number of staff for the Alvin S. Glenn Detention Center is just 7 more FTEs than the current staffing level. If the relief factor for Detention Officers were more comparable to what is often seen in other jurisdictions, the resulting recommended number of Detention Officers could be as high as 295, or a 28 FTE increase over today’s staffing level.

**Table ES-2
Alvin S. Glenn Recommended Positions for 2016**

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	271	4
Non-Uniformed	33	32	-1
Total Staff Positions	342	349	7

Source: CGL, January 2016

Current Inmate Housing Assessment

The Detention Center was constructed in five phases that comprise a total of 20 housing units and a total of 1,120 beds. While the majority of the beds, and housing units, appear appropriate for the type and custody level of the inmates housed, there are several problems that the Consultants feel need to be addressed.

Phase I Housing consists of six dormitory housing units with a total of 336 beds. There have reportedly been consistent disciplinary infractions by the medium custody inmates in this area. These inmates may be better served in celled housing rather than dormitories. The open environment of the dormitories in Phase I may not be appropriate for medium custody inmates. Celled housing units may be more appropriate for this population.

Phase II Housing has three 56-bed celled housing units, for a total of 168 beds. One housing unit serves as an orientation unit for new inmates, one unit houses maximum security inmates, and the third housing unit is known as the SHU. The SHU houses a variety of inmates including those in disciplinary segregation, administrative segregation and protective custody status. Many of the inmates housed in the SHU are inmates with acute mental illness and those that have been assessed and placed on suicide prevention status. The SHU is not an appropriate environment for inmates with suicidal tendencies or advanced mental illness, which need a more therapeutic environment.

Phase III Housing has two dormitories that have historically housed inmate workers and inmates serving weekend sentences. As of the summer of 2015, both of the Phase IV dormitories have been closed for inmate housing and will be repurposed in the future.

Phase V Housing consists of five housing units that are a mixture of celled and dormitory housing. "Unit M" houses all custody levels of male inmates, most of which have some time of medical problem or mental illness. "Unit M" is not appropriate to house inmates with medical needs along with general population inmates. The distance of this unit from the medical department and the lack of features designed for inmates with a medical or mental health condition present constant operational issues for both custody and health services staff.

Inmate Population Projections

The second phase of this project was a projection of the County and inmate growth for through 2035. This projection considered not only how many inmates will be housed, but also the character and needs of the population.

Meetings were held at the Alvin S. Glenn Detention Center in the summer and fall of 2015 to identify historical and existing data for use in the population assessment and projections. Historical data and trends were discussed with jail staff. The data gathered was analyzed and twenty year detention populations and resulting bed space needs are presented in this section of the needs assessment.

County Population

Since 2005, the resident population in Richland County has increased 15.1 percent, from 349,003 in 2005 to 401,566 in 2014. This represents an annual increase of 1.6 percent.

The annual percentage population growth in Richland County exceeded two percent from 2006 to 2008. However, the growth has slowed from 2009 to 2014, with 2014 having the slowest growth rate at 0.9 percent.

Reported Crimes

Since 2005, total crimes in Richland County have increased 6.6 percent, from 9,537 to 10,171. The total crimes in Richland County averaged 11,199 annually, with a peak of 12,320 in 2011.

Violent Crimes in Richland County increased 18.9 percent from 2005 to 2014, an annual increase of 1.9 percent. Violent crimes in Richland County averaged 2,169 per year, with a peak of 2,438 in 2008. These crimes increased at a higher rate than property crimes from 2005 to 2014, mirroring a national trend.

Jail Bookings and Releases

In the last ten years the annual jail bookings per 1,000 Richland County residents fell by 19.2 percent, from 57.2 to 46.2. The annual jail bookings per 1,000 residents aged 15 to 44 decreased 15.8 percent. Both populations increased concurrently with decreases in jail bookings.

Release data was available from 2010 to 2014. Annual releases decreased by 6.3 percent, or 1.3 percent annually. The number of annual jail releases averaged 19,121, slightly less than the number of annual bookings which averaged 19,758.

Average Daily Population

The average daily population (ADP) has decreased 19.7 percent from 2005 to 2014, an annual decrease of 2.4 percent. The peak ADP year in Richland County was 2007 at 1,232. The most recent year (2014) is the lowest ADP year, with an ADP of 883.

Average Length of Stay

An important statistic for inmate population projections is the average length of stay (ALOS). This is a significant driver of the number of inmates in the system, as a higher ALOS will keep inmates in the system longer. The ALOS decreased 19.8 percent from 2005 to 2014 from 21.7 days to 17.4 days.

Projections of Capacity Requirements

The ADP Projections are status quo projections for the next ten years in Richland County. The projection models do not factor in any policy or legislative changes that may impact the jail populations.

Projection Models

The projections for average daily population and bed space needs are based on three major factors: system based statistical models, demographic based statistical models, and time series modeling.

The development of the Alvin S. Glenn ADP and bed space projections uses thirteen models to forecast population levels to the year 2035. The primary factors employed for the models were the total ADP, bookings, ALOS, reported crimes, and county population projections in Richland County.

Projected Bookings and Average Daily Population

While the projected bookings increase 3.5 percent, the adult ADP projection for Richland County increases by 8.1 percent to 954 in 2035. The incarceration rate per 1,000 residents is projected to decrease slightly, by 1.6 percent from 2014 to 2035.

The numbers of juveniles is very small historically, ranging from 7 in 2014 to 19 in 2008. The projected juvenile ADP increases from 7 in 2014 to 10 in the next twenty years.

Bed Space Projections

Criminal justice facilities cannot be planned for the ADP solely; peaks in population along with beds for differing inmate classifications must be accommodated. The peaking value of the Alvin S. Glenn Detention Center is calculated using monthly data from 2006 to 2014 and the first four months of 2015. The three highest months of ADP were averaged and then compared to the annual ADP.

While the projected ADP for 2035 is 954 inmates, applying peaking and classification percentages throughout the next twenty years show a bed space need of 1,076 by 2035.

Project Proposals

The third phase of the needs assessment looked at the future facility needs. Plans to accommodate the future inmate population are proposed that examine the spaces needed to house a diverse number of inmates and effectively accommodate their needs in a progressive manner.

In the course of assessing the current conditions of the facility, staffing, and inmate housing at the Alvin S. Glenn Detention Center; three primary project proposals emerged which address the current liabilities of assigning inmates to housing units that are not appropriate for their custody levels and their identified risks and needs. These liabilities are not due to improper classification by Detention staff. Rather they exist because the facility does not currently have sufficient type and quantity of beds to address the needs of the inmate population. These proposals are not presented as phases, as each proposal equally stands on its own as a necessity to meet both the current and future needs of the inmate population.

Project Proposal #1: Renovate and convert three dormitory housing units into celled housing. This project will increase the number of secured beds for the medium custody inmate population that has demonstrated the inappropriateness for dormitory housing. This proposal will not require additional Detention Officers.

Project Proposal #2: Construct a 32 bed purpose-built housing unit for the inmate population with acute medical needs. This housing unit will house inmates with medical needs that prevent them from being safely housed in a general population housing unit. This proposal will add one new security post, resulting in the need for 4.88 additional FTEs.

Project Proposal #3: Construct a mission specific, self-contained Mental Health Services Center that will provide a blend of secure housing with both secure and public treatment spaces that are aligned with current and forecasted needs. It will be self-contained in that the mental health providers will be located within this housing area. This proposal will add two new security posts, resulting in the need for 9.76 additional FTEs.

The staffing recommendation for the complete operation of the ASGDC, including all three of the project proposals is 364 staff. This includes four additional Detention Sergeants (a result of proper application of the current relief factor), 19 additional Detention Officers (a result of four additional posts in the Project Proposals plus the proper application of the current relief factor) and the reduction of one non-uniformed position.

Table ES-3
Total Staffing Recommendations

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	286	19
Non-Uniformed	33	32	-1
Total Staff Positions	342	364	22

Source: CGL, February 2016

Estimated Project Costs

The estimated project costs for the three Project Proposals are as follows.

Table ES-4
Estimated Project Costs

Project	Cost / SF	Est. SF Per	Qty	Total SF	Total Cost
1. Dormitory Renovations	\$ 135	9,700	3	29,100	\$ 3,928,500
2. New Medical Housing	\$ 225	6,315	1	6,315	\$ 1,420,875
3. Mental Health Services Center	\$ 225	19,085	1	19,085	\$ 4,294,125
Sub-Total				54,500	\$ 9,643,500
				Contingency	15% \$ 1,446,525
				Architectural & Engineering	6% \$ 665,402
				Total	\$ 11,755,427

Source: CGL, February 2016

The estimated cost for new construction on the site of the Alvin S. Glenn Detention Center is \$225 per square foot.

The cost of renovating the dormitories into celled housing units will be less than the price of new construction, and is estimated to be \$135 per square foot.

A 15 percent contingency has been factored into the total estimated costs for these four projects. Given the level of detail provided in this needs assessment, 15 percent may be a high estimate. However, the Consultants feel this to be a safe percentage for budgeting at this point in the planning process.

Architectural and engineering fees are factored at 6 percent of the construction and contingency estimated costs. This brings the total estimated project cost for all components to \$11,755,427 in 2016 dollars.



Alvin S. Glenn Needs Assessment

INTRODUCTION



Introduction

In December 2007 the Alvin S. Glenn Detention Center (ASGDC) saw its highest monthly inmate population at 14,238. Since that time, as in most large jurisdictions across the United States, the inmate population has fallen significantly. For 2015 the average daily population of the ASGDC had fallen to 864 inmates. The Detention Center was constructed in five phases that comprise a total of 20 housing units and a total of 1,120 beds. At the beginning of 2015, 560 inmate beds (exactly half) were in dormitory housing units, and the other 560 beds were in celled housing units. This situation presented an opportunity for Richland County to assess their operations, staffing and future needs at a time when their detention center was not overly burdened as it has been in the past.

In June 2015, Richland County hired CGL Companies to develop a space needs assessment for the Detention Center. The purpose of the needs assessment was to assess the current conditions of the physical plant, the bedspace utilization, the current staffing numbers, and project the inmate population and resulting capacity requirements for the next 20 years. This study projects future space needs, security enhancements, operational requirements and programming classifications for all security levels in an effort to plan for the next two decades of growth.

This project was conducted in three phases.

Phase I was an assessment of the existing facility. The physical plant was assessed to determine the type, age and life expectancy of the mechanical/HVAC equipment as well as the capacity for future growth. The housing units were assessed for utilization, capacity, types of inmates being housed, and assigned staffing.

Phase II was a projection of the County and inmate growth for through 2035. This projection considered not only how many inmates will be housed, but also the character and needs of the population.

Phase III looked at the future facility needs. Plans to accommodate the future inmate population are proposed in the form of project proposals that examine the spaces needed to house a diverse number of inmates and effectively accommodate their needs in a progressive manner.

The report concludes with the staffing implications of the various project proposals as well as the estimated cost for each of the proposals in 2016 dollars.





Alvin S. Glenn Needs Assessment
CURRENT CONDITIONS



Physical Plant Assessment

Introduction

In partnership with CGL, Buford Goff & Associates, Inc. (BGA) reviewed the existing mechanical systems installed at the Alvin Glenn Detention Center, Columbia, SC, to develop an understanding of the systems and how they might be impacted by an expansion and/or renovation of the facility. The purpose of this review was not intended to develop a list of required repairs or develop a list of improvements to the existing engineered systems; as such a review has already been completed by the facility's staff.

In addition to assessing the existing conditions, BGA also provided recommended system upgrades for any new facilities proposed by CGL.

Existing Conditions

Phase I Construction

This phase was the original Detention Center which was constructed in 1994. It included the following building areas:

- Phase I, Area 1A Housing (Dormitory Style)
- Phase I, Area 1B Energy Facility and Sallyport
- Phase I, Area 2 Administration (Intake, Booking, Receiving, Laundry, Courts, Administrative Offices)
- Phase I, Area 3 Administration (Medical, Training)

The dormitory has six chilled water and hot water air handlers to serve the six dorms. Each dorm has 56 inmates located on two levels. There are three fire risers with two serving the six dorms and one serving the core area of this building. The water closets and lavatories are porcelain and are located on accessible chases. The plumbing for the showers is installed within the walls making repairs difficult.



Alvin S. Glenn Needs Assessment
Phase 1: Current Conditions Assessment

The administration areas are conditioned with variable air volume (VAV) air handlers with chilled water coils. The air terminal units have hot water heating.

Central control is located in Phase I. Central control directly monitors the fire alarm from Phases I, II, and III and receives alarms from the fire alarm systems in Phases IV and V. Also, the building automation control system for the heating, ventilation, and air conditioning systems is located here.

During the time of BGA's visit on July 29, 2015, condensation was noted on many grilles primarily in corridor, laundry, and kitchen areas. This condensation was occurring due to high space humidity.

Phase I Energy Plant

All equipment was installed in 1994 except as noted otherwise.

Generator



- Serves Phases I, II, and IV.
- Detroit Diesel Spectrum generator Model 400086071.
- Capacity of 400 KW (500 KVA).
- Runs on diesel fuel and is backed up with natural gas.
- The underground fuel oil storage tank is 3000 gallons.
- The generator supports the HVAC system (Phases I and II heating only), freezers and coolers, pneumatic door locks, building HVAC controls, air compressors and lighting.

Heating Plant



- Two (2) boilers serve Phases I, II, and III.
- The boilers are Cleaver Brooks, hot water, gas fired boilers, model CB 700-80.
- The burners have a capacity of 3350 MBH input each.
- The pumping configuration is a primary/secondary pumping arrangement utilizing base mounted, end suction boiler pumps and constant speed, base mounted, end suction building loop pumps.

Chillers



- Three (3) water cooled chillers serve Phases I, II, and III.
- The two (2) chillers originally installed in 1994 are:
 - Trane RTHA 450 (450 tons)
 - Trane RTHB 300 (300 tons)
- In 2011 a York (Johnson Controls) water cooled chiller, model YKKQK3H9 was installed (assumed to be a nominal 800 ton chiller). This chiller was apparently installed as a backup for the Trane chillers.

Alvin S. Glenn Needs Assessment
Phase 1: Current Conditions Assessment

- The two Trane chillers or the York chiller can handle the entire chilled water demand of Phases I, II, and III. At the time of this meeting, (August 25, 2015 @ 1 p.m.), the outdoor temperature was in the low 90's and only the 450 ton machine was running.
- The piping configuration is a primary/secondary pumping arrangement utilizing base mounted end suction chiller pumps and base mounted end suction building loop pumps.

Cooling Tower



- A single cooling tower supports the water cooled chillers.
- The tower is a Marley induced draft tower, Serial No. NC5001CM.
- The tower capacity is assumed to be approximately equal to the two Trane chillers or 750 tons.
- The tower is galvanized with a stainless steel basin. The stainless steel basin appears to be in very good condition. The galvanized panels are rusting through in some areas.
- The tower pumps are constant speed, base mounted, end suction pumps.
- The tower fans are constant speed.

Phase II Construction

Phase II was constructed in 1995. This phase included the following building areas:

- Phase II, Area 4 Kitchen
- Phase II, Area 5 Juvenile Housing
- Phase II, Area 6 Adult Housing

Juvenile Housing includes individual cells for twenty-four male inmates and dormitory housing for four female inmates. The building has a single fire riser. The HVAC includes a multizone air handler and a VAV air handler. Plumbing fixtures are stainless steel with utilities accessible in chases.

Phase 1: Current Conditions Assessment

Adult Housing includes three cell blocks each with fifty-six inmates located on two levels. The cell block is maximum security. Combination stainless steel water closet/lavatories are located on triangular chases. Accessibility to utilities is difficult due to the amount of utilities and duct located in each chase. This building is served by a single fire riser. When sprinkler heads are damaged by inmates or sprinkler lines need repair, the entire system must be shut down. Sprinkler discharge has become such a problem that almost all of the VCT tile has been pulled up from this building. Access to get to sprinkler piping and duct above the ceiling is very difficult due to the confined space above the ceilings. The plumbing for the showers is installed in inaccessible locations.



Phase III Construction

This phase includes Adult Housing (Phase III, Area 7) and was constructed in 1997.

The Adult Housing includes four cell blocks. Two cell blocks have fifty-six inmates located on two levels and the other two cell blocks have twenty-eight (28) inmates located on two levels. Combination stainless steel water closet/lavatories are located on triangular chases. Accessibility to utilities is difficult due to the amount of utilities and duct located in each chase. The plumbing for the showers is installed in inaccessible locations.

Phase III Generator



- The Phase III generator supports Phase III and Phase V.
- A Blanchard Caterpillar generator installed in 1996.
- The capacity is 500 KW (625 KVA).
- It runs on diesel fuel and is backed up with natural gas.
- The underground fuel oil storage tank is 1500 gallons.
- The generator supports Phase III HVAC (heating only), Phase V HVAC (heating and cooling), pneumatic door locks, building HVAC controls, air compressors and lighting.

Phase IV Construction

This phase includes Work Release Housing building (Phase IV, Area 8) and was constructed in 1997. The Work Release Housing building includes two dormitories for forty-eight inmates each. It is conditioned with heat pumps. The building's ventilation is poor in the shower and toilet area which causes humidity to be high and the building is served by a single fire riser with its own fire alarm control that reports the Central Control.

This building was closed to inmate housing in 2015. A repurposing plan will be discussed in Section 3 of this report.

Phase V Construction

This phase includes Adult Housing units and the Phase V Energy Plant (Phase V, Area 9) and was constructed in 2005.

The Housing units have a medical unit (fifty-six inmates in cells on two levels), two dorms with fifty-six males each on two levels, one dorm with fifty-six females on two levels and one cell block with fifty-six females on two levels.

Combination stainless steel water closets/lavatories are located on triangular chases in the cells.

This building has its own fire alarm system that reports to Central Control.

Access to plumbing is from outside the building on the second level. There is no stair or permanent ladder to access this space.

Phase V Energy Plant

All equipment was installed in 2006 except as noted otherwise.

Heating Plant



- Two (2) boilers serve Phase V.
- The boilers are Hurst, hot water, gas fired boilers, with Power Flame Burners, Model CR2-G15.
- The burners have a capacity of 1450 MBH input each.
- The pumping configuration is a primary/secondary pumping arrangement utilizing base mounted, end suction boiler pumps and variable speed, base mounted, end suction building loop pumps.
- On a previous visit in July, the boilers were energized during 95 degree weather. It was assumed that the boilers were running to provide reheat for humidity control.

