

# **RICHLAND COUNTY**

## **SPECIAL CALLED MEETING AGENDA**



**Tuesday, JULY 14, 2020**

**6:00 PM**

**ZOOM MEETING**



# 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



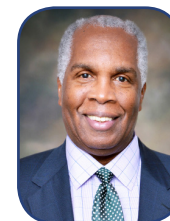
Joe Walker, III  
District 6  
2018-2022



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 Special Called Meeting

July 14, 2020 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
  - a. Roll Call
2. **INVOCATION** The Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** The Honorable Joyce Dickerson
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
  - a. Regular Session: June 16, 2020 [PAGES 11-36]
  - b. Zoning Public Hearing: June 23, 2020 [PAGES 37-41]
  - c. Special Called Meeting: June 23, 2020 [PAGE 42]
  - d. Special Called Meeting: July 2, 2020 [PAGES 43-44]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,  
County Attorney
  - a. Pending Litigation Update: Richland County vs. SC Dept. of Revenue
  - b. Economic Development: Project Quattro
  - c. Economic Development: Sale of Farrow Road Property
7. **CITIZEN'S INPUT** The Honorable Paul Livingston
  - a. For Items on the Agenda Not Requiring a Public Hearing

**8. 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.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Coronavirus Update
- b. P-Card Process Report
- c. Personnel Matter – Grievance Reviews and Recommendations

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

- a. Institute of Government and Annual SCAC Conference: August 1 - 3

Kimberly Williams-Roberts,  
Clerk to Council

**11. REPORT OF THE CHAIR**

- a. Personnel Matter

The Honorable Paul Livingston

**12. OPEN / CLOSE PUBLIC HEARINGS**

- 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 Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters

**13. APPROVAL OF CONSENT ITEMS**

- a. 20-001MA  
Robert Giles  
RM-HD to NC (2 Acres)  
Ohio Street & Olympia Avenue  
TMS # R11203-01-01, 03, 04 & 05 [SECOND READING]  
[PAGES 45-46]

The Honorable Paul Livingston

- b. 20-003MA  
Chad Monteith  
RU to GC (5 Acres)  
6505 N. Main Street  
TMS # R11716-01-04 [SECOND READING] [PAGES 47-48]
- c. 20-009MA  
Bill Dixon  
PDD to PDD (13.4 Acres)  
Greenhill Parish Parkway  
TMS # R25800-03-44 [SECOND READING] [PAGES 49-50]
- d. 20-010MA  
Yong M. Han & Kyu H. Han  
RU to GC (.071 Acres)  
10804 Two Notch Road  
TMS # R25915-02-05 [SECOND READING] [PAGES 51-52]
- e. 20-014MA  
Alex Serkes  
GC to HI (6 Acres)  
10501 Farrow Road  
TMS # R17500-02-07 and 15 [SECOND READING] [PAGES 53-54]
- f. Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St.  
[PAGES 55-86]
- g. Sweetwater Drive Culvert Repair Project [PAGES 87-90]
- h. Melody Garden Stream/Ditch Stabilization Construction Contract [PAGES 91-95]
- i. Replacement of Metal Storage Building at the Eastover Camp for the  
Department of Public Works, Roads and Drainage Division [PAGES 96-105]
- j. Contract Award, RC-336-B-2020, Riverwalk and Stockland Drive Resurfacing  
[PAGES 106-116]
- k. Airport Construction Contract Award Recommendations [PAGES 117-129]
- l. Solid Waste - Host Community Agreement [PAGES 130-137]
- m. Request for Sewer Availability Approval - Proposed Development on Koon  
Road Tract (Tax # R03400-02-56) [PAGES 138-143]

**14. THIRD 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 a Public  
Infrastructure Credit Agreement to provide for public

infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters [PAGES 144-169]