Cooling Plant



- A single water cooled chiller provides cooling for Phase V construction.
- The chiller is a Trane model RTWA 125 (125 tons).
- The pumping configuration is a primary/secondary pumping arrangement utilizing base mounted, end suction chiller pumps and variable speed, base mounted, end suction building loop pumps.

Cooling Tower



The cooling tower is an EVAPCO induced draft cooling tower, model USS 19-76. The assumed capacity is 125 tons to match the single chiller. The tower pumps are constant speed, base mounted, end suction pumps and the tower fans are constant speed.

Water Heaters

The water heaters are gas fired storage type. They have had some problems, possibly tripping out on low gas pressure.

Domestic Water and Fire Riser



Building Maintenance

HVAC service, as of July 2015, is provided by W.B. Guimarin, Columbia, SC. Their service includes check air handlers, fan belts, changing filters, etc. They also perform regular service on the chillers.

The boilers are not on a service contract and are serviced on an as-need basis.

Controls are serviced by Honeywell Inc.

Other Related Issues

Kitchen

The kitchen apparently cannot support more inmates than are presently housed at the Alvin Glenn Detention Center, and there does not appear to be an easy way to expand the current kitchen.

The grease trap is presently cleaned once per month. When it is cleaned, the grease trap is near capacity. This indicates that if cooking capacity was increased, the grease trap would have to be increased in size (i.e., another grease trap installed) or the frequency at which the grease trap is cleaned would have to be increased.

Some of the kitchen appliances are gas.

Laundry

The laundry operation is struggling to keep up with the demand. The current hours of operation are 7:30 a.m. to 2:30 p.m., Monday through Saturday. The Detention Center needs 53 inmates to maintain normal operations, with 39 inmates the minimum required. They are currently averaging less than 35 inmates. If capacity is needed to handle additional inmates, additional inmates will be needed to work in the laundry.

Recently a gas fired boiler with storage tanks was added to serve the laundry to provide the required domestic hot water.

Life Expectancy

The County has developed a list of maintenance and repair needs. Except for the Phase 1 cooling tower, none of the major mechanical, electrical, or plumbing equipment is shown as needing replacing at this time.

Manufacturer's published equipment life expectancy is only one parameter used to predict when equipment should be replaced. Frequency and types of equipment repairs performed by maintenance personnel is often a better predictor of when equipment should be replaced.

Phases I, II, and III

Chilled water air handlers have a life expectancy of at least 20 years and up to 30 years. Existing air handlers are approximately 20 years old. Unless maintenance indicates otherwise, the County should plan on replacement in ten (10) years.

The cooling towers have a life expectancy of approximately 25 years. The cooling tower is approximately 20 years old and showing some signs of heavy rusting. It might be possible to repair the cooling tower to get 5 or 10 more years of life on the tower. If not, the tower will probably need to be replaced with the next five (5) years.

The boilers have a life expectancy of approximately 25 years. The boilers are approximately 20 years old but appear in good condition. Unless maintenance indicates otherwise, the County should plan on replacement in five (5) to ten (10) years.

The chillers have a life expectancy of approximately 25 years. The two (2) original Trane chillers are approximately 20 years old. The York chiller is approximately five (5) years old. Unless maintenance indicates otherwise, the County should plan on replacement of the Trane chillers in five (5) to ten (10) years.

Phase IV

Packaged Dx units have a life expectancy of 12-15 years. They were not designed to properly control space humidity and have exceeded their life expectancy. The County should plan on replacing these units in the next one (1) to three (3) years.

Phase V

Equipment in this phase is approximately ten (10) years old. No replacement of boilers, air handlers, chillers, or cooling towers is anticipated for ten (10) to twenty (20) years.

Physical Plant Assessment Summary

The existing facility appears to be well maintained with regards to the electrical, mechanical, plumbing, and fire protection systems. A local mechanical contracting company maintains the majority of the HVAC equipment and a local controls company maintains the building controls.

The biggest problems with existing systems appear to be access to systems, such as piping for showers and sprinkler lines above ceilings, access to utilities in cell chases, and issues related to the sprinkler system, such as zoning and durability of sprinkler heads. Although staff mentioned humidity problems in areas such as T Building showers, we noticed a number of locations in the facility, primarily Phases I and II, where the humidity appeared to be higher than acceptable as evidenced by condensation on the supply air grilles.

The Detention Center is relatively new with the first phase constructed in 1994. Very few systems or pieces of equipment have met or exceeded their life expectancy although some equipment will exceed their life expectancy in the next five (5) years or so. Over the next few years the County should begin to identify equipment that needs to be replaced. It is important in a correctional facility that equipment replacement be scheduled in lieu of replaced upon failure. Presently only the Phase I cooling tower is recommended for replacement.

The Phase I Energy Plant has redundant boilers and chillers. The Phase V Energy Plant has redundant boilers but only a single chiller and cooling tower. We recommend that the County review the implications of a chiller or cooling tower failure during hot weather and whether a system upgrade to provide redundancy is necessary.

Current Staffing Assessment

As a part of the needs assessment, a staffing analysis was conducted for current operations of the Alvin S. Glenn Detention Center in the fall of 2015. The purpose of the analysis was to establish the necessary staffing level(s) required for the safe and efficient operation of the facility considering all required posts, necessary operations, and needed support.

The average daily inmate population in 2007 numbered 1,232 inmates. Having at total of 1,120 beds, the facility averaged 112 inmates over their maximum capacity on a daily basis. By 2014 the inmate population had fallen to a daily average of 883. Given the reduced burden on the facility, the County decided to examine their staffing, operations and facilities to identify opportunities for improvement.

Unlike most other government or justice functions the Jail is a 24-hour, around-the-clock, 365 days-a-year operation that has substantial security and life safety requirements. The security-related positions or posts in the Detention Center must be staffed even when the scheduled officer calls in sick, takes vacation or is away on required training. Too often this is accomplished by an on-duty officer covering an additional post or by calling-in off-duty staff to work overtime. Both options can be costly, particularly in the light of impacts felt beyond the budget. Overtime, while expensive, may be seen as a cost-saving measure in meeting staffing needs, but an officer working extremely high/long hours or staff that is handling multiple security posts at once jeopardizes the safety and security of the facility and those within it. In contrast, hiring adequate numbers of staff to provide necessary relief will make up for the potentially higher cost in added efficiency, security, and staff well.

The process used for conducting this staffing study was based on the *Staffing Analysis Workbook for Jails: Second Edition*, which was produced by the National Institute of Corrections, and is considered the "industry standard" process for determining appropriate staffing for local corrections.

The following passage is an excerpt from the *Staffing Analysis Workbook for Jails: Second Edition, 2003*:

"Many staffing issues and problems jails face, such as high overtime costs, the inability to cover needed posts, or the inability to free staff from their posts for training can be attributed to inaccurate calculation of the actual number of hours staff is available to work in the jail. This critical step requires collecting and analyzing information that will provide an accurate depiction of the real number of staff hours that are available to be scheduled for each full-time position in the jail budget. It produces accurate net annual work hours (NAWH) for each position....

Calculating an accurate NAWH will help control such costs as overtime pay, because realistic and accurate figures will be used to calculate the number of FTEs required to provide needed coverage.

An accurate NAWH for each job classification requires information on all possible time-off categories. Different classifications of employees will have different NAWH, because of the amount of vacation time or training time that is allotted and used."

Influencing Factors

The analysis of staffing needs was based upon a review of facility design, interviews with command staff, and evaluation of the following key factors:

Facility Layout. The design of the facility lays out the framework in which the jail will operate. Corridors and internal travel distances for staff and inmates must be factored into operational decisions, such as whether to escort internal inmate movement and how inmate activities are scheduled and supervised. The physical design of the facility in large measure determines the minimum number of posts required to provide adequate supervision of the population.

Inmate Classification. The type of inmates housed or assigned to an area has a large bearing on the need for supervision and the potential risk level present. The standard classification system (maximum, medium, and minimum security) has a direct bearing on the staffing required.

Inmate Movement Patterns and Policy. The degree of inmate movement and the nature of that movement (escorted or unescorted) relate directly to the degree of control exercised over inmate behavior and the staffing required to enforce the desired level of control.

Technology. Technology, which can be deployed to provide ongoing surveillance of inmate activity, can increase the efficiency of staff used to monitor multiple locations or blind spots in a facility or work area.

Time Spent Away from Posts. The degree to which personal leave, training, and other activities take staff away from their duties will create a demand for relief staff or for the use of overtime.

Prioritization of Posts. The ability of management to objectively evaluate its post requirements and to determine whether any posts can be safely closed under certain circumstances can impact the efficient allocation of staff for a facility or work area.

Operating Procedures/Standards. A jail's operating procedures and standards set out a blueprint for staffing by outlining the duties required of them in the conduct of their jobs.

Considering these factors, staffing requirements were developed based upon a determination of operational needs.

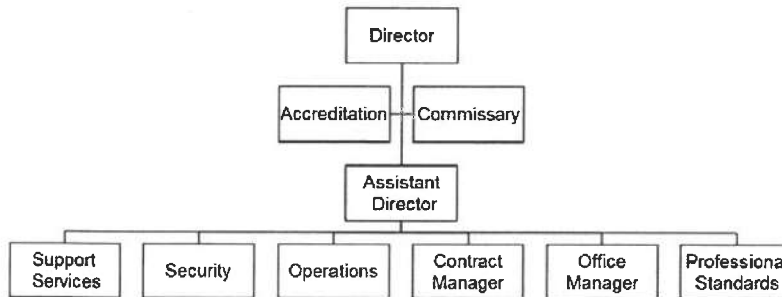
Current Staffing Overview

The Detention Center operates under the direct on-site supervision of several key personnel that are assigned to core administrative positions. The lead position includes the Director who is responsible for the overall day-to-day operations of the Alvin S. Glenn Detention Center. The Director reports to the Richland County Administration. Assisting the Director is one Assistant Director and three Captains. One Captain focuses primarily on security, one focuses on operations and the juvenile inmate population, and the third Captain focuses on administration, programs and training. Each of the Captains has one or more Lieutenants who assist them in providing management and oversight of their area.

One of the primary characteristics of the Detention Center's organizational structure is the consistent application of a narrow span of supervisory control with a focus on meeting a wide variety of established responsibilities. In a narrow span of supervision the number of people reporting to a supervisor is often customized when compared with a wide span of control. Not only must administrative personnel supervise a large number of inmates, but they must also manage a diverse workforce that has unique

responsibilities that include maintaining security, providing programs, delivering services and meeting professional standards. The more efficient and organized the command and supervisory personnel are at performing their tasks, the more effective the system operates. The staff currently provides proper division of administrative responsibilities and effective oversight while also striving to maintain a team concept with the ultimate goal of meeting the overall established mission of the Detention Center.

Figure 2-1
Alvin S. Glenn Administrative Core Positions



Jail Standards

The project team reviewed the most recent South Carolina standards for local detention facilities and the current Core Jail Standards identified by the American Correctional Association. The purpose of the review was to gain a better understanding of existing state and national standards related to jail staffing and to ensure recommendations took into consideration those standards.

South Carolina Minimum Jail Standards. The Minimum Standards for Local Detention Facilities in South Carolina were formed for the purpose of developing minimum standards for detention facilities to follow and to assist local agencies by providing guidelines to ensure the proper planning, operation and maintenance of facilities. These standards were reviewed during the assessment process and each recommendation presented in this report took into consideration maintaining compliance with the current jail standards.

The South Carolina jail standards address staffing levels both generically and by gender with reference to the word “sufficient.” The following guidelines which apply to personnel and staffing are cited in the South Carolina jail standards:

Number of Personnel

1031(b). Each facility shall have sufficient personnel to provide twenty-four (24) hour supervision and processing of inmates, to arrange full coverage of all identified security posts, and to accomplish essential support functions.

Gender

1031(c). If one (1) or more female inmate(s) is/are in custody, there shall be at least one (1) female security officer on duty, who shall be immediately available and accessible to female inmates.

Staffing Plan

1031(d). A staffing analysis (using NIC Staffing Analysis Workbook or other industry recognized plan) shall be conducted to determine facility staffing needs. The staffing analysis shall be reviewed annually and updated as needed.

Based on existing staffing practices, there appeared to be a general level of compliance with the above cited state guidelines during the review period.

American Correctional Association. The American Correctional Association Core Jail Standards were developed in 2010 and represent the collaborative efforts of corrections practitioners and representatives of the American Correctional Association, National Sheriffs' Association, National Institute of Corrections (NIC) and the Federal Bureau of Prisons. The core standards were established as guidelines for the improvement of correctional operations, services and programs. They provide a framework for presenting the needs and concerns of local correctional agencies and set minimum levels of compliance. The key core jail standards regarding jail staffing include the following:

1-Core-2A-02, Correctional Officers' Posts. Correctional officers' posts are located adjacent to inmate living areas to permit officers' to see or hear and respond promptly to emergency situations. There are written orders for every correctional officer's post;

1-Core-2A-05, Female Inmates and Female Staff. When a female inmate is housed in a facility, at least one female staff member is on duty at all times; and

1-Core-2A-09, Staffing – Sufficient Staff. Sufficient staff including a designated supervisor are provided at all times to perform functions relating to the security, custody, and supervision of inmates and, as needed to operate the facility in conformance with the standards.

Based on existing staffing practices that were observed during the review period, a general level of compliance appeared to be in place.

Authorized Positions

An interview was conducted in order to gain a better understanding of authorized staffing levels for the Detention Center. The Administration reports that there are currently 342 authorized positions. This number is comprised of 338 full-time staff and 4 part-time staff. There were 267 Detention Officer positions, and 39 vacancies at the time of reporting.

Table 2-1
Alvin S. Glenn Authorized Positions

Position	Qty
Director	1
Assistant Director	1
Captain	3
Lieutenant	11
Sergeant	26
Detention Officer	267
Non-Uniformed	33
Total Staff Positions	342

Source: Alvin S. Glenn, August 2015

Post Assignments

In addition to reviewing authorized and actual staffing levels an analysis was conducted on the deployment practices of existing staff. Included in the review was an examination of post assignments and the days and hour's security personnel are initially scheduled to work. One of the essential elements of completing a staffing analysis and determining the most cost-effective staffing level is the importance of evaluating how staff are being deployed. The Alvin S. Glenn Detention Center like most local detention facilities operates 24 hours per day, 365 days a year. Given the fact that employees are scheduled to work a set number of hours per week and have regularly scheduled days off, vacations, utilize sick time, etc., staffing any given post assignment throughout the year requires more than one staff member.

Effective roster management systems maximize the efficient use of staff resources through the use of post analyses, master rosters, daily rosters, and an ongoing recapitulation of actual staff utilization. When properly applied, roster management systems create the means by which administrators can ensure existing staff resources are allocated appropriately and staffing needs are communicated effectively to major stakeholders.

It was determined that the security posts currently utilized in the Detention Center are appropriate for the physical design of the facility, the operational philosophy, and for the various custody and classification levels of inmates housed. The two housing units that comprise Phase IV have recently been closed. Staffing for these units have been removed from the recommended staffing numbers. There are three posts that are staffed on a PRN (as needed) basis. These are the SHU Suicide, Unit P Suicide, and PRMH (hospital duty) posts. As PRN posts, staff are not planned for these positions on a daily basis. Instead, staff must be reallocated from other areas as needed when inmates are placed on suicide watch or must be transported and/or admitted to the local hospital. Unfortunately, these posts must be filled more often than not which places an additional burden on the staffing compliment for the remainder of the facility. Providing staff coverage for these "unplanned" posts is even more difficult with 39 staff vacancies, which is 11% of the authorized staffing compliment.

Staffing Relief Factors

In order to describe/recommend appropriate staffing for the Detention Center, a relief factor was calculated to determine the number of staff that must be employed to efficiently fill all security posts, even when some staff are absent. Data was collected for time taken off for all jail employees from 2012, 2013 and 2014. Data provided by the County includes time away for vacation, sick leave, and military leave as well as the average time taken to cover staff vacancies. For the majority of staffing studies conducted for other local detention agencies, the consultant typically has “time off data” provided for more than these three categories. In addition to these categories, data is usually provided for holiday pay, comp time, leave without pay, worker’s compensation, and the Family Medical Leave Act to name a few. However, the consultant was informed that these additional categories of “time off data” are not captured for the staff at Alvin S. Glenn.

Using the categories of “time off data” provided, it was determined that for every security post that must be staffed 24 hours a day/ 7 days a week, there is a requirement of 4.88 full-time equivalent staff (FTE). This number is lower than many previous staffing studies conducted by CGL which usually require 5.0 to 5.5 FTEs for each 24/7 security post.

Recommended Staffing

Due to the low relief factor, the recommended number of staff for the Alvin S. Glenn Detention Center is just 7 more FTEs than the current staffing level. If the relief factor for Detention Officers were more comparable to what is often seen in other jurisdictions, the resulting recommended number of Detention Officers could be as high as 295, or a 28 FTE increase over today’s staffing level.

Table 2-2
Alvin S. Glenn Recommended Positions for 2016

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	271	4
Non-Uniformed	33	32	-1
Total Staff Positions	342	349	7

Source: CGL, January 2016

The complete table of recommended positions for today’s operations is included in Appendix 1 of this report.

Alvin S. Glenn Needs Assessment
Phase 1: Current Conditions Assessment

Finding: The configuration and security levels of the Phase III housing units appear to be appropriate for this portion of the inmate population. As of the summer of 2015, both of the Phase IV dormitories have been closed for inmate housing and will be repurposed in the future.

Phase V was built in 2005 and consists of five housing units that are a mixture of celled and dormitory housing. Two of these units house all custody levels of female inmates, and two units are designated to house medium custody males. The 5th housing unit ("Unit M") houses all custody levels of male inmates, most of which have some time of medical problem or mental illness.

Finding: "Unit M" is not appropriate to house inmates with medical needs along with general population inmates. The distance of this unit from the medical department and the lack of features designed for inmates with a medical or mental health condition present constant operational issues for both custody and health services staff.

As of January 2015, exactly half of the inmate beds (560) were in dormitory housing units, and the other 560 beds were in celled housing units.

Table 1-1
ASGDC Beds as of January 1, 2015

Phase	Beds	%
Phase 1	336	30%
Phase 2	168	15%
Phase 3	224	20%
Phase 4	112	10%
Phase 5	280	25%
Total:	1,120	100%

Table 1-2
ASGDC Beds as of July 1, 2015

Phase	Beds	%
Phase 1	336	33%
Phase 2	168	17%
Phase 3	224	22%
Phase 4		0%
Phase 5	280	28%
Total:	1,008	100%

Classification	Beds	%
WE/Worker	112	10%
Orientation	56	5%
Minimum	99	9%
Low Medium	168	15%
Medium	473	42%
Maximum	156	14%
Max/MH	56	5%
Total:	1,120	100%

Classification	Beds	%
WE/Worker		0%
Orientation	56	6%
Minimum	99	10%
Low Medium	168	17%
Medium	473	47%
Maximum	156	15%
Max/MH	56	6%
Total:	1,008	100%

Bed Type	Beds	%
Cell	560	50%
Dorm	560	50%
Total:	1,120	100%

Bed Type	Beds	%
Cell	560	56%
Dorm	448	44%
Total:	1,008	100%

Source: Alvin S. Glenn Detention Center, July 2015

Source: Alvin S. Glenn Detention Center, July 2015

By July of 2015 the Phase IV dormitories had been taken off-line, and were no longer used to house inmate workers or inmates serving weekend sentences. Those inmates have since been redistributed into other housing units within the facility. With these closures, the percentage of beds in dormitory housing was reduced from 50% to 44%. This is still a high percentage of inmates in dormitory housing. With the frequency of incidents with the medium custody inmates that are housed in dormitories, it



may increase the safety and security of the staff and inmates if all medium custody inmates were housed in celled housing units.

Finding: The inmate population has fallen below the number of beds in the ASGDC. Richland County is commended for examining the facility, inmate projections and needs, and the number of staffing that will be required for future operations.

Alvin S. Glenn Needs Assessment
Phase 1: Current Conditions Assessment





Alvin S. Glenn Needs Assessment

INMATE POPULATION PROJECTIONS



Introduction and Methodology

The second phase of the needs assessment consisted of an examination of the inmate populations and a projection of what the population will look like, in both size and composition, in the next 20 years.

Meetings were held at the Alvin S. Glenn Detention Center in the summer and fall of 2015 to identify historical and existing data for use in the population assessment and projections. Historical data and trends were discussed with jail staff. The data gathered was analyzed and twenty year detention populations and resulting bed space needs are presented in this section of the needs assessment.

Population Analysis

External factors that influence the inmate population are independent variables in multiple population projection models. The overall resident population in Richland County, the 15-44 year olds “at-risk” population in Richland County, and the reported crime rate in Richland County were used as external factors for the jail population analysis.

County Population

Growth in the county resident population is a driving factor in the size of the criminal justice system. Since 2005, the resident population in Richland County has increased 15.1 percent, from 349,003 in 2005 to 401,566 in 2014, see Table 2-1. This represents an annual increase of 1.6 percent. The historical data is from the US Census.

The annual percentage population growth in Richland County exceeded two percent from 2006 to 2008. However, the growth has slowed from 2009 to 2014, with 2014 having the slowest growth rate at 0.9 percent.

Table 2-1
Historical Resident Population

Year	Population	# Change	% / Year
2005	349,003		
2006	357,096	8,093	2.3%
2007	366,111	9,015	2.5%
2008	373,789	7,678	2.1%
2009	380,245	6,456	1.7%
2010	385,745	5,500	1.4%
2011	389,600	3,855	1.0%
2012	393,677	4,077	1.0%
2013	397,893	4,216	1.1%
2014	401,566	3,673	0.9%
Total % Change 2005-14:		15.1%	
Annual % Change:		1.6%	

Source: US Census Bureau, July 2015.

The projected Richland County population information was calculated by the South Carolina Revenue and Fiscal Affairs Office. The Richland County resident population is projected to increase 9.8 percent from 2014 to 2035, an annual population increase of 0.4 percent. The 0.4 percent annual projected population growth is less than the 1.6 percent growth seen from 2005 to 2014. The 2035 projected resident population is 440,940; see Table 2-2 for the projected population in five year increments.

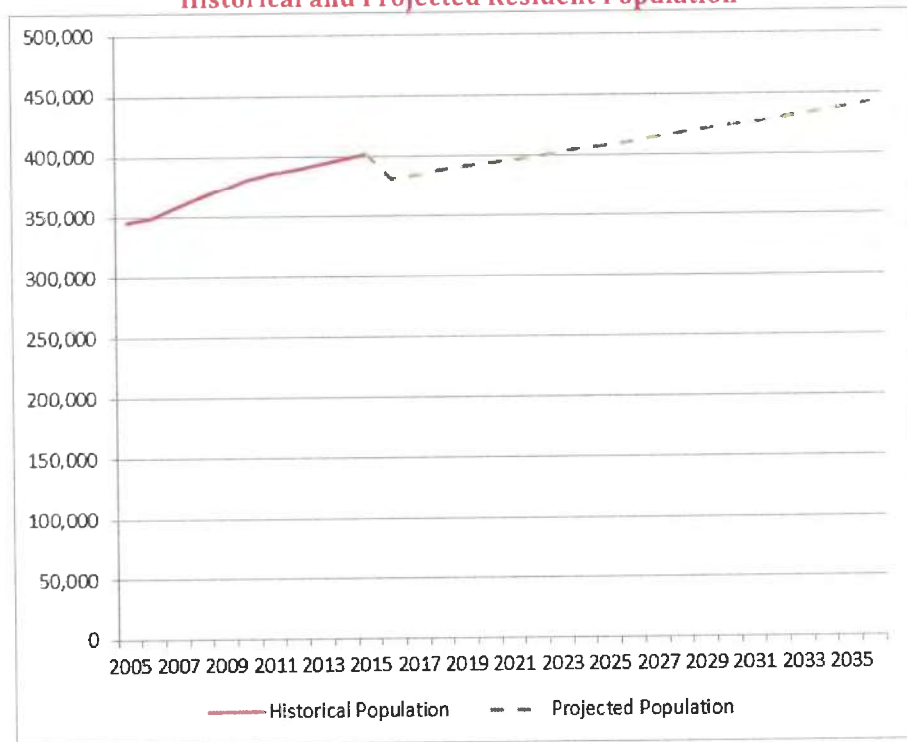
**Table 2-2
 Projected Resident Population**

Year	Population	# Change	% / Year
2014	401,566		
2020	395,920	(5,646)	-0.2%
2025	410,610	14,690	0.7%
2030	425,960	15,350	0.7%
2035	440,940	14,980	0.7%
Total % Change 2014-35: 9.8%			
Annual % Change: 0.4%			

Source: SC Revenue and Fiscal Affairs Office

The historical and projected population data is graphed on Figure 2-1. This graph shows a dip in population in 2015, and the gradual increase in resident population the next twenty years. The reason for the dip in population is that the current (2014) population in Richland County exceeds the projected population figure.

**Figure 2-1
 Historical and Projected Resident Population**



County At-Risk (Ages 15-44) Population

Crime is not evenly distributed through the resident population. The group considered to be the most “at-risk” for criminal behavior is the population between the ages of 15 to 44 years old. Individuals in this age group make up the majority of jail populations.

Table 2-3 shows that the 15 to 44 year old population in Richland County increased 10.3 percent from 2005 to 2014, a slower growth rate to the county population as a whole. Table 2-4 shows the projected population of the at risk population, from the South Carolina Revenue and Fiscal Affairs Office. The at-risk population in Richland County is projected to increase 26.4 percent from 2014 to 2035, an annual increase of 1.1 percent. The at-risk population is projected to grow from 185,459 to 234,512.

**Table 2-3
 Historical At-Risk (Ages 15-44) Population**

Year	Population	# Change	% / Year
2005	168,133		
2006	167,950	(183)	-0.1%
2007	171,421	3,471	2.1%
2008	175,354	3,933	2.3%
2009	178,496	3,142	1.8%
2010	180,219	1,723	1.0%
2011	182,003	1,784	1.0%
2012	182,577	574	0.3%
2013	183,835	1,258	0.7%
2014	185,459	1,624	0.9%
Total % Change 2005-14:		10.3%	
Annual % Change:		1.1%	

Source: US Census Bureau, July 2015.

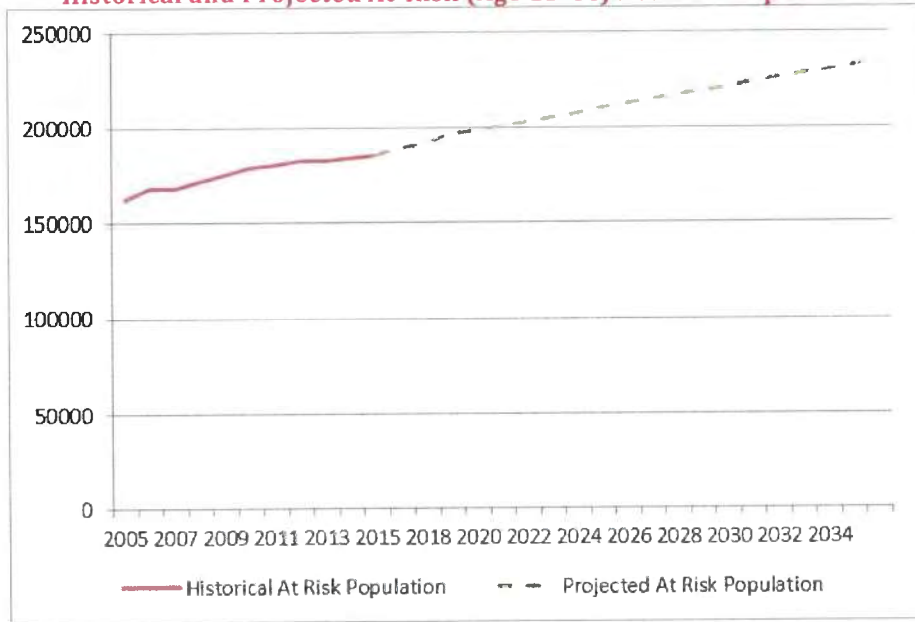
**Table 2-4
 Projected At-Risk (Ages 15-44) Population**

Year	Population	# Change	% / Year
2014	185,459		
2020	200,865	15,406	1.4%
2025	212,081	11,216	0.9%
2030	223,296	11,216	0.9%
2035	234,512	11,216	0.8%
Total % Change 2014-35:		26.4%	
Annual % Change:		1.1%	

Source: CGL Companies, October 2015.

Figure 2-2 graphs the historic and projected population of the 15 to 44 year old demographic in Richland County. Unlike the population projections for the resident population as a whole, the population projections for the at risk population have not been exceeded, so there is no dip in population in 2014 in the graph.

**Figure 2-2
 Historical and Projected At-Risk (Age 15-44) Resident Population**



Reported Crimes

The annual number of reported crimes in Richland County is shown on Table 2-5. The annual number of violent and property crimes are reported to the FBI by local law enforcement agencies.

Since 2005, total crimes in Richland County have increased 6.6 percent, from 9,537 to 10,171. The total crimes in Richland County averaged 11,199 annually, with a peak of 12,320 in 2011.

**Table 2-5
 Historical Data – Reported Crimes**

Year	Violent Crimes	Property Crimes	Total Crimes
2005	1,668	7,869	9,537
2006	1,882	8,115	9,997
2007	2,282	8,715	10,997
2008	2,438	9,785	12,223
2009	2,414	9,510	11,924
2010	2,390	9,681	12,071
2011	2,366	9,954	12,320
2012	2,266	9,747	12,013
2013	1,998	8,743	10,741
2014	1,983	8,188	10,171
# Change	315	319	634
% Change	18.9%	4.1%	6.6%
Annual % Chg	1.9%	0.4%	0.7%
Average	2,169	9,031	11,199

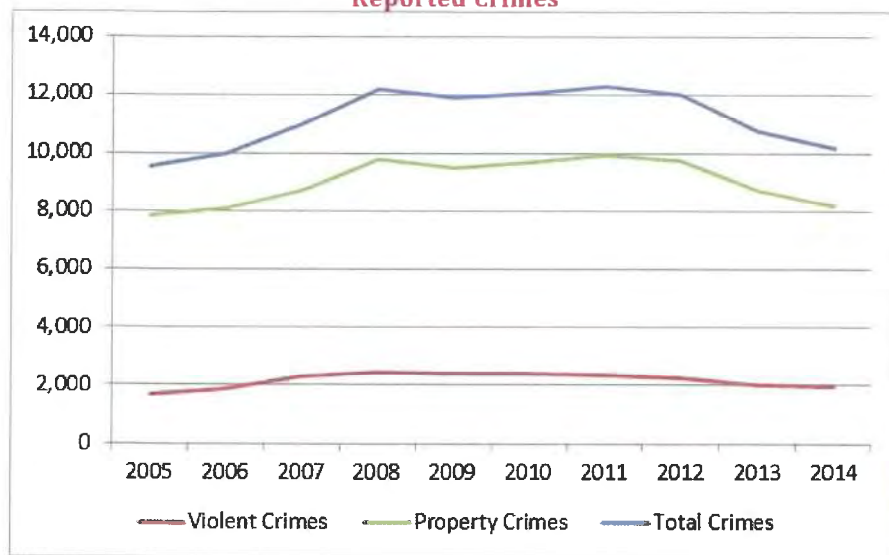
Source: FBI, UCR Reports. September 2015.

Violent Crimes in Richland County increased 18.9 percent from 2005 to 2014, an annual increase of 1.9 percent. Violent crimes in Richland County averaged 2,169 per year, with a peak of 2,438 in 2008. These crimes increased at a higher rate than property crimes from 2005 to 2014, mirroring a national trend.

Property Crimes in Richland County increased 4.1 percent from 2005 to 2014, an annual increase of 0.4 percent. Property crimes averaged 9,031 annually from 2005 to 2014, with a peak of 9,954 in 2011.

Figure 2-3 graphs the annual reported crime in Richland County. The violent crime, property crime and total crimes are plotted. Total crimes reported peaked in 2011, and has decreased since then.

Figure 2-3
Reported Crimes



Makeup of the Jail Population

Population projections for the jail are based on the historical data and trends observed in the system. Ten years of historical data was requested for the projection models. For the analysis the following data was examined: jail bookings, jail releases, average daily population (ADP), a four day snapshot of jail population, and the average length of stay (ALOS). Additionally, research was completed on jail diversion programs in the county, the filings and dispositions of criminal cases in Richland County, and the local admissions and caseloads for probation, parole and Youth Offender Act.

Jail Bookings

After an individual is arrested, they are most often booked into the Detention Center. At booking, the individual is usually fingerprinted, photographed, and processed into the system. However, not all individuals arrested are booked into the Detention Center. Officers can give a citation requiring the arrestee to appear in court without being booked into the Detention Center and thus not appearing as bookings in the data.

Bookings are different than the population in the Detention Center. Bookings are usually examined as annual figures, while the population in the Detention system is expressed as a daily average. The population of the Detention Center is affected by bookings and the length of stay of the inmates. A large number of bookings do not necessarily increase the population of the Detention Center. If many of the bookings are released the day of the booking, the population in the Detention Center would not increase proportionally with the number of bookings.

Annual county-wide bookings in Richland County decreased 7.1 percent from 2005 to 2014. The largest number of annual bookings was in 2007 with 21,016. In the last complete year of bookings data (2014), the annual bookings were 18,563. The average number of annual bookings for this ten year period is 20,015.

In the last ten years the annual number of bookings per 1,000 Richland County residents fell by 19.2 percent, from 57.2 to 46.2. The annual bookings per 1,000 residents aged 15 to 44 decreased 15.8 percent. Both populations increased concurrently with decreases in bookings, see Table 2-6.

**Table 2-6
Annual Bookings**

Year	Bookings Total	Bookings Male	Bookings Female	Bookings Per 1,000 Population	Bookings per 1,000 At Risk Pop (15-44)
2005	19,978	15,702	4,279	57.2	118.8
2006	19,706	15,438	4,268	55.2	117.3
2007	21,016	16,757	4,259	57.4	122.6
2008	20,807	16,587	4,220	55.7	118.7
2009	19,851	15,843	4,008	52.2	111.2
2010	19,767	16,061	3,706	51.2	109.7
2011	19,657	15,655	4,002	50.5	108.0
2012	19,918	15,754	4,164	50.6	109.1
2013	20,886	16,507	4,379	52.5	113.6
2014	18,563	14,363	4,200	46.2	100.1
# Change	-1,415	-1,339	-79	-11.0	-18.7
% Change	-7.1%	-8.5%	-1.8%	-19.2%	-15.8%
Annual % Chg	-0.8%	-1.0%	-0.2%	-2.3%	-1.9%
Average	20,015	15,867	4,149	52.9	112.9

Source: US Census Bureau, Alvin S Glenn Detention Center, July 2015.

Notes: Filings and Disposition Data is Fiscal Year Data (July 1- June 30)

Bookings by gender are also shown in Table 2-6. Both male and female bookings decreased from 2005 to 2014. Male bookings fell from 15,702 in 2005 to 14,363 in 2014, the lowest number of bookings in the past decade. Female bookings decreased from 4,279 in 2005 to 4,200 in 2014. The female bookings range from 3,706 in 2010 to 4,379 in 2013. The percentage decrease in female bookings was 1.8 percent, which was a smaller percentage decrease than the male bookings at 8.5 percent.

Detention Releases

Along with the number of annual bookings, the number of annual releases is examined. The number of releases often mirrors the number of bookings, with a slight time lag based on the average length of stay (ALOS). Release data from the Alvin S. Glenn Detention Center was available from 2010 to 2014. Annual releases decreased by 6.3 percent, or 1.3 percent annually. The number of annual releases averaged 19,121, slightly less than the number of annual bookings which averaged 19,758; see Table 2-7.

Table 2-7
Annual Bookings and Releases

Year	Releases_Total	Bookings_Total
2010	19,863	19,767
2011	19,649	19,657
2012	20,028	19,918
2013	17,447	20,886
2014	18,617	18,563
# Change	-1,246	-1,204
% Change	-6.3%	-6.1%
Annual % Chg	-1.3%	-1.6%
Average	19,121	19,758

Source: Alvin S Glenn Detention Center, July 2015.

Figure 2-4 plots the annual bookings and releases from 2010 to 2014. From 2010 to 2012, the line trends very similar. However, in 2013 there were a substantially more bookings than releases.

Figure 2-4
Annual Bookings and Releases



Average Daily Population

The county Detention Center average daily population (ADP) is calculated from the daily population counts at the Alvin S. Glenn Detention Center. The annual ADP is calculated from the monthly counts from 2005 to 2014.

Table 2-8 shows the annual ADP of the ASGDC. The ADP has decreased 19.7 percent from 2005 to 2014, an annual decrease of 2.4 percent. The peak ADP year in Richland County was 2007 at 1,232. The most recent year is the lowest ADP year, with an ADP of 883.