**15. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. 20-016MA  
John Ecton  
RU to RS-LD  
2304, 2312, and 2314 Johnson Marina Road  
TMS # R01315-01-17; R01315-01-14; and R01311-02-20  
[PAGES 170-171]

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

The Honorable Joyce Dickerson

- a. Midlands Business Leadership Group - Gateway Beautification  
[PAGES 172-190]

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

The Honorable Calvin Jackson

- a. Presentation of Knowledge Economy Jobs Study
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and Infrastructure Credit Agreement, and amendments of certain existing fee-in-lieu of ad valorem agreements, by and between Richland County, South Carolina and Project Quattro; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 191-258]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Quattro; identifying the Project; and other matters related thereto [PAGES 259-260]
- d. A Resolution approving certain sponsor affiliates to join in the fee-in-lieu of ad valorem taxes and incentive agreement between Eastover Solar, LLC and Richland County, South Carolina; and other matters related thereto [PAGES 261-270]

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

The Honorable Bill Malinowski

**I. NOTIFICATION OF APPOINTMENTS**

- a. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) - 1
  - 1. L. L. "Buddy" Wilson, Jr. [PAGES 271-272]
  - 2. Sommer C. Blair [PAGES 273-274]
  - 3. Michelle Drayton [PAGES 275-276]
  - 4. Harold (Harry) Ward [PAGES 277-278]

- 19. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE** The Honorable Paul Livingston
- a. Continuation of Recovery Consultancy Services –Change Order #8 for Task Order # [PAGES 279-290]
- 20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** The Honorable Calvin Jackson
- a. Mitigation Credit Sales - Kershaw County, Beechwood at Camden Project [PAGES 291-310]
  - b. Staff Augmentation Additional Selection Approval [PAGES 311-315]
- 21. REPORT OF THE SEWER AD HOC COMMITTEE** The Honorable Bill Malinowski
- a. Council Motion: I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage based rather than flat rate fees [MYERS] [PAGES 316-329]
- 22. OTHER ITEMS**
- a. Letter of Support for McEntire JNGB [PAGES 330-334]
  - b. COVID-19 Pandemic Relief Grant Update [PAGES 335-373]
- 23. EXECUTIVE SESSION** Larry Smith,  
County Attorney
- 24. MOTION PERIOD**
- a. A Resolution Recognizing June as LGBTQ+ Pride Month in Richland County [PAGE 374] The Honorable Jim Manning  
The Honorable Allison Terracio
  - b. We move to immediately terminate the individual issuance of and usage of Government Procurement Cards by elected and appointed officials in Richland County. The Honorable Joe Walker  
The Honorable Bill Malinowski
  - c. We move to reduce the amount of discretionary funds available to individual council members; be it funds for training, travel and entertainment, printing materials, or otherwise, by one half of the currently authorized amount. This is to include funds reimbursed to council members as well, be it from a discretionary account or otherwise. The Honorable Joe Walker  
The Honorable Bill Malinowski
  - d. Repeal and change a portion of Richland County Ordinance Article XI, INQUIRIES AND INVESTIGATIONS, Sec. 2-652. Conduct of investigations. (a)(1), that starts with, "Commence The Honorable Bill Malinowski  
The Honorable Joe Walker



any official investigation...”.

In addition, have the Richland County Legal Department in conjunction with the Richland County lobbyist contact SC State Legislators and the South Carolina Association of Counties to request Section 4-9-660 of the South Carolina Code of Laws be repealed/changed.

**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  
June 16, 2020 – 6:00 PM  
Via Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Kimberly Williams-Roberts, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, James Hayes, Michael Niermeier, Dale Welch, Kyle Holsclaw, Tiffany Harrison, Clayton Voignier, Jeff Ruble, Mike King, Randy Pruitt, Larry Smith, Jennifer Wladischkin, Dwight Hanna and Brad Farrar

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 Calvin Jackson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Calvin Jackson
4. **APPROVAL OF THE MINUTES**
  - a. Regular Session: June 2, 2020 – Ms. McBride moved, seconded by Ms. Terracio, to approve the minutes as submitted.