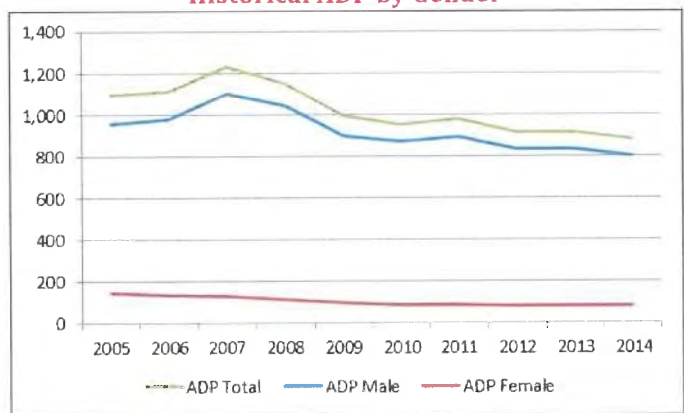
Table 2-8
Historical Annual ADP

Year	ADP Total	ADP Male	ADP Female	IR per 1,000 Population	IR per 1,000 At Risk Pop
2005	1,099	956	143	3.1	6.5
2006	1,112	979	133	3.1	6.6
2007	1,232	1,103	128	3.4	7.2
2008	1,153	1,042	111	3.1	6.6
2009	995	901	94	2.6	5.6
2010	954	871	82	2.5	5.3
2011	979	894	86	2.5	5.4
2012	913	832	81	2.3	5.0
2013	913	833	79	2.3	5.0
2014	883	802	81	2.2	4.8
# Change	-216	-154	-63	-1.0	-1.8
% Change	-19.7%	-16.1%	-43.7%	-30.2%	-27.2%
Annual % Chg	-2.4%	-1.9%	-6.2%	-3.9%	-3.5%
Average	1,023	921	102	2.7	5.8

Source: Alvin S Glenn Detention Center, July 2015.

The ADP per 1,000 residents and the ADP per 1,000 at risk aged residents, also known as the incarceration rate for Richland County, is shown in Table 2-8. The ADP per 1,000 residents decreased 30.2 percent from 2005 to 2014, an annual decrease of 3.9 percent. The ADP per 1,000 at risk aged residents decreased 27.2 percent from 2005 to 2014, an annual decrease of 3.5 percent. The incarceration rate's steep declines for both the total resident population and the at risk population reflect the growth of the county coupled with the decrease in inmate numbers. Figure 2-5 graphs the annual ADP of the jail. The ADP trend line is decreasing, with the total ADP reflecting the changes in the male ADP, which is the driver of the jail population.

Figure 2-5
Historical ADP by Gender



Snapshot Data

Jail population snapshots were provided for the following dates in 2015: Monday, May 4 through Thursday, May 7, 2015. The snapshot data shows the population of the jail by housing unit and corresponding security custody level.

Table 2-9
Jail Population Snapshot

HOUSING UNIT	CUSTODY LEVEL	5/4/15	5/5/15	5/6/15	5/7/15	AVERAGE
UNIT ALPHA	MED	33	33	32	30	32.0
UNIT BRAVO	MIN	25	23	27	23	24.5
UNIT CHARLIE	MED	42	41	39	39	40.3
UNIT DELTA	MED	40	41	40	41	40.5
UNIT ECHO	MED	38	37	37	34	36.5
UNIT FOXTROT	MED	36	37	38	36	36.8
UNIT GOLF	MED	50	50	49	49	49.5
UNIT HOTEL	MAX	48	48	48	49	48.3
UNIT INDIA	MED	48	49	49	50	49.0
UNIT JULIET	MED	50	50	51	49	50.0
UNIT KILO	MED	51	51	52	52	51.5
UNIT LIMA	MED	53	52	51	51	51.8
UNIT MIKE	MIN/MED/MAX	40	42	39	38	39.8
UNIT PAPA	MED/MAX	39	37	38	30	36.0
UNIT T-1	MIN/MED	37	38	43	42	40.0
UNI T-2	N/A	0	0	0	0	0.0
UNIT UNIFORM	MIN/MED	33	34	31	29	31.8
UNIT XRAY	MAX	49	49	49	46	48.3
UNIT YANKEE	N/A	37	28	38	45	37.0
UNIT SHU	MIN/MED/MAX	56	56	57	59	57.0
INTAKE	N/A	2	3	4	5	3.5
TOTAL		807	799	812	797	803.8

Source: Alvin S Glenn Detention Center, July, 2015.

Jail population snapshots are used for the disaggregate population projections by security classification. Additionally, the Unit Mike houses a large number of inmates with medical conditions and Unit SHU houses inmates with acute mental illness in addition to inmates on segregation status. There is not specific data on the number of mental health inmates or beds available, as both Unit Mike and Unit SHU also house inmates that are not sick or mentally ill, and those numbers fluctuate. Unit Mike and Unit SHU populations are projected out to 2035.

Average Length of Stay

An important statistic for inmate population projections is the average length of stay (ALOS). The ALOS of inmates in the system is a calculated figure using the annual number of bookings and the ADP. The ALOS is a driver of the number of inmates in the system, as a higher ALOS will keep inmates in the system longer. The ALOS decreased 19.8 percent from 2005 to 2014 from 21.7 days to 17.4 days. The lowest ALOS was in 2013 at 15.9 days. The bookings in 2013 were the highest since 2005, so the lower ALOS kept the ADP stable. The longest ALOS was 21.7 days in 2005.

Table 2-10
Jail Average Length of Stay

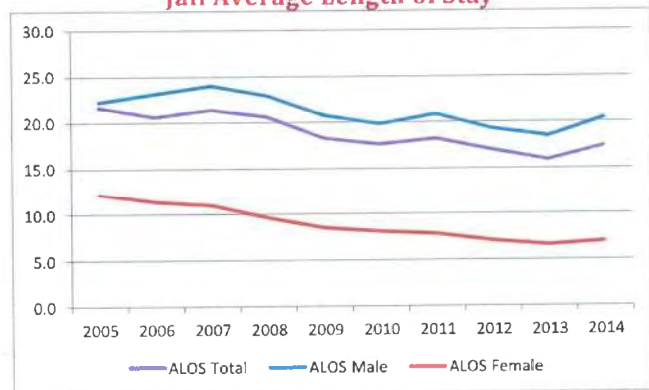
Year	ALOS in Days	ALOS Male	ALOS Female
2005	21.7	22.2	12.2
2006	20.6	23.2	11.4
2007	21.4	24.0	11.0
2008	20.6	22.9	9.6
2009	18.3	20.7	8.5
2010	17.6	19.8	8.1
2011	18.2	20.8	7.8
2012	17.0	19.3	7.1
2013	15.9	18.4	6.6
2014	17.4	20.4	7.0
# Change	-4.3	-1.8	-5.2
% Change	-19.8%	-8.3%	-42.6%
Annual % Chg	-2.4%	-1.0%	-6.0%
Average	18.9	21.2	8.9

Source: Alvin S Glenn Detention Center, July 2015.

The male inmate ALOS decreased by 8.3 percent from 2005 to 2014, an annual decrease of 1.0 percent. The female inmate ALOS decreased by 42.6 percent from 2005 to 2014, an annual decrease of 6.0 percent. The female ALOS decreased from over 12 days in 2005 to 7 days in 2014, see Table 2-10.

Figure 2-6 shows the ALOS by gender and the system ALOS. The male ALOS is highest, with the system wide ALOS slightly below the male ALOS.

Figure 2-6
Jail Average Length of Stay



Jail Diversion Programs

The Fifth Judicial Circuit for South Carolina, which includes Richland County and Kershaw County, offers seven jail diversion programs: Alcohol Education, Pre Trial Intervention, Traffic Education, Youth Arbitration, Drug Court, Veterans Court, and DUI Treatment Court.

Diversion programs are a form of sentencing, often designed to enable offenders to avoid criminal charges. Another benefit of efficient diversion programs is relieving stress on the local courts and detention centers.

The jail ADP in Richland County has decreased by 19.7 percent from 2005 to 2014. While it is not possible to assign direct correlations with this population decrease to jail diversion programs, it is in the best interest of the county to continue the jail diversion programs to keep jail population numbers as low as possible without sacrificing public safety.

Filings and Dispositions

The jail population is effected by several factors in the criminal justice system outside the jail. Jail diversion programs are one external factor. Another major influence on jail populations is the efficiency of the local courts. If courts have large backlogs of cases, or if cases are taking longer to dispose, the ALOS in the jail and the ADP will rise. Table 2-11 presents historical data on criminal filings and dispositions in Richland County from 2005 to 2014.

Table 2-11
Historical Data – Criminal Filings and Dispositions

Year	Pending Criminal Filings (July 1)	Criminal Filings (Added During FY)	Criminal Filings Total	Criminal Dispositions	Pending End of Period	Dispositions/ New Filings
2005	5,951	8,946	14,897	8,905	5,992	99.5%
2006	6,958	9,413	16,371	9,270	7,101	98.5%
2007	7,284	9,301	16,585	8,942	7,643	96.1%
2008	8,050	9,150	17,200	9,170	8,030	100.2%
2009	8,419	8,470	16,889	9,004	7,917	106.3%
2010	8,468	8,240	16,708	7,974	8,805	96.8%
2011	9,082	8,405	17,847	7,556	9,992	89.9%
2012	8,849	8,703	17,552	8,738	8,814	100.4%
2013	9,212	8,956	18,168	9,886	8,282	110.4%
2014	8,798	8,706	17,504	9,353	8,151	107.4%
# Change	2,847	-240	2,607	448	2,159	7.9%
% Change	47.8%	-2.7%	17.5%	5.0%	36.0%	7.9%
Annual % Chg	4.4%	-0.3%	1.8%	0.5%	3.5%	0.9%
Average	8,107	8,829	16,972	8,860	8,073	100.6%

Source: South Carolina Judicial Department, Alvin S Glenn Detention Center, December 2015.

Notes: Filings and Disposition Data is Fiscal Year Data (July 1- June 30)

The pending criminal filings on July 1 of each year are shown in the first column. The criminal filings added during the fiscal year decreased 2.7 percent from 2005 to 2014. The criminal dispositions increased 5.0 percent from 2005 to 2014, an increase of 0.5 percent annually.

The disposition rate, which is the number of dispositions divided by the new filings, is ideally near 100 percent. This would indicate all criminal filings are disposed during the year and the case back log would not increase. The disposition rate of criminal cases in Richland County courts ranged from 89.9 percent in 2011 to 110.4 percent in 2013. The disposition rates higher than 100 percent show a clearing of the

criminal case back log. The high number of cases pending at the end of the fiscal year (June 30) raises concerns. But there is no evidence that the court’s criminal filings and dispositions data are impacting the jail populations in a negative manner.

Local Probation Caseloads

The South Carolina Department of Probation, Parole and Pardon Services (SCDPPS) is charged with the responsibility of supervising those offenders placed on probation by the Court. Probation is a court-ordered community sanction which suspends the imposition of all or part of the original sentence of incarceration. It requires the offender, under SCDPPS supervision in the community, to adhere to a set of conditions which limit the offender’s freedom, reparation to victims if so ordered, and to provide for judicial revocation for violation of those conditions.¹

Inmates between ages 17 through 24 who are sentenced under the South Carolina Youthful Offender Act (YOA) to an indeterminate period of incarceration not to exceed six years within the South Carolina Department of Corrections (SCDC), may be conditionally released prior to that time based on offense category, adjustment, and evaluation while incarcerated.²

The active caseloads for probation, parole and YOA are shown in Table 2-12. Active probation cases have decreased 8.4 percent from 2005 to 2014, while parole declined 4.8 percent, and YOA declined 56.1 percent.

Active probation cases dipped below 2,000 cases in 2011 and 2012, but have rebounded recently. Active parole cases averaged 358, which is also the most recent caseload in 2014. The number of YOA cases has dropped significantly, from 214 in 2005 to 94 in 2014. The reduction in YOA caseload happened as the jail’s juvenile ADP declined.

Table 2-12
Historical Active Offender Caseloads

Active Offender Caseload				
Year	Probation	Parole	YOA	Total
2005	2,316	376	214	2,906
2006	2,133	382	208	2,723
2007	2,146	375	208	2,729
2008	2,089	390	207	2,686
2009	2,109	338	206	2,653
2010	2,084	357	200	2,641
2011	1,987	317	195	2,499
2012	1,964	340	182	2,486
2013	2,203	347	145	2,695
2014	2,122	358	94	2,574
# Change	-194	-18	-120	-332
% Change	-8.4%	-4.8%	-56.1%	-11.4%
Annual % Chg	-1.0%	-0.5%	-8.7%	-1.3%
Average	2,115	358	186	2,659

Source: South Carolina Department of Probation, Parole and Pardon Services, Annual Statistical Reports, July 2015.

Notes: Data is Fiscal Year Data (July 1 - June 30)

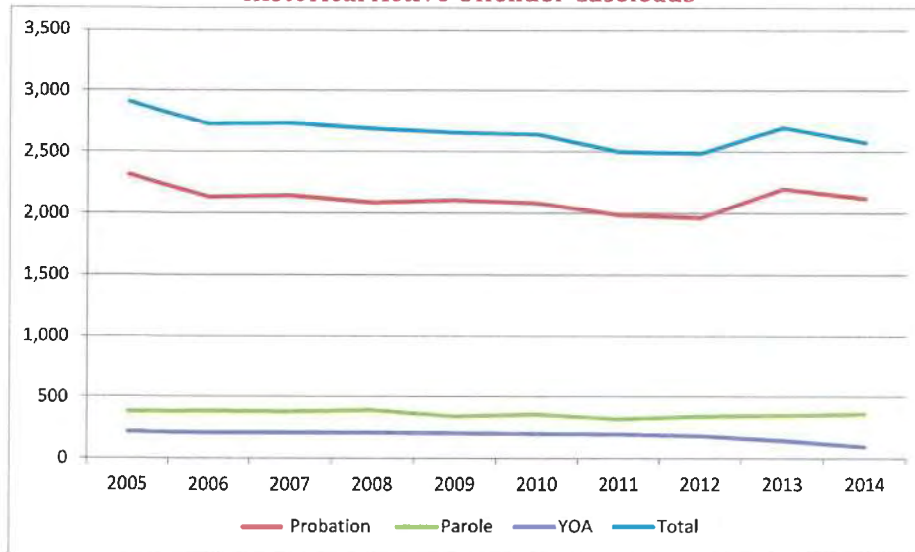
¹ SCDPPS website: <http://www.dppps.sc.gov/>

² SCDPPS website: <http://www.dppps.sc.gov/>



Figure 2-7 graphs the active caseloads for probation, parole, YOA and the sum of the three components caseload. Probation caseload is the majority and trends the total caseload line.

Figure 2-7
Historical Active Offender Caseloads



The annual admissions for probation, parole, and YOA are shown in Table 2-13. Admissions to probation have decreased 20.0 percent from 2005 to 2014, while parole increased 43.0 percent, and YOA declined 93.1 percent.

The reduction in admissions to the probation and YOA programs is reflected in the lower active caseload numbers. However the admissions are down at a higher percentage than the active caseload data. Parole's admissions are increasing, however the active caseload numbers declined.

The YOA admissions fell to 8 in 2014, down from the high of 115 in 2005.

Table 2-13
Historical Offender Admissions

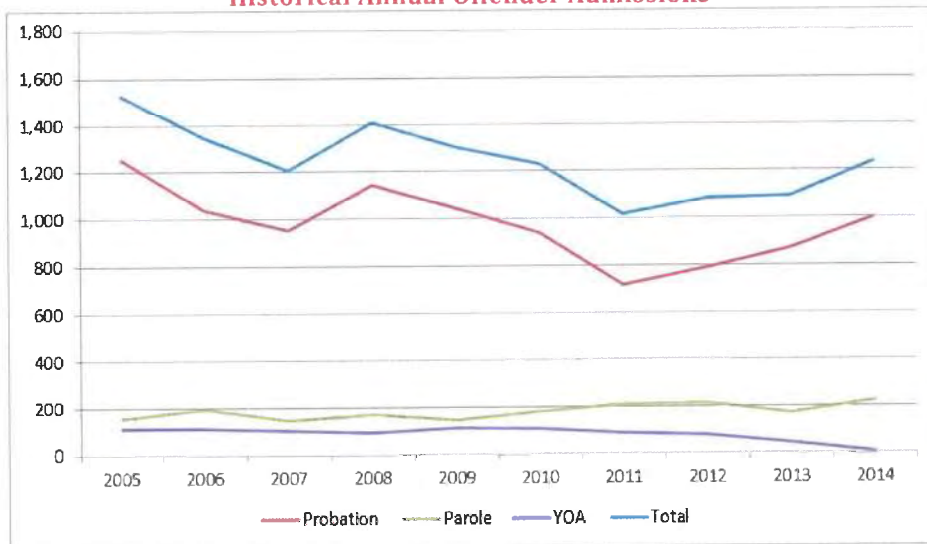
Year	Annual Admissions			
	Probation	Parole	YOA	Total
2005	1,252	158	115	1,525
2006	1,039	194	113	1,346
2007	951	150	103	1,204
2008	1,143	173	93	1,409
2009	1,043	146	113	1,302
2010	938	182	108	1,228
2011	717	209	91	1,017
2012	788	213	82	1,083
2013	872	172	45	1,089
2014	1,001	226	8	1,235
# Change	-251	68	-107	-290
% Change	-20.0%	43.0%	-93.0%	-19.0%
Annual % Chg	-2.5%	4.1%	-25.6%	-2.3%
Average	974	182	87	1,244

Source: South Carolina Department of Probation, Parole and Pardon Services, Annual Statistical Reports, July 2015.

Notes: Data is Fiscal Year Data (July 1 - June 30)

Figure 2-8 graphs the annual admissions for probation, parole, YOA and the sum of the three. Again, admissions to probation are the majority of the admissions and trends the total admissions line. Admissions to the three programs combined averaged 1,244.

Figure 2-8
Historical Annual Offender Admissions



Projections of Capacity Requirements

The ADP Projections are status quo projections for the next ten years in Richland County. The projection models do not factor in any policy or legislative changes that may impact the jail populations.

Projection Models

The projections for average daily population and bed space needs are based on three major factors: system based statistical models, demographic based statistical models, and time series modeling.

The development of the Alvin S. Glenn ADP and bed space projections uses thirteen models to forecast population levels to the year 2035. The primary factors employed for the models were the total ADP, bookings, ALOS, reported crimes, and county population projections in Richland County. The calendar year data from 2014 served as the base year for the projections models. The following is a description of each model considered, broken into the three modeling categories.