Mr. Walker stated, for the record, for items 5-16(a) he was dropped off of the Zoom meeting, and unable to log back in. Therefore, he was not able to vote on these items. He would like for the minutes to reflect that he was not present.

Ms. McBride moved, seconded by Mr. Walker, to approve the minutes as corrected.

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

The vote in favor was unanimous.

- b. Special Called – Budget 3<sup>rd</sup> Reading: June 11, 2020 – Mr. Hayes stated staff is requesting clarification on four (4) items. The first deals with Mr. Jackson’s motion, which indicated, from that point forward, the items voted on would fall under the current year’s funding level. There were questions as to whether Mr. Jackson’s motion included rollover of the Conservation funding.

Mr. Jackson stated, he believes, it was established that it was not a part of his motion. His position, with regards to the rollover Hospitality Tax was stated earlier, and he does not want to rehash it. He is willing to support the will of the intent. He thought it was clear that we would not change the dollar amount for the allocations, even though the projects might be different.

Mr. Livingston stated, for clarification, Mr. Jackson's motion regarding Conservation was more so the amount.

Mr. Jackson responded in the affirmative.

Mr. Hayes stated he is not talking about the dollar amount for the committee recommendations for Conservation and Neighborhood, which is a separate question. Mr. Voignier was inquiring about some current year grants that would be rolling over. The question is, was those rollovers approved by Council. We also need clarification on whether the motion said the FY21 recommendations were to be kept at the current level or the recommended level on the motions list.

Mr. Jackson stated there was a motion by Mr. Manning to rollover the funding. He is not sure where the uncertainty is.

Mr. Manning responded his initial intention was clearly to rollover all the Hospitality Tax funding. The funding attached to the Council members, and all the funding in the current year for agencies/organizations. When discussion came about Conservation, he did not have any concern about it, but clearly his motion, and intention, at the beginning of the conversation, was about the Hospitality Tax.

Mr. Jackson stated his substitute motion, which Ms. Terracio offered a friendly amendment on, in regards to a reduction in the Council member's Hospitality Discretionary funds. He accepted the friendly amendment and suggested a 50% reduction.

Mr. Livingston stated he thought the rollover included all the grant funds. The next issue is going to be the amounts Mr. Hayes referred to.

Mr. Hayes stated, for clarification, Mr. Manning's motion took care of Hospitality Tax, and Mr. Jackson's substitute motion accepted Ms. Terracio's friendly amendment to rollover Conservation. Therefore, all grant rollovers are approved.

Mr. Jackson responded in the affirmative.

Mr. Hayes stated, for further clarification, the Council member's individual H-Tax allocations, which totals \$1,813,350, will now be reduced to \$906,675.

Ms. McBride stated Ms. Terracio's amendment was to reduce this year's Hospitality Tax discretionary funds for Council. We have rollover funds in the Hospitality Tax discretionary funds, which was a part of the rollover.

Mr. Hayes responded the \$1,813,350 will be reduced by 50% for FY21. The next clarification are in reference to items related to the General Fund (i.e. Lump Sum, Discretionary Grants, Contractual/Statutory and the Chamber of Commerce – BRAC). He stated those items will be held until Council takes up the General Fund Budget Amendment in September. Therefore, instead of notifying groups in July, the earliest groups can receive funding is either late September/early October. They wanted to verify that it was Council's intent to hold those funds until the General Fund Budget Amendment is taken up in the Fall.

Mr. Livingston responded he does not believe that was the intent. It would be October before these organizations could begin receiving their funding. He inquired if that means the fiscal year will start on July 1, but no funds would be appropriated before October.

Mr. Hayes responded that is the understanding he got from reviewing the minutes. Those items would be taken, and given final decision in September. Therefore, the earliest we could make a disbursement would be late September, after Third Reading on September 17<sup>th</sup>.