System Based Statistical Models

- Model 1 - Historical Trend Percentage Change calculates the total percentage change from the beginning point to the end point of the historical data series. The annual percentage increase rate used in the model is applied to the base year and subsequent years to calculate future ADP levels.
- Model 2 - Historical Compound Annual Growth Rate (CAGR) uses the historic annual growth rates to determine a percentage of growth. Often used in financial forecasting, the CAGR is applied to the projection end date of calendar year 2035.

- Model 3 - Mean Deviation compares the peak year population to the average from the historic data. The model is standardized by dividing the number of years observed. The mean deviation model shows the high points in most models as it is projected forward.

Demographic Based Models

- Models 4 and 5 - Incarceration Rate Percentage Change uses the historic change in ADP per 1,000 residents of Richland County, also known as the Incarceration Rate, and extends the change in incarceration rate to the year 2035. The percentage is then applied to the Richland County population projections. Model 4 uses the county-wide population while Model 5 uses the at risk population of 15 to 44 year olds.
- Models 6 and 7 - Ratio to Population is dependent on annual population projections for residents of Richland County (Model 6) and the 15 to 44 year old population (Model 7). The difference in models 6 and 7 is that the percentage change is not considered, as the existing, high, average and low historic incarceration rates are applied to the population projections.
- Model 8 - Ratio to Offenses Known to Law Enforcement uses the historic ratios of violent and property crimes to inmate population and misdemeanor arrests to inmate population. The ratio is then applied to projected arrests based on historic reported crimes trends.
- Model 9 - ALOS to Projected Bookings applies existing, high, average, and low ALOS rates from the base year and applies it to projected booking to 2035.

Time Series Modeling

- Model 10 - Linear Regression determines a best fit line considering the historic ADP over time. This best fit line is extended to 2035.
- Model 11 - Multiple Regressions determines a best fit line considering the ADP over time and Richland County population and the 15 to 44 year old population. This best fit line is extended to 2035.
- Model 12 - Box-Jenkins Autoregressive Integrated Moving Average (ARIMA) uses a regression technique that weighs all years equally. The Box-Jenkins model of ARIMA is used typically for accurate short-term projections of data that shows predictable repetitive cycles and patterns.
- Model 13 - Exponential Smoothing ARIMA identifies levels and trends by smoothing the latest data points to decrease irregularity and adds a seasonality factor. The seasonal indexes are obtained by smoothing seasonal patterns in the historical data. The exponential smoothing model gives older data progressively-less weight while new data is weighted more.

While thirteen models are run, not all are used in the averaging of model for ADP projections. Models determined to have appropriate statistical reliability and significance were weighted equally to determine forecast figures. For the ARIMA models, the r-squared values below 0.8 were not used in the

final average. R-squared shows the amount of explained variance in the statistical model. There are no concrete levels for acceptable r-squared.

Historical trend analysis models and ratio models were included unless the population forecast looked unrealistic. An unrealistic forecast, for example, would be downward trends that fell below zero and ARIMA models with r-squared values lower than 0.8. These were not considered in the final models.

A total of six to eight models, with at least one from each of the three subsections, were selected and averaged. Each model presents a different snap shot to the future that is beneficial to the final projection. To dampen the limitations of the forecast models, equal weighting and averaging of models is used. The averaging of the models, while not perfect, does reduce some of the flaws of the individual forecasting models and shows patterns of model agreement. Targeting models from each of the three subsections produces a more robust model. Models selected are not as subject to volatility of historic trends as those models excluded.

Jail Population Projection

The projection models were run for jail bookings and jail ADP. The first step was calculating the projected bookings to 2025, as the projected bookings is one of the models used in the ADP projection model.

As a variable, bookings are difficult to project for jail purposes since it is not a controlled variable for analysis. Bookings are dependent on police policies, local attitude to crime, criminal activity, citation releases, and many other factors outside the facilities.

Projected Bookings

Bookings in Richland County decreased 7.1 percent from 2005 to 2014, from 19,978 to 18,563. The projection model for bookings averaged seven models: historic trend percentage increase, compound annual growth rate, mean deviation from the average, ratio to general population growth, ratio to at risk population growth, ratio to arrests, and multiple regressions. The bookings in Richland County are projected to increase to 19,214 in 2035, an increase of 3.5 percent from 2014. Table 2-14 shows the five-year projection increments for jail bookings and ADP. The projected bookings increases due to the projected population increases in Richland County.

Table 2-14
Projected Jail Bookings

Bookings	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Richland County Population	401,566	381,230	395,920	410,610	425,960	440,940	9.8%	0.9%	410,479
Bookings	18,563	18,265	18,430	18,633	18,935	19,214	3.5%	0.3%	18,684
Bookings / 1,000 Population	46.23	47.91	46.55	45.38	44.45	43.57	-5.7%	-0.6%	45.57

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

Projected Adult ADP

While the projected bookings increase 3.5 percent, the ADP projection for Richland County increases by 8.1 percent. The ADP increase is driven by population growth in Richland County. The ADP projection model is an average of seven models: historic trend percentage increase, compound annual growth rate, mean deviation from the average, ratio to general population growth, ratio to general population growth, ratio to at risk population growth, and bookings to ALOS model.

The projected ADP increases to 954 in 2035, an ADP lower than the ADP in Richland County from 2005 to 2009. The average ADP from 2014 to 2035 is 901, see Table 2-15. The projected ADP increases each projection interval to 2035, while the county populations are increasing, resulting in stable incarceration rates for Richland County. The incarceration rate per 1,000 residents is projected to decrease slightly, by 1.6 percent from 2014 to 2035.

Table 2-15
Projected Jail Adult ADP

ADP Projections	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Richland Population	401,566	381,230	395,920	410,610	425,960	440,940	9.8%	0.4%	410,479
Age 15-44	185,459	189,650	200,865	212,081	223,296	234,512	26.4%	1.1%	210,871
ADP	883	864	877	897	923	954	8.1%	0.4%	901
Bookings Total	18,563	18,265	18,430	18,633	18,935	19,214	3.5%	0.2%	18,684
IR per 1,000 Population	2.20	2.27	2.22	2.18	2.17	2.16	-1.6%	-0.1%	2.20

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

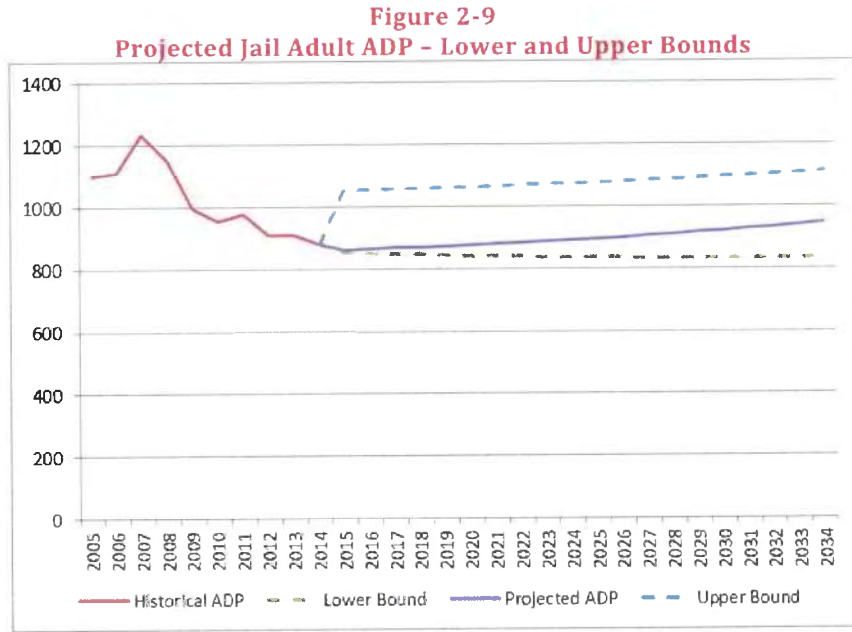
Table 2-16 shows the upper bound and the lower bound for the projection model. The upper and lower bounds are calculated by using the 95 percent confidence interval bounds for the regression model, and the corresponding lower and upper scenarios for the ratio based models. The lower bound ADP projection is 836 in 2035, while the upper bound is 1,114. The range between the low and high models is 278.

Table 2-16
Projected Jail Adult ADP – Lower and Upper Bounds

ADP Lower and Upper Bounds	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
ADP - Lower Bound	883	854	843	836	834	836	-5.3%	-0.3%	841
ADP - Projected	883	864	877	897	923	954	8.1%	0.4%	901
ADP - Upper Bound	883	1,052	1,061	1,075	1,093	1,114	26.2%	1.1%	1,069
Lower and Upper Bounds Range	0	198	218	239	259	278			

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

Figure 2-9 graphs the historical and projected jail ADP for Richland County including the upper bound and the lower bound for the projection model. The upper and lower bounds are calculated by using the 95 percent confidence interval bounds for the regression model, and the corresponding lower and upper scenarios for the ratio based models.



Projected Juvenile ADP

The juvenile population in the Alvin S. Glenn Detention Center is separate from the adult population and is projected separately as well. The numbers of juveniles is very small historically, ranging from 7 in 2014 to 19 in 2008. The trend in juvenile ADP is decreasing, similar to many jurisdictions in the US.

Table 2-17 shows the projected juvenile ADP in Richland County increasing from 7 to 10 in the next twenty years. The incarceration rate to the at-risk population is projected to remain at 0.04 juveniles per 1,000 from 2014 to 2035.

**Table 2-17
 Projected Jail Juvenile ADP**

ADP Juvenile	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Richland County Population	401,566	381,230	395,920	410,610	425,960	440,940	9.8%	0.4%	410,479
Richland At Risk Population	185,459	189,650	200,865	212,081	223,296	234,512	26.4%	1.1%	210,871
Juvenile ADP	7	7	7	8	9	10	39.9%	1.6%	8
IR per 15-44 Population	0.04	0.04	0.04	0.04	0.04	0.04	10.6%	0.5%	0.04

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.



Bed Space Projections

Criminal justice facilities cannot be planned for the ADP solely; peaks in population along with beds for differing inmate classifications must be accommodated. The peaking value of the Alvin S. Glenn Detention Center is calculated using monthly data from 2006 to 2014 and the first four months of 2015. The three highest months of ADP were averaged and then compared to the annual ADP. The percentage difference for each year was calculated.

A peaking factor accounts for seasonal variations in the inmate population. There must be enough beds to accommodate seasonal increases without overcrowding. The actual factor is the percentage above the average daily population. Data was analyzed to ascertain the actual peaking factor for Richland County. For the monthly data set, the average peaking percentage was 5.3 percent. This means that the largest number of inmates held in Richland County was 5.3 percent higher than the average inmate population during the time period examined. Table 2-18 shows the monthly ADP for Richland County and the peaking factor.

Table 2-18
Historical Monthly ADP and Peaking

ADP	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Average
January	1,022	1,092	1,219	921	924	894	892	849	894	825	953
February	983	1,095	1,198	941	984	901	879	862	908	888	964
March	979	1,141	1,173	922	888	891	914	812	853	805	938
April	1,038	1,157	1,208	991	914	951	898	802	874	870	970
May	1,061	1,132	1,126	996	916	957	911	880	885	NA	985
June	1,101	1,172	1,139	992	925	964	924	902	846	NA	996
July	1,144	1,201	1,134	972	957	957	895	912	856	NA	1,003
August	1,076	1,207	1,086	969	959	968	896	956	864	NA	998
September	1,068	1,262	1,136	1,000	941	1,027	925	954	850	NA	1,018
October	1,100	1,306	1,076	904	944	1,048	912	940	841	NA	1,008
November	1,099	1,244	960	960	925	994	963	943	847	NA	993
December	1,086	1,229	917	917	884	903	829	895	844	NA	945
Average	1,063	1,187	1,114	957	930	955	903	892	864	847	971
3 Month High	1,115	1,271	1,208	996	967	1,023	937	951	896	879	1,024
Peaking Factor	4.9%	7.1%	8.4%	4.1%	3.9%	7.2%	3.8%	6.6%	3.7%	3.8%	5.3%

Source: Alvin S Glenn Detention Center, May 2015.

A classification factor accounts for a fluctuation in the type of inmates held at any given time. There may be times where there are more maximum security inmates than the average number; conversely there may be times when there are more minimum security inmates than the average. There needs to be enough flexibility in the type of beds needed at any given time to be able to provide appropriate separations between the classification levels of inmates. Drawing from past studies and industry standards, CGL has applied a 7.5 percent classification factor for bed space need.

The peaking and classification factors are added together and then added to the projections to give a number for beds needed.

The projected ADP for 2035 is 954 inmates. Applying the peaking and classification percentages throughout the next twenty years show a bed space need of 1,076 by 2035 (see Table 2-19).

Table 2-19
Projected Adult Bed Space Need

Bed Space Projections	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
ADP	883	864	877	897	923	954	8.1%	0.4%	901
Peaking (5.3%)	47	46	46	48	49	51	8.1%	0.4%	48
Classification (7.5%)	66	65	66	67	69	72	8.1%	0.4%	68
Bed Space Needed	996	975	990	1,012	1,041	1,076	8.1%	0.4%	1,016

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

Table 2-20 applies the lower and upper percent peaking and the 7.5 percent classification figures to the lower and upper bound ADP projections. The lower bound bed space projection uses the lowest peaking percentage from the monthly data, which is 3.7 percent. The upper bound bed space projection uses 8.4 percent peaking, the highest peaking year. The lower bound bed space projection is 930 beds in 2035, and the higher bound bed space projection is 1,291 beds in 2035.

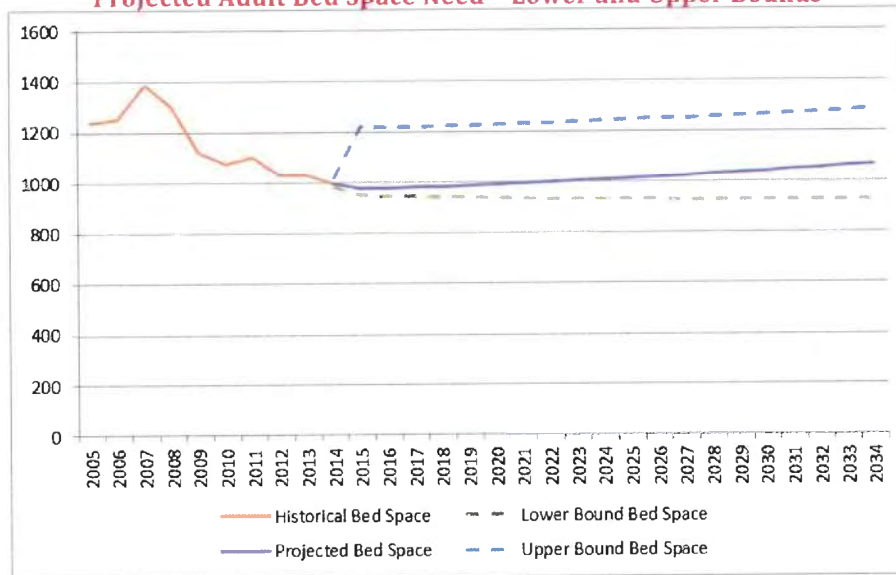
Table 2-20
Projected Adult Bed Space Need - Lower and Upper Bounds

Bed Space Lower and Upper Bounds	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Bed Space Needed - Lower Bound (3.7% Peaking)	982	950	937	930	928	930	-5.3%	-0.3%	936
Bed Space Needed - Projected (5.3% Peaking)	996	975	990	1,012	1,041	1,076	8.1%	0.4%	1,016
Bed Space Needed - Upper Bound (8.4% Peaking)	1,023	1,219	1,230	1,246	1,267	1,291	26.2%	1.1%	1,239
Lower and Upper Bounds Range	42	269	293	316	339	362			

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

Figure 2-10 plots the historical and projected bed space need to the year 2035.

Figure 2-10
Projected Adult Bed Space Need - Lower and Upper Bounds



The juvenile bed space needs applies the 5.3 percent peaking and 7.5 percent classification factors. The bed space need grows from 8 currently to 11 by 2035, see Table 2-21.

**Table 2-21
Projected Juvenile Bed Space Need**

Bed Space Juveniles	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Juvenile ADP	7	7	7	8	9	10	39.9%	3.4%	8
Peaking (5.3%)	0	0	0	0	0	1	39.9%	3.4%	0
Classification (7.5%)	1	1	1	1	1	1	39.9%	3.4%	1
Bed Space Needed -Juveniles	8	8	8	9	10	11	39.9%	3.4%	9

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

Because the population is so small for juveniles in the Alvin S. Glenn Detention Center, the lower bound and upper bound projections were not significantly different.

Custody Type

Table 2-22 breaks down the jail inmate ADP by custody groups identified by the snapshot data provided by the jail staff. The projections are not bed space projections, they are ADP projections based on the current operations of the jail and the classification system used. The data is from the average of the four day snapshot in May 2015, not on the annual ADP used in the other population projections. Because each custody level and units were projected individually, the sum of these projections is not equal to the ADP projection of the jail as a whole. These disaggregated projections yield a higher total ADP in 2035 (1,140) than the projected ADP (954).

The security classification levels are split between minimum, medium, and maximum security. The largest section of the jail population is classified as medium custody, currently at 438 and projected to increase to 536 in 2035. The maximum custody level is projected to increase from 114 to 133, and the minimum custody level projected to increase from 33 to 44.

**Table 2-22
Projected Jail ADP by Custody Type**

ADP by Classification (Unit)	2014	2015	2020	2025	2030	2035	%Chg	%Chg/Yr	Average
Minimum Custody Level	33	32	35	38	41	44	35.2%	1.4%	37.8
Medium Custody Level	438	428	444	468	499	536	22.3%	1.0%	471.6
Maximum Custody Level	114	110	111	116	124	133	17.0%	0.7%	117.9
Min/Med/Max (Unit M & SHU)	99	100	119	143	175	218	118.8%	3.8%	146.4
Women's Special MGMT (Unit P)	43	42	42	42	43	44	0.3%	0.0%	42.5
Min/Med (Unit T-1, U)	84	82	83	86	90	94	11.4%	0.5%	86.6
Intake	7	7	8	9	10	11	51.5%	2.0%	9.0
NA (Unit T-2, Y)	44	43	46	50	55	61	37.4%	1.5%	50.8
Custody Level (Unit) Sum	863	845	889	953	1,037	1,140	32.1%	2.3%	962.7

Source: Alvin S Glenn Detention Center, SC Revenue and Fiscal Affairs Office, CGL Companies, October 2015.

There are units in the detention center that house multiple levels of classification. Unit U houses both minimum and medium classification, Unit P houses females with both medium and maximum classification, and Unit M houses males of all classification levels. Unit M houses all classifications of male inmates. While there are some general population inmates housed here, the vast majority of these inmates have various medical conditions that require special housing. The SHU also houses a variety of inmates, including protective custody, administrative segregation, disciplinary segregation, and inmates with severe mental illness.

Inmates that require special housing due to medical conditions and mental illness continue to receive much attention in Richland County, as it does across the nation. However, the current data does not allow for a clean separation of the projected medical/mental health inmates in Units M and SHU from

the remainder of the inmate population. The projected ADP of these two units increases from 99 currently to 218 by 2035. This is projected to be the largest growth of units in the jail, with a 118.8 percent increase.

Meetings with the detention center health care providers have determined that currently, approximately 10 percent of the inmate populations are in need of specialty housing. In Section 4 of this report, we will propose a plan that was developed with assistance from the detention center that properly addresses the health concerns and housing needs of this rapidly growing and high liability population.

Summary

The assessment of the jail population and the corresponding jail population projections is crucial for jail planning. The jail ADP for Richland County is projected to increase 8.1 percent from 2014 to 2035, with the ADP growing from 883 to 954. Using a 5.4 percent peaking factor derived from monthly jail data and a 7.5 percent classification factor, the jail bed space need by 2035 is projected to be 1,076.

The continued analysis of jail population requires a solid foundation of jail statistics that is repeatable and consistent. The data collection at the jail is the crucial factor for inmate population modeling. The Detention Center being able to reproduce consistent jail data is paramount for producing valid forecasts. Expanding the data collection in the facility to accurately count the number of inmates with medical conditions and mental illness that require special housing in the Alvin S. Glenn Detention Center is paramount for projecting this population in the future.

The relatively low projected growth of jail population and corresponding bed space need allows Richland County to refocus jail operations without having the scramble to accommodate large increases in the jail population.



Alvin S. Glenn Needs Assessment
PROJECT PROPOSALS

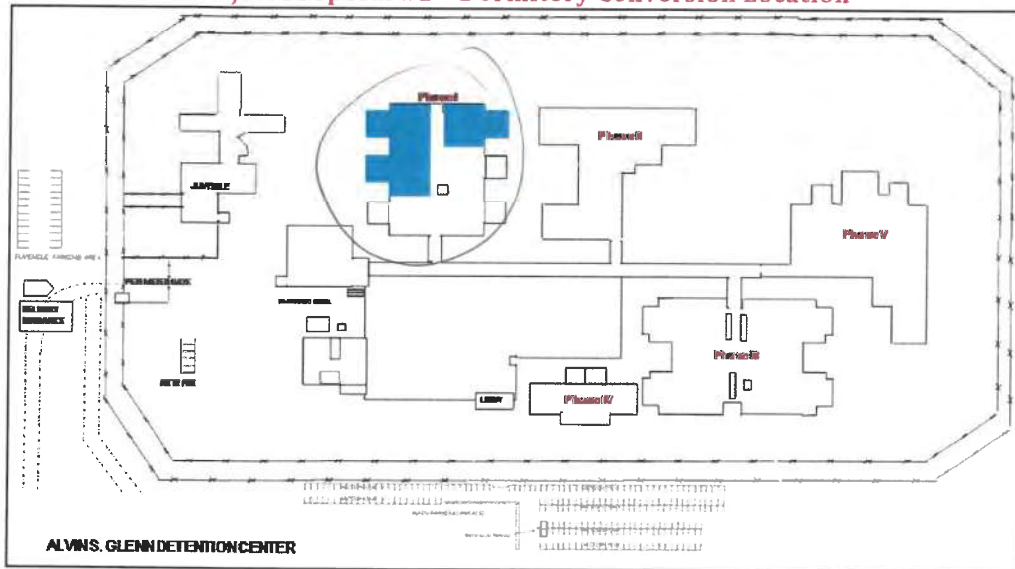


In the course of assessing the current conditions of the facility, staffing, and inmate housing at the Alvin S. Glenn Detention Center; four primary project proposals emerged. Three of the project proposals address the current liabilities of assigning inmates to housing units that are not appropriate for their custody levels and their identified risks and needs. These liabilities are not due to improper classification by Detention staff. Rather they exist because the facility does not currently have sufficient type and quantity of beds to address the needs of the inmate population. These proposals are not presented as phases, as each proposal equally stands on its own as a necessity to meet both the current and future needs of the inmate population.

Project Proposal #1 - Dormitory Conversion

Inmate beds in dormitory housing account for 44 percent of the total beds at ASGDC; a larger percentage for most local detention centers. The facility experiences ongoing inmate disciplinary infractions from medium custody inmates that are located in dormitory housing units. Proposal #1 is to convert three of the dormitory housing units into celled housing units. The three housing units would be located in the Phase I portion of the complex to contain the construction, and disruption during renovations, to a central location.

Figure 3-1
Project Proposal #1 - Dormitory Conversion Location



Mechanical Systems Assessment

As described in Section 1, Buford Goff & Associates, Inc. (BGA) was requested to review the existing mechanical systems and determine how they might be impacted by an expansion and/or renovation of the facility. Concerning the converting dormitory housing into celled housing units, the following observations were made.

HVAC

Existing Conditions: The existing six (6) dormitories are each heated and cooled by a constant volume air handler with chilled water and hot water coils. The air handler is located in an upper level mechanical room. The supply is ducted to general supply grilles throughout the dormitory. Return air is provided via a return plenum on the back of the air handler. Outside air is provided from a rooftop intake hood and appears it is sized to allow economizer operation. Minimum outside air is listed on the equipment schedule as 1100 CFM.

Toilets and showers are exhausted by a rooftop exhaust fan. One smoke exhaust fan is located over the middle of the dormitory. Transfer openings on the lower level into the corridor apparently are used to transfer makeup air from the corridor into the dormitory when the smoke exhaust fan is energized.

Renovation: The existing systems, with the exception of the toilet and shower exhaust system, are not suitable for the new wet cell configuration. The air handler should be replaced with a similar constant volume air handler with chilled water and hot water coils. To maintain good humidity control within the building in the South Carolina environment, we propose replacing the existing rooftop intake hood with a new Dx rooftop 100% outside air dehumidification unit.

Supply air will be ducted to each chase to serve the upper and lower cells and also be ducted to ceiling or sidewall grilles to serve the dayroom.

A new smoke exhaust system will replace the existing smoke exhaust fan on the roof. The new smoke exhaust system shall be ducted to each chase to exhaust the cells as well as ducted to exhaust the dayroom. It is unlikely that we will be able to continue to use the main corridor as a source of makeup air, and new makeup air will have to be introduced into the housing unit.

Cells should be exhausted as required by Code.

Plumbing

Existing Conditions: The showers and toilets for two dormitories are piped (sanitary sewer) from one dormitory through the adjacent dormitory and out of the building.

Domestic hot water was originally provided by a gas fired water heater located in each dormitory's mechanical room. They have since been replaced with a plate heat exchanger (Hx) utilizing building heating hot water as the heat source. One Hx serves two adjacent dormitories.

Renovation: With the addition of wet cells, new sanitary sewer lines will need to be run. The existing 4" SS line serving two housing units can handle approximately 45 water closets. When the two adjacent housing units are converted to wet cells, there will be more than 70 water closets. Another reason the existing sanitary sewer line cannot be used for the new wet cells is that it would likely not be deep enough below grade to pick up the new fixtures. The existing 4" SS line serving showers and water closets should remain.

With the addition of wet cells, a new cold water line should be run. The existing 2½" cold water line serving two housing units can handle approximately 45 water closets. When the two adjacent housing units are converted to wet cells, there will be more than 70 water closets.

The existing plate heat exchanger should be replaced with a heat exchanger sized for the showers and the lavatory hot water load.

Other Systems

The sprinkler system for the renovated housing units will have to be completely replaced.

The electrical system will have to be further studied to determine the extent of electrical upgrades required, but it is anticipated the existing normal and emergency power systems are adequate for the renovation.

Summary

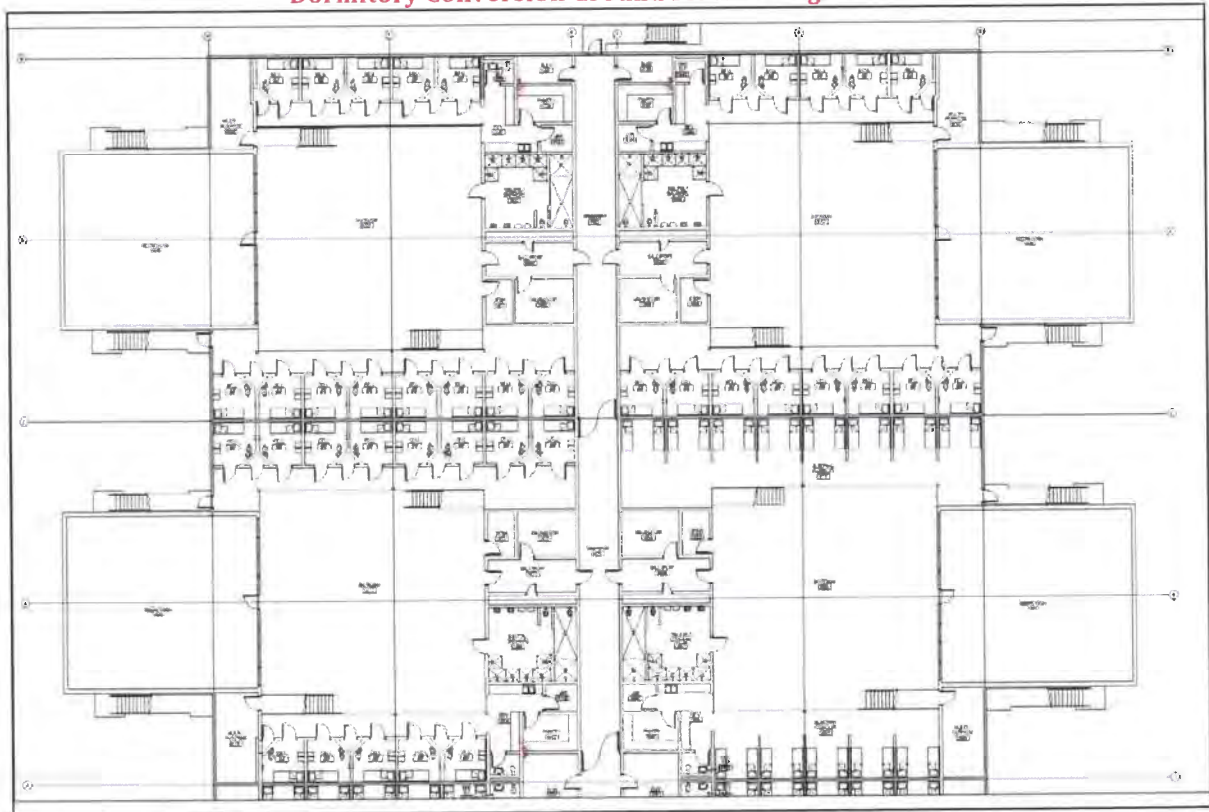
The dormitories can be converted to wet cell housing units but extensive plumbing, HVAC, electrical, and fire protection work is required. The existing chilled water, hot water system, fire protection, and electrical utilities can support the renovations with the utilities located within the housing units. The new cold water and sanitary sewer must extend outside the housing units to tie into the existing cold water and sanitary sewer systems with sufficient capacity.

Dormitory Conversion

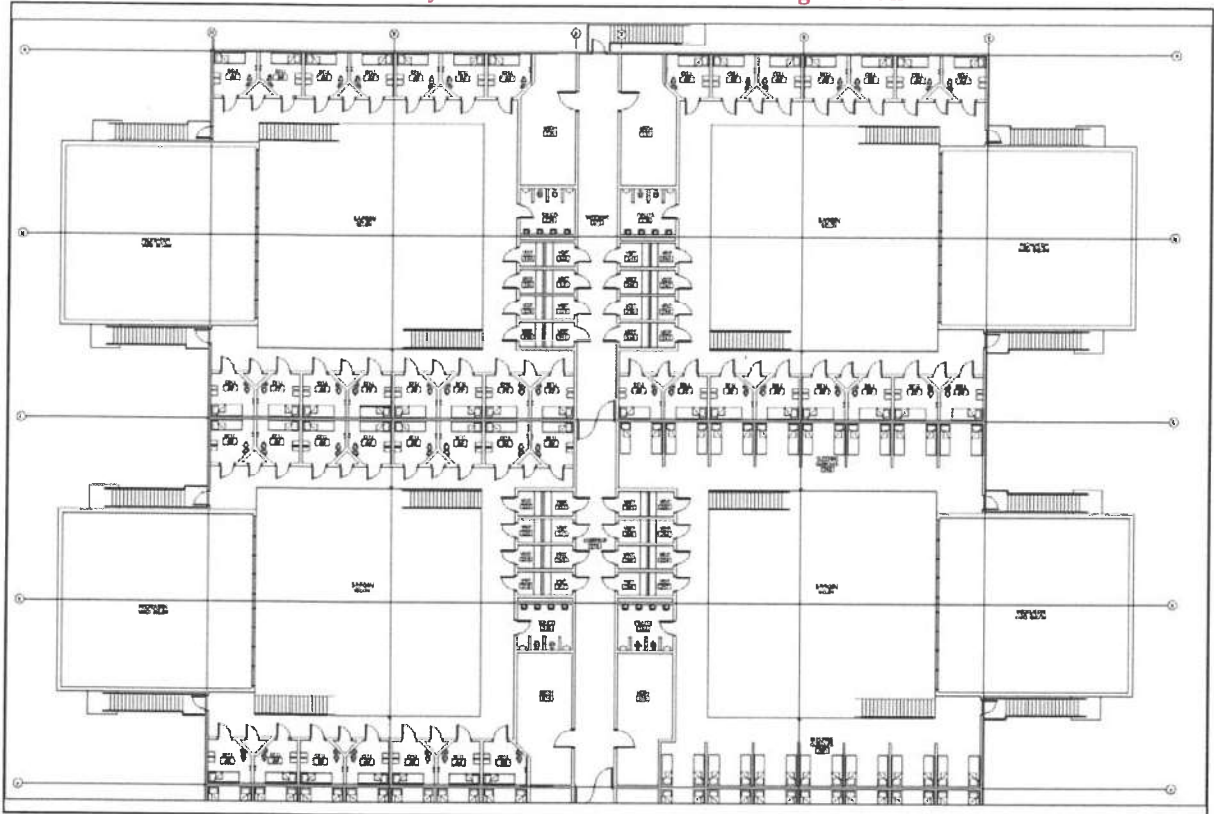
Each dormitory has the capacity to house 56 inmates. Therefore during the renovation period as many as 168 inmates will be displaced and reassigned to other housing units.

The current dormitory configuration is shown on the lower right side of the figure below, and has the capacity to house up to 56 inmates. The other three housing units show how the dormitories can be converted to celled housing units. Some bedspace may be lost on the mezzanine level due to the addition of mechanical spaces.

Figure 3-2
Dormitory Conversion Ground Floor Configuration



**Figure 3-3
Dormitory Conversion Mezzanine Configuration**



The resulting bedspace capacity is projected to be 50 beds in each of these converted units. The estimated time required to convert three housing units is approximately one year. With each housing unit encompassing approximately 9,700 square feet, the remodeling of three dormitory units will entail the renovation of approximately 29,100 square feet.

Special Needs Inmates

As discussed in Section 2 of this report, the inmate population in Richland County is projected to slowly grow over the next 20 years. But while the total number of inmates will grow at a gradual rate, the age of the population is expected to grow at a faster rate. Also, the prevalence of mental illness and medical issues among the inmate population is anticipated to grow at a much higher rate than in the past.

Mentally ill offenders possess a unique set of circumstances and needs. However, all too often, they cycle through the criminal justice system without appropriate care to address their mental health. According to the Bureau of Justice Statistics, individuals with mental health needs make up a large proportion of the US correctional population. An estimated 56 percent of state prisoners, 45 percent of federal prisoners, and 64 percent of jail inmates have a mental health problem. These individuals often receive inadequate care, with only one in three state prisoners and one in six jail inmates having received mental health treatment since their admission (James and Glaze 2006). Offenders with severe mental illness place even more strain on the criminal justice system as a whole, in terms of their unique case - processing requirements and treatment needs and their increased risk of recidivism (Baillargeon et al. 2009; Cloyes et al. 2010; Feder 1991). Housing mentally ill offenders in the criminal justice system is costly. In addition to high health care costs, mentally ill inmates tend to have higher rates of prison misconduct and recidivism (Fellner 2006; Toch and Adams 2002)¹

Even though an estimated 64 percent of inmates in local facilities have a mental illness, not all of these individuals require medication or specialty housing. But for those inmates that do require a higher level of care, a facility must be prepared to address those needs or risk further decompensation and/or victimization from other inmates. The Alvin S. Glenn Detention Center currently has no specialty housing for inmates with medical or mental health issues. Most inmates with medical needs that require special care are housing in Housing Unit M. This is a general population housing unit that also housing inmates in wheelchairs, have casts, uncontrolled diabetes, or have recently returned from the hospital. Inmates that are detoxing are often housed in the HSU, which has become a "catch all" housing unit for inmates with severe mental illness, administrative segregation, disciplinary segregation, and inmates on suicide watch.

After meeting with Administration, Security staff, Medical staff and Mental Health personnel, it was determined that approximately 10 percent of the current inmate population would qualify for specialty housing due to acute medical needs or acute/sub-acute mental health issues. CGL has projected the bedspace need for 2035 to be 1,076 beds. Ten percent of this total equates to 108 beds. The following section will detail a proposal to construct a housing unit for inmates with need for acute medical care that will be located in close proximity of the existing health care section of the Detention Facility, as well as a Mental Health Services Center to properly care for inmates with mental illnesses.

¹ http://www.urban.org/research/publication/processing-and-treatment-mentally-ill-persons-criminal-justice-system/view/full_report

A smoke exhaust system shall be ducted to each chase to exhaust the cells as well as ducted to the dayroom.

The original Phase II, Area 6 design included chilled water and hot water lines stubbed out for an additional housing unit where the Medical Housing Unit is proposed to be built. The chilled water and hot water capacity of the lines will be sufficient for the new HVAC equipment.

Plumbing

The original design for the Phase II, Area 6, Adult Housing building included a 6" SS line stubbed out for a future housing unit. Assuming the 6" line was installed deep enough (which it should have been since it was designed to pick up a large housing unit with wet cells), the line has sufficient capacity to pick up the Medical Housing Unit fixtures.

The original design included a 3" cold water line for a future housing unit. This line has sufficient capacity to pick up the Medical Housing Unit fixtures.