Mr. Jackson stated, when he began the discussion, he was talking about making sure we did not over commit ourselves financially. Therefore, because we could not do a continuing resolution, he made a motion and asked that whatever funds were currently being received, that those funds would continue to be received until, we could get back firmer numbers in September, not that no funds would be released. No increases would be given, until we have a clearer picture, and making sure we do not overextend ourselves financially. He does not know why this is becoming so confusing tonight. From his understanding, it was simply a matter of making sure that we did not extend beyond where we are currently at, until we had hard numbers in September.

Mr. Hayes stated the Lump Sum groups FY21 amount will be higher than the 10% reduction recommended by staff. Their allocation would be based off the current year amount, at the full amount, as opposed to the reduced amount.

Mr. Livingston stated the organizations need to understand that the amounts will be revisited.

Mr. Hayes stated the Discretionary Grants Committee groups changed, but the amount did not. As it relates to the Contractual/Statutory, the CMCOG's statutory amount has to be higher, but we will keep them at the current year level until the final decision is made in the Fall.

Ms. Newton stated, when it comes to the Lump Sum Appropriations, she thought we were not approving those until after we settled the General Fund, and not disbursing funds. In fact, if we did, not only are the amounts not reduced by 10%, but it will require us to take over \$1M from the General Fund to pay for it. When she was voting, she was voting with the idea that we were not going to be disbursing those Lump Sum Appropriations until September. If the rest of Council felt differently, it still passes.

Mr. Livingston stated he thought we were doing it this way because before we review the amounts again, the groups will only be able to receive ¼ of their funding.

Mr. Hayes stated the rule is, if you are receiving less than \$25,000, you can request all of it at one time. If you receive anything greater than \$25,000, it must be disbursed quarterly.

Ms. Newton stated, for clarification, there are a lot of organizations that could request in the first quarter, before we come back to revisit the budget.

Mr. Hayes responded he does not have the list in front of him, but he believes most of the groups are above the \$25,000 funding level.

Ms. McBride stated her understanding was the same as the Chair's understanding, and that we knew there were some groups that needed the small amount of funding they would get. Then in September we would review the funding, and make the corrections, based on the status of our financial abilities.

Mr. Manning stated, for him, he understood it the way Ms. Newton understood it. However, nobody, at that time, said anything about half the funding, and half the funding. If they had said that, he would have been favorable of the way the Chair understood it. He would be in favor of giving them the first half of their money now, with them understanding there may be a 20% cut

halfway through the year. However, they would know that was coming, based on the action we take in September. He stated if there are six (6) people that agree with Chairman Livingston and Ms. McBride, then he is good to go. If a majority understands it the way he and Ms. Newton did, then before we clinch the minutes, he would like to support Mr. Livingston and Ms. McBride's understanding of the motion.

Mr. Jackson stated, you might recall, Mr. Farrar got on the line, when the question was raised, whether we could, at any point, go back and revise or amend the budget. Mr. Farrar said that we could at any time, so my understanding, based on those comments was, if we gave funds in July, and realized in September, we needed to make adjustments that we were within our legal right to do that, and we would put those agencies on notice to that effect.

Mr. Hayes stated there are some other Lump Sum groups in other funds (i.e. Stormwater and Solid Waste). It is his understanding that all groups the County gives grant funds to would be at the FY20 funding level, and will be eligible to receive those funds.

Mr. Livingston responded in the affirmative, with the understanding that Council is going to review the funding level in September.

Mr. Hayes stated, the reason that question comes up, is because you have the General Funds groups, but you also have other groups in other funds that will not be entertained in September. For clarification, is it only the General Fund groups who are being limited to the FY20 allocation, and the other agencies will receive what was recommended for FY21?