The original design included a 1" gas line for a future housing unit (we assume for a gas water heater). The domestic hot water for the Medical Housing Unit can be provided by a gas water heater or a plate heat exchanger utilizing building heating hot water as the heat source.

Other Systems

It appears that the main electrical switchboard has a space for a breaker to serve the Medical Housing Unit.

Sprinklers will have to tie into the existing fire riser line.

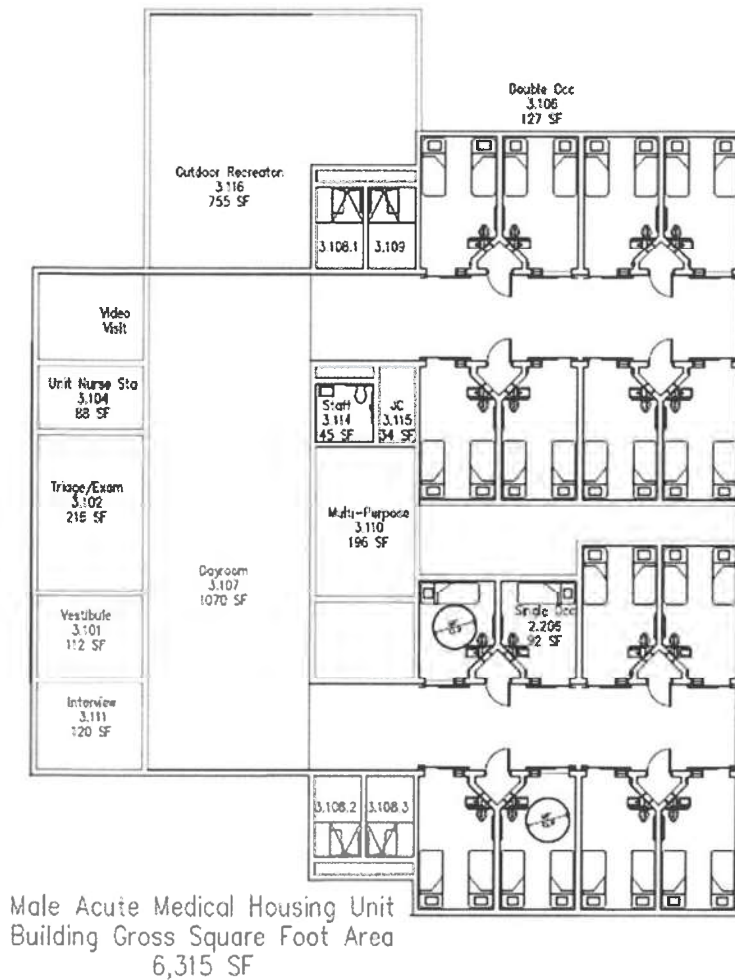
Summary

The new Acute Medical Housing Unit can be added relatively easily to the Phase II, Area 6, Adult Housing as the proposed location of the Medical Housing Unit is where the original Adult Housing project design stubbed out utilities (chilled water, hot water, gas, cold water, and sanitary sewer) for a future housing unit.

Acute Medical Housing Configuration

While not an infirmary the housing, common space and finishes will more closely resemble a medical facility than a local detention center. The goal is to create a self-contained unit that will care for the medical needs of those inmates that cannot safely be housed within the general inmate population due to their medical condition.

Figure 3-5
Acute Medical Housing Configuration

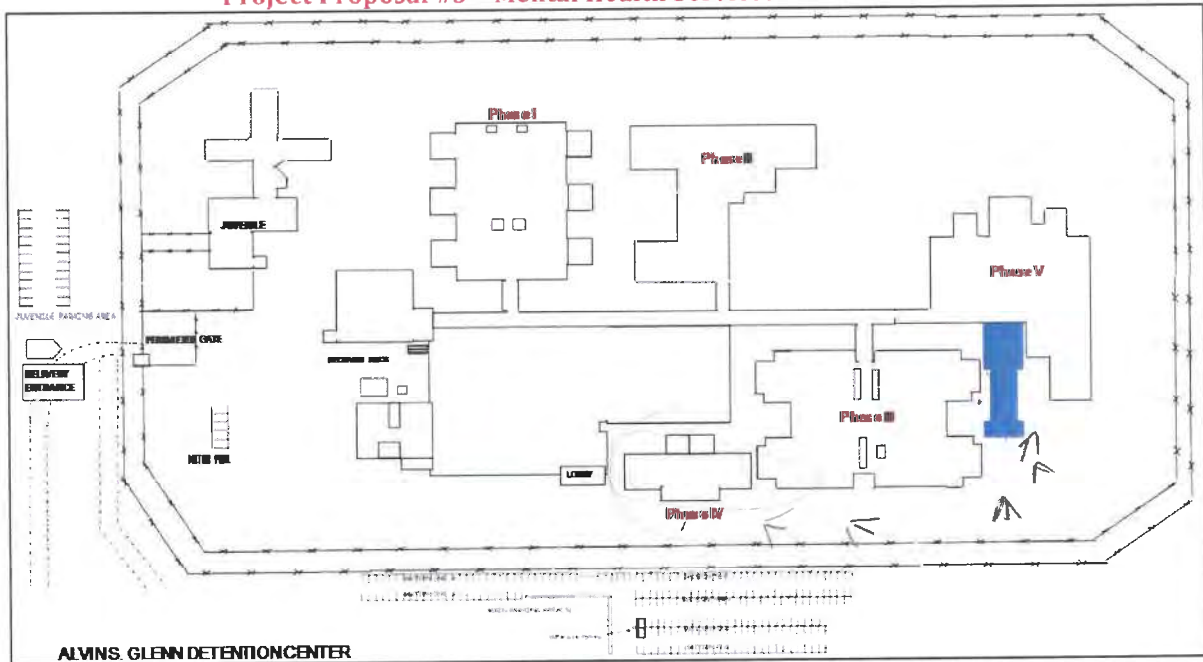


By providing a purpose-built area for this segment of the population, the inmates can be safely treated, and then returned to a general population housing unit when medically cleared.

Project Proposal #3 – Mental Health Services Center

The construction of a mission specific, self-contained Mental Health Services Center will provide a blend of secure housing with both secure and public treatment spaces aligned with current and forecasted needs. This secure addition will be attached to the Phase V section of the facility, as will most modern secure facilities.

Figure 3-6
Project Proposal #3 – Mental Health Services Center Location



This new section will be a self-contained area that focuses on the treatment of the specialized population that will be housed here. This space will also have staff offices, counseling spaces and suicide prevention rooms.

Custody staffing requirements will be two Detention Officers on each shift.

Mechanical System Needs

Cooling Plant

The new Mental Health Services Center is estimated to be approximately 19,085 GSF. Several different types of mechanical systems/cooling plants could be used for this building including packaged rooftop units, air cooled chillers, and water cooled chillers. To be consistent with the systems at the existing Detention Facility, we assume a chiller system is preferred by the County and Facility staff. For this size building, we estimate the cooling load will be approximately 125 tons.

Several possible scenarios are viable to handle the cooling needs, including the following:

- a. Provide standalone air cooled chillers for the new Mental Health Services Center. Two chillers are recommended to provide some level of redundancy for cooling for when one chiller fails for the new building (example, 2 chillers at 90 tons, etc.). If standalone chillers are provided for the new Mental Health Services Center, it is recommended that a second water cooled chiller and cooling tower be provided for the Phase V building to provide redundancy for that facility.
- b. Provide standalone water cooled chillers with cooling towers for the new Mental Health Services Center. Two chillers and cooling towers are recommended to provide some level of redundancy (example, 2 chillers/towers at 125 tons each). If standalone chillers are provided for the new Mental Health Services Center, it is recommended that a second water cooled chiller and cooling tower be provided for the Phase V building to provide redundancy for that facility.
- c. Provide two new chillers at the Phase V existing chiller plant. Chilled water would have to be piped below grade from the Phase V building to the new Mental Health Services Center. The chiller options would be the same as listed above—water or air cooled. This approach is more expensive than the standalone options for just the new building but at the same time adds redundancy to the Phase V chiller plant. Currently Phase V is served by a single chiller/cooling tower. Failure of either of these will render Phase V without cooling until the equipment is either fixed or replaced. If the Phase V chiller plant is to serve the new Mental Health Services Center, it is recommended that a new 125 ton water cooled chiller and 125 ton cooling tower are added to the Phase V chiller plant as well as a 100 ton air cooled chiller. This will result in a connected cooling load of approximately 250-275 tons served by three (3) chillers totaling 350 tons. The third chiller provides some redundancy to maintain a reasonable level of cooling should one chiller or cooling tower fail or require servicing. The chilled water pumping system should be changed from a primary/secondary system to a variable flow primary pumping system.
- d. From a cost standpoint, standalone air cooled chillers for the new Mental Health Services Center (approximately 100 tons each) provide the most economical first cost option and a good level of redundancy. An upgrade to magnetic bearing air cooled chillers provide a first cost lower than a water cooled chiller system but also provides greater operating efficiency than standard air cooled chillers.

Heating Plant

A new heating plant should be located at the new Mental Health Services Center.

The heating plant should include two fuel fired, condensing boilers each sized for 100% of the heating load. The boilers should be designed to operate on dual fuels.

Air Handling Systems

Air handlers for housing areas should be single zone air handlers or multizone air handlers with chilled water and hot water coils. A separate DX outside air ventilation air handler should be used to provide the Code required quantity of outside air to each of the air handlers or multizone units. This will provide good humidity levels in the Housing Unit. Air handlers should be located in mechanical rooms easily accessible for servicing. If needed to reduce costs, units could be roof mounted.

Smoke control and exhaust systems should be provided as required for each type of housing (maximum security, dormitory, etc.) and based upon Use Condition.

Plumbing Systems

Water heaters can be a central storage hot water heating system with gas burners or gas instantaneous hot water heaters. Two water heaters should be provided each sized at 70% of the domestic hot water load for redundancy. The burner sizing and storage capacity should be based upon the procedure for inmate showering. Sizes can be reduced if inmates shower according to a schedule and/or if showering times are limited. If preferred, domestic hot water can be provided through plate heat exchangers such as are used in the Phase I, Area 1A Dormitory. This will require running the boiler year round.

Plumbing piping for water closets, lavatories, and showers should all be accessible either in mechanical rooms or plumbing chases. Where plumbing is located in cell chases, the size of the chases should be reviewed to determine minimum acceptable size to access chase utilities such as sprinkler piping, plumbing piping, HVAC ducts, etc.

Fire Protection (Sprinkler) Systems

The sprinkler system should be zoned to minimize the impact of a discharge (break, fire, etc.) of the system. If a building or multiple housing units are on a single riser, every time there is a discharge of any type or if the system must be serviced where water must be turned off, the building or multiple housing units are left without fire protection until the water can be turned back on. This could be a time frame from a few minutes to many hours. A better design approach would be to zone the building to minimize the areas that are impacted by a discharge.

The routing of fire lines above inaccessible ceilings or difficult to access ceilings should be avoided.

The types of sprinkler heads in each type of location (cell, dorm, corridors, etc.) should be reviewed with the County before a final selection is made during design.

General

The routing of piping or ducts above inaccessible or difficult to access ceilings should be avoided to reduce long-term maintenance issues.

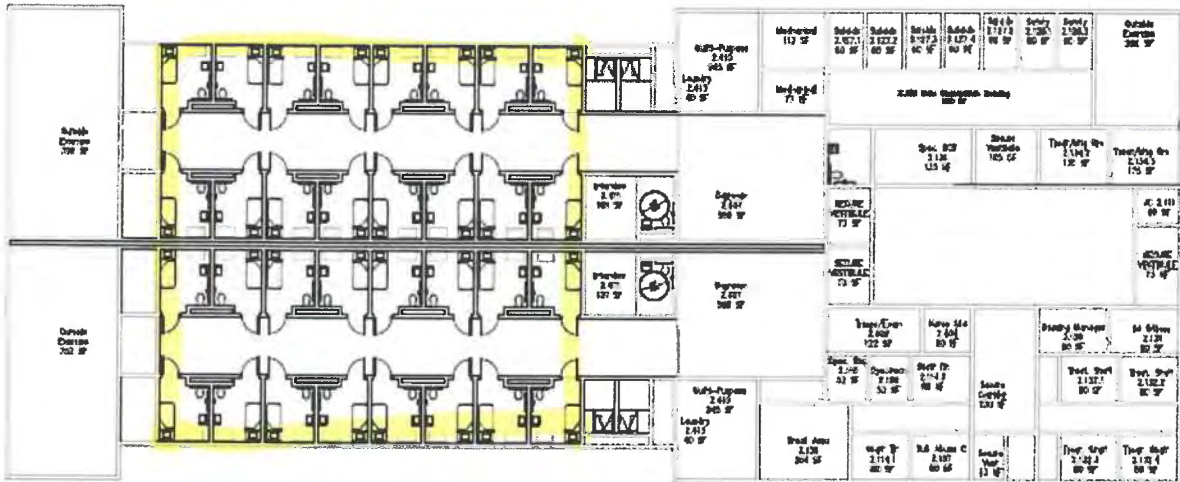
Cell chases should be sized to allow adequate space for servicing. Plumbing for showers should be accessible for servicing.

A generator operating on diesel and natural gas should be provided along with an aboveground or underground fuel oil storage tank.

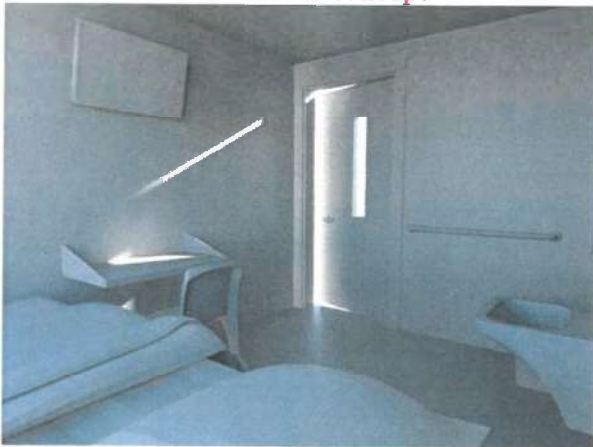
Mental Health Services Center Configuration

The secure housing area of the Center will provide a total capacity of 32-beds to accommodate inmates with either acute or sub-acute mental illness. The size of the Mental Health Services Center would be reduced to approximately 19,085 square feet.

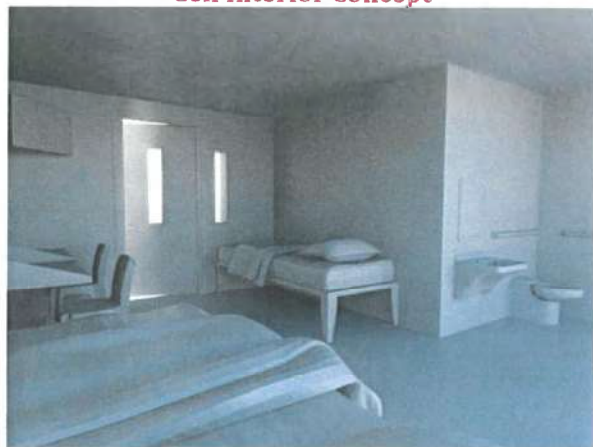
**Figure 3-7
 Mental Health Services Center Configuration**



**Image 3-1
 Cell Interior Concept**



**Image 3-2
 Cell Interior Concept**



Staffing Impact of Proposals

Unlike the one-time cost of new construction, the operational cost of adding new staff is an on-going expense that continues year after year. Therefore, any new structures must carefully consider the salary and benefits impact of adding staff positions.

The dormitory renovations in Project Proposal #1 should not result in any additional staffing requirements. Only the housing unit configuration will change.

The new acute medical housing unit in Project Proposal #2 will require the addition of one security post that will need to be staffed 24 hours a day. Using the current relief factor, an additional 4.88 FTE will be required to properly staff this addition.

The Mental Health Services Center in Project Proposal #3 will house both acute and sub-acute inmates. Due to the type of inmate being housed in this section, at least 2 staff should be on duty at all times. These posts will require 9.76 FTE to operate around the clock when applying the current relief factor.

**Table 3-1
 Additional Staff Required**

Project Proposal	Location	Required Position	Number of New Posts	Recommended Additional FTE
#1	Dormitory Renovations	Detention Officer	0	0.00
#2	New Medical Unit	Detention Officer	1	4.88
#3	New Mental Health Units	Detention Officer	2	9.76
Total New Staff Positions			3	14.64

Source: CGL, February 2016

The staffing recommendation for the complete operation of the ASGDC, including all three of the project proposals is 364 staff. This includes four additional Detention Sergeants (a result of proper application of the current relief factor), 19 additional Detention Officers (a result of three additional posts in the Project Proposals plus the proper application of the current relief factor) and the reduction of one non-uniformed position.

**Table 3-2
 Total Staffing Recommendations**

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	286	19
Non-Uniformed	33	32	-1
Total Staff Positions	342	364	22

Source: CGL, February 2016

The complete table of recommended positions for future operations, including the Project Proposals, is included in Appendix 2 of this report.

Estimated Project Costs

The estimated project costs for the three Project Proposals are as follows.

Table 3-3
Estimated Project Costs

Project	Cost / SF	Est. SF Per	Qty	Total SF	Total Cost
1. Dormitory Renovations	\$ 135	9,700	3	29,100	\$ 3,928,500
2. New Medical Housing	\$ 225	6,315	1	6,315	\$ 1,420,875
3. Mental Health Services Center	\$ 225	19,085	1	19,085	\$ 4,294,125
Sub-Total				54,500	\$ 9,643,500
				Contingency	15% \$ 1,446,525
				Architectural & Engineering	6% \$ 665,402
				Total	\$ 11,755,427

Source: CGL, February 2016

The estimated cost for new construction on the site of the Alvin S. Glenn Detention Center is \$225 per square foot. This will involve the construction of the new Medical Housing Unit and the Mental Health Services Center. Together, these two new structures will total approximately 25,400 square feet and the construction cost will be about \$5.71 million.

The cost of renovating the dormitories into celled housing units will be less than the price of new construction, and is estimated to be \$135 per square foot. Three renovated dormitories will total 29,100 square feet and the construction cost should total \$3,928,500.

A 15 percent contingency has been factored into the total estimated costs for these three projects. Given the level of detail provided in this needs assessment, 15 percent may be a high estimate. However, the Consultants feel this to be a safe percentage for budgeting at this point in the planning process.

Architectural and engineering fees are factored at 6 percent of the construction and contingency estimated costs. This brings the total estimated project cost for all components to \$11,755,427 in 2016 dollars.





Alvin S. Glenn Needs Assessment

APPENDIX 1

STAFFING FOR CURRENT OPERATIONS



Alvin S. Glenn Needs Assessment
Appendix 1: Staffing Recommendations for Current Operations

Alvin S. Glenn - Recommended Posts/Positions

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/Week	Hours/Week	Hours/Year	Relief	NAWH	Total FTE	Rounded FTE
Director		Dir	Dir	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Director:				1	0	0		42.50	2,215.95			1.00	1
Assistant Director		AD	Dir	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Asst. Director:				1	0	0		42.50	2,215.95			1.00	1
Captain													
Security Captain		Cpt	Sec	1	0	0	5	42.50	2,215.95	No	-	1.00	
Juvenile/Operations Captain		Cpt	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Administrative Captain (Programs/Training)		Cpt	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Captain:				3	0	0		127.50	6,647.85			3.00	3
Lieutenant													
Shift Lieutenant (Watch Commander)		Lt	Sec	0	1	1	7	175.00	9,124.50	Yes	2,078.89	4.39	
Prof. Standards Lieutenant		Lt	Dir	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Accreditation Lieutenant		Lt	Dir	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Juvenile Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Operations Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Hearing Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Training Lieutenant		Lt	Adm	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Programs Lieutenant		Lt	Adm	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Subtotal Lieutenant:				7	1	1		297.50	15,511.65			11.39	11
Sergeant													
Juvenile Sergeant (Asst. Watch Commander)		Sgt	Dir	0	1	1	7	175.00	9,124.50	Yes	1,918.14	4.76	
Security/Shift Sergeant (Asst. Watch Commander)		Sgt	Sec	0	3	3	7	525.00	27,373.50	Yes	1,918.14	14.27	
Operations Sergeant (Asst. Watch Commander)		Sgt	Ops	0	1	1	7	175.00	9,124.50	Yes	1,918.14	4.76	
Prof. Standards Sergeant		Sgt	Dir	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Transportation Sergeant		Sgt	Sec	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Operations Sergeant		Sgt	Ops	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Classification Sergeant		Sgt	Ops	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Training Sergeant		Sgt	Adm	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Recruiting Sergeant		Sgt	Adm	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Subtotal Sergeant:				6	5	5		255.00	13,295.70			29.78	30
DIRECTOR													
Juvenile Control		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Alpha - Medium (8 Single Cells)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Bravo - Medium (8 Single Cells)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Charlie - Medical/Max/Female Dorm (8 Beds)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Accreditation Officer		DO	Dir	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Director Section DO:				1	4	4		742.50	38,713.95			20.51	21
Commissary Account		Civ	Dir	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Director Section Civilian:				1	0	0		42.50	2,215.95			1.00	1



Alvin S. Glenn Needs Assessment

Appendix 1: Staffing Recommendations for Current Operations

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/Week	Hours/Week	Hours/Year	Relief	NAWH	Total FTE	Rounded FTE
SECURITY													
Central Control		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Transport Hall (32)		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT A - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT B - Minimum (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT C - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT D - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT E - Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT F - Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 1 (31/61)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT X - Max (56 bed - Cells)	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNITY Orientation (56 bed - Cells)	2	DO	Sec	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
SHU Max/MH (56 bed - Cells)	2	DO	Sec	0	3	3	7	525.00	27,373.50	Yes	1,870.42	14.63	
SHU Suicides	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
SHU Control	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 2 (43/44)	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT G - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT H - Max (56 bed - Cells)	3	DO	Sec	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
UNIT I - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT J - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 3 (42)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT T-1 Inmate Worker (56 Bed Dorm)	4	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT T-2 Weekenders (56 Bed Dorm)	4	DO	Sec	0	0	0	7	0.00	0.00	Yes	1,870.42	0.00	
UNIT K - Medium (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT L - Medium (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT M - Min/Med/Max (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT P - Female Med/Max (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT P Suicide	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT U - Female - Min/Med (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 5 (64)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Transportation Officer 1		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 2		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 3		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 4		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 5		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 6		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 7		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 8		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 9		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 10		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 11		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Perimeter Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Lobby Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Visitation Officer		DO	Sec	0	1	0.5	7	131.25	6,843.38	Yes	1,870.42	3.66	
PRMH Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Subtotal Security: DO				11	36	35.5		6,723.75	350,576.33		82,298.57	187.43	187
Operations													
Pre Booking		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Intake Counter		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Intake		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Inmate Property		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Discharge		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Bond Court Security		DO	Ops	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
Operations (Movement Coordinators)		DO	Ops	0	2	1	7	262.50	13,686.75	Yes	1,870.42	7.32	
Records		DO	Ops	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
Classification		DO	Ops	0	2	0	7	175.00	9,124.50	Yes	1,870.42	4.88	
Population Officer		DO	Ops	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Operations DO:				1	13	10		2,055.00	107,147.70		18,704.22	57.10	57
Victim Witness Supervisor		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Victim Witness Advocate - Full Time		Civ	Ops	2	0	0	5	85.00	4,431.90	No	-	2.00	
Victim Witness Advocate - Part Time		Civ	Ops	2	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Supervisor		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Worker - Full Time		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Worker - Part Time		Civ	Ops	2	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Operations Civilian:				9	0	0		297.50	15,511.65			7.00	7



Alvin S. Glenn Needs Assessment
Appendix 1: Staffing Recommendations for Current Operations

Alvin S. Glenn - Recommended Posts/Positions

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/ Week	Hours/ Week	Hours/ Year	Relief	NAWH	Total FTE	Rounded FTE
Administration													
ID/Billing Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Programs Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Library Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Training Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Administration DO:				4	0	0		170.00	8,863.80			4.00	4
Switchboard		Civ	Adm	2	0	0	5	85.00	4,431.90	No	-	2.00	
Quality Control		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Office Manager		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Receptionist		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Accounts		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Data Entry		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Human Resources		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Payroll		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Juvenile Secretary		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Training Secretary		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Mail Clerk - Training		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Administration Civilian:				12	0	0		510.00	26,591.40			12.00	12
Maintenance													
Floors Officer		DO	Mnt	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Inmate Workers Officer		DO	Mnt	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Maintenance DO:				2	0	0		85.00	4,431.90			2.00	2
Maintenance Supervisor		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Maintenance Mechanic		Civ	Mnt	5	0	0	5	212.50	11,079.75	No	-	5.00	
Electrician		Civ	Mnt	2	0	0	5	85.00	4,431.90	No	-	2.00	
Plumber		Civ	Mnt	2	0	0	5	85.00	4,431.90	No	-	2.00	
Housekeeping		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Maintenance Secretary		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Maintenance Civilian:				12	0	0		510.00	26,591.40			12.00	12

Source: CGL, September 2015

Position	FTE
Director	1
Assistant Director	1
Captain	3
Lieutenant	11
Sergeant	30
Detention Officer	271
Non Uniformed	32
Total FTE Requirement:	349

Source: CGL, January 2016

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	271	4
Non-Uniformed	33	32	-1
Total Staff Positions	342	349	7

Source: CGL, January 2016



Appendix 1: Staffing Recommendations for Current Operations



Alvin S. Glenn Needs Assessment

APPENDIX 2

STAFFING FOR FUTURE OPERATIONS



Alvin S. Glenn Needs Assessment
Appendix 2: Staffing Recommendations for Future Operations

Alvin S. Glenn - Recommended Posts/Positions

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/ Week	Hours/ Week	Hours/ Year	Relief	NAWH	Total FTE	Rounded FTE
Director		Dir	Dir	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Director:				1	0	0		42.50	2,215.95			1.00	1
Assistant Director		AD	Dir	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Asst. Director:				1	0	0		42.50	2,215.95			1.00	1
Captain													
Security Captain		Cpt	Sec	1	0	0	5	42.50	2,215.95	No	-	1.00	
Juvenile/Operations Captain		Cpt	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Administrative Captain (Programs/Training)		Cpt	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Captain:				3	0	0		127.50	6,647.85			3.00	3
Lieutenant													
Shift Lieutenant (Watch Commander)		Lt	Sec	0	1	1	7	175.00	9,124.50	Yes	2,078.89	4.39	
Prof. Standards Lieutenant		Lt	Dir	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Accreditation Lieutenant		Lt	Dir	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Juvenile Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Operations Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Hearing Lieutenant		Lt	Ops	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Training Lieutenant		Lt	Adm	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Programs Lieutenant		Lt	Adm	1	0	0	5	42.50	2,215.95	No	2,078.89	1.00	
Subtotal Lieutenant:				7	1	1		297.50	15,511.65			11.39	11
Sergeant													
Juvenile Sergeant (Asst. Watch Commander)		Sgt	Dir	0	1	1	7	175.00	9,124.50	Yes	1,918.14	4.76	
Security/Shift Sergeant (Asst. Watch Commander)		Sgt	Sec	0	3	3	7	525.00	27,373.50	Yes	1,918.14	14.27	
Operations Sergeant (Asst. Watch Commander)		Sgt	Ops	0	1	1	7	175.00	9,124.50	Yes	1,918.14	4.76	
Prof. Standards Sergeant		Sgt	Dir	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Transportation Sergeant		Sgt	Sec	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Operations Sergeant		Sgt	Ops	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Classification Sergeant		Sgt	Ops	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Training Sergeant		Sgt	Adm	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Recruiting Sergeant		Sgt	Adm	1	0	0	5	42.50	2,215.95	No	1,918.14	1.00	
Subtotal Sergeant:				6	5	5		255.00	13,295.70			29.78	30
DIRECTOR													
Juvenile Control		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Alpha - Medium (8 Single Cells)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Bravo - Medium (8 Single Cells)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Juvenile Charlie - Medical/Max/Female Dorm (8 Beds)		DO	Dir	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Accreditation Officer		DO	Dir	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Director Section DO:				1	4	4		742.50	38,713.95			20.51	21
Commissary Account		Civ	Dir	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Director Section Civilian:				1	0	0		42.50	2,215.95			1.00	1



Alvin S. Glenn Needs Assessment
Appendix 2: Staffing Recommendations for Future Operations

Alvin S. Glenn - Recommended Posts/Positions

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/Week	Hours/Week	Hours/Year	Relief	NAWH	Total FTE	Rounded FTE
SECURITY													
Central Control		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Transport Hall (32)		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT A - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT B - Minimum (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT C - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT D - Low Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT E - Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT F - Medium (56 Bed Dorm)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 1 (31/61)	1	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT X - Max (56 bed - Cells)	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT Y Orientation (56 bed - Cells)	2	DO	Sec	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
SHU Max/MH (56 bed - Cells)	2	DO	Sec	0	3	3	7	525.00	27,373.50	Yes	1,870.42	14.63	
SHU Suicides	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
SHU Control	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
New Male Acute Medical Housing (32 Bed - Cells)	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 2 (43/44)	2	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT G - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT H - Max (56 bed - Cells)	3	DO	Sec	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
UNIT I - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT J - Medium (56 bed - Cells)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 3 (42)	3	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT T-1 Inmate Worker (56 Bed Dorm)	4	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT T-2 Weekenders (56 Bed Dorm)	4	DO	Sec	0	0	0	7	0.00	0.00	Yes	1,870.42	0.00	
UNIT K - Medium (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT L - Medium (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT M - Min/Med/Max (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT P - Female Med/Max (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT P Suicide	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
UNIT U - Female - Min/Med (56 Bed - Pods)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort Phase 5 (64)	5	DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Housing Manager - New MH Facility		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Escort - New MH Facility		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Transportation Officer 1		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 2		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 3		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 4		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 5		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 6		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 7		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 8		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 9		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 10		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Transportation Officer 11		DO	Sec	1	0	0	5	42.50	2,215.95	Yes	1,870.42	1.18	
Perimeter Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Lobby Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Visitation Officer		DO	Sec	0	1	0.5	7	131.25	6,843.38	Yes	1,870.42	3.66	
PRMH Officer		DO	Sec	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Subtotal Security: DO				11	39	38.5		7,248.75	377,949.83		87,909.84	202.07	202
Operations													
Pre Booking		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Intake Counter		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Intake		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Inmate Property		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Discharge		DO	Ops	0	1	1	7	175.00	9,124.50	Yes	1,870.42	4.88	
Bond Court Security		DO	Ops	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
Operations (Movement Coordinators)		DO	Ops	0	2	1	7	262.50	13,686.75	Yes	1,870.42	7.32	
Records		DO	Ops	0	2	2	7	350.00	18,249.00	Yes	1,870.42	9.76	
Classification		DO	Ops	0	2	0	7	175.00	9,124.50	Yes	1,870.42	4.88	
Population Officer		DO	Ops	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Operations DO:				1	13	10		2,055.00	107,147.70		18,704.22	57.10	57



Alvin S. Glenn Needs Assessment
Appendix 2: Staffing Recommendations for Future Operations

Alvin S. Glenn - Recommended Posts/Positions

Post/Position	Phase	Job Class	Dept	M-F Days	12 Hr Days	12 Hr Nights	Days/ Week	Hours/ Week	Hours/ Year	Relief	NAWH	Total FTE	Rounded FTE
Victim Witness Supervisor		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Victim Witness Advocate - Full Time		Civ	Ops	2	0	0	5	85.00	4,431.90	No	-	2.00	
Victim Witness Advocate - Part Time		Civ	Ops	2	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Supervisor		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Worker - Full Time		Civ	Ops	1	0	0	5	42.50	2,215.95	No	-	1.00	
Pre-Trial Worker - Part Time		Civ	Ops	2	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Operations Civilian:				9	0	0		297.50	15,511.65			7.00	7
Administration													
ID/Billing Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Programs Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Library Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Training Officer		DO	Adm	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Administration DO:				4	0	0		170.00	8,863.80			4.00	4
Switchboard		Civ	Adm	2	0	0	5	85.00	4,431.90	No	-	2.00	
Quality Control		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Office Manager		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Receptionist		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Accounts		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Data Entry		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Human Resources		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Payroll		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Juvenile Secretary		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Training Secretary		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Mail Clerk - Training		Civ	Adm	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Administration Civilian:				12	0	0		510.00	26,591.40			12.00	12
Maintenance													
Floors Officer		DO	Mnt	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Inmate Workers Officer		DO	Mnt	1	0	0	5	42.50	2,215.95	No	1,870.42	1.00	
Subtotal Maintenance DO:				2	0	0		85.00	4,431.90			2.00	2
Maintenance Supervisor		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Maintenance Mechanic		Civ	Mnt	5	0	0	5	212.50	11,079.75	No	-	5.00	
Electrician		Civ	Mnt	2	0	0	5	85.00	4,431.90	No	-	2.00	
Plumber		Civ	Mnt	2	0	0	5	85.00	4,431.90	No	-	2.00	
Housekeeping		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Maintenance Secretary		Civ	Mnt	1	0	0	5	42.50	2,215.95	No	-	1.00	
Subtotal Maintenance Civilian:				12	0	0		510.00	26,591.40			12.00	12

Source: CGL, January 2016

Position	FTE
Director	1
Assistant Director	1
Captain	3
Lieutenant	11
Sergeant	30
Detention Officer	286
Non Uniformed	32
Total FTE Requirement:	364

Source: CGL, January 2016

Position	Current FTE	Recommended FTE	Difference
Director	1	1	0
Assistant Director	1	1	0
Captain	3	3	0
Lieutenant	11	11	0
Sergeant	26	30	4
Detention Officer	267	286	19
Non-Uniformed	33	32	-1
Total Staff Positions	342	364	22

Source: CGL, February 2016



Appendix 2: Staffing Recommendations for Future Operations





CGL Companies
1619 Sumter Street
Columbia, SC 29201
CGLCompanies.com
803-765-2833
CGLcompanies.com



RICHLAND COUNTY GOVERNMENT CERTIFIED PROPOSAL TABULATION

SOLICITATION # RC-136-Q-2019		PROJECT NAME Design Services for ASGDC Expan.		DATE ISSUED 12/19/2018	DATE CLOSED 1/22/2019	PAGE 1	OF 1
DEPARTMENT Capital Projects				AMENDMENTS N/A			
#	COMPANY	ENVELOPE/ CONTAINER	ELECTRONIC COPY YES/NO	AMENDMENTS	COST SUBMITTAL YES/NO		
1	Strollo Architects	Y	Y	—	—		
2	Moseley Architects	Y	Y	—	—		
3	Studio 8 Design	Y	Y	—	—		
4	LS3P	Y	Y	—	—		
5							
6							
7							
8							
9							
10							
POINT OF CONTACT Jennifer Wladischkin		TEL: 803-576-2130 FAX: 803-576-2135		SIGNATURE		EMAIL: wladj@richlandcountysc.gov	

RCPD TABULATION FORM-2016

Consolidated Evaluations					
Evaluation Criteria RC-136-Q-2019 Design Services for ASGDC Expansion	Maximum Points	LS3P	Moseley	Strollo	Studio 8
Qualifications and Capability	30				
Evaluator 1		28	30	24	27
Evaluator 2		30	30	25	30
Evaluator 3		25	30	25	30
Evaluator 4		30	30	25	30
Evaluator 5		25	30	25	30
	150	138	150	124	147
Ability to to do Business w County	25				
Evaluator 1		25	25	18	25
Evaluator 2		20	25	25	25
Evaluator 3		25	25	25	25
Evaluator 4		24	23	25	25
Evaluator 5		20	20	18	20
	125	114	118	111	120
Ability to Provide Design Services	25				
Evaluator 1		25	25	20	23
Evaluator 2		15	25	25	25
Evaluator 3		17	20	18	20
Evaluator 4		24	22	15	22
Evaluator 5		18	22	18	22
	125	99	114	96	112
Past Performance	20				
Evaluator 1		20	20	18	20
Evaluator 2		15	15	15	20
Evaluator 3		13	20	18	20
Evaluator 4		18	16	10	15
Evaluator 5		12	18	15	15
	100	78	89	76	90
GRANDTOTAL	500	429	471	407	469



REQUEST OF ACTION

Subject: FY20 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$36,000** for District 5.

B. Background / Discussion

For the 2019 - 2020 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY20, Special Called Meeting – June 10, 2019: Establish Hospitality Tax discretionary accounts for each district in FY20. Move that all unspent H-Tax funding for FY18-19 be carried over and added to any additional funding for FY19-20.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2020 Allocations	\$123,000
FY2019 Remaining	\$ 0
Congaree Riverkeeper- River Rocks Festival	\$ 6,000
Olympia Museum	\$ 10,000
Columbia Museum of Art	\$ 15,000
SKS Holocaust Education Foundation	\$ 5,000
Total	\$ 36,000
Remaining Balance	\$ 5,850

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.