Mr. Livingston requested, for clarification, that Mr. Hayes separate the funding categories out

Mr. Hayes responded the Neighborhood Redevelopment, Conservation Commission, and Lump Sum groups that are in the following funds: Tourism Development, Solid Waste and Stormwater. Those groups are non-General Fund, and they have requested amounts or committee approved amounts for FY21. He wants to ensure it is Council's intent for these groups to receive the committee's recommendations, or what they requested, for FY21, since they are not General Fund related.

Ms. McBride stated we are holding everything at FY20.

Mr. Livingston responded part of the problem is that we cannot hold everything at FY20 because some things are different.

Ms. McBride inquired how the ones that are different got on the motions list.

Mr. Hayes responded the Conservation Grants and Neighborhood Redevelopment are one-year grants, so that is why voted on millage agencies and grants. Grants are not a part of the two-year allocation. All we need to do is clarify Council's intent for non-General Fund groups.

Ms. McBride stated, for clarification, it would have to be the FY21 amount, but the total budget amount, for those categories, were from FY20.

Mr. Hayes responded Council voted on the Conservation Commission and Neighborhood Redevelopment's total budgets, so the budget amounts will not change. The amount of the committee's recommendations did change.

Mr. Walker inquired if we need to reconsider this matter.

Mr. Livingston responded right now we are trying to clarify the motion. It may require reconsideration, but there is nothing to reconsider if we are not clear on it.

Ms. McBride inquired as to what Mr. Hayes's interpretation of the motion was.

Mr. Hayes responded he was under the impression that Council was approving FY21 for the non-General Fund amounts, at the FY21 amounts versus FY20 amount, because they were non-General Fund related.

Mr. Walker stated, for him, and the way he was voting, his intent would have been that these entities, as outlined by Mr. Hayes, are funded at the lesser of the FY20 amount or the FY21 recommended amount, until September, at which point we will have a better forecast. If that needs to come forward as a reconsideration of the previous item, and to make a new motion, he is willing to put that forward, but only if it is the will of the body.

Mr. Livingston noted we were moving okay until we got to the non-General Fund items. We were in agreement with the other items. The intent was to move forward at last year's amount, with the understanding that we would revisit it in September.

Mr. Hayes stated everything related to the General Fund will remain at FY20, but he needs clarification on the non-General Fund items.

Mr. Livingston stated, if someone wants to reconsider that portion of the minutes, regarding the non-General Fund items, he will accept that motion, since there is no clarity on that.

Ms. Terracio requested, for clarity, could staff direct Council to the page of the minutes that we are considering.

Mr. Hayes responded it is Items 20 - 22 and 26 – 28(a).

Ms. Terracio stated, for clarification, these items are not General Fund items.

Mr. Hayes responded in the affirmative.

Ms. Terracio inquired what fund(s) are these items.

Mr. Hayes responded they are Conservation Grants, Solid Waste Enterprise Funds, Stormwater and Tourism Redevelopment Funds.

Mr. Walker moved, seconded by Mr. Jackson, to reconsider Items 20-22 and 26-28(a) on the aforementioned minutes.

Mr. Malinowski inquired, if we do not reconsider these items, what are Mr. Hayes' plans for these groups.

Mr. Hayes responded if your intent is for us to keep all items at the current FY20 level, for General Fund, and non-General Fund, until you revisit it.

Ms. McBride stated, whatever Mr. Hayes' understanding of the intent was, is what we should be proceeding with.

Ms. D. Myers suggested, given the level of confusion, that we take up the motion and clarify what instruction we would like to give the staff. She is not sure that Mr. Hayes can define what it is we intend, which is why he brought the question back.

Mr. Manning stated, he understands the question about intention, but he thinks Mr. Malinowski has asked a good question, and a clear question. Not what does anybody thinks anybody's intention is, was, or might be. The question is, if we do nothing at this point, but approve the minutes, as they are presented, what action would Mr. Hayes take.

Mr. Hayes stated that is the whole point. He needed clarification of what the intent of Council was. He is not in the position to do anything without knowing what the intent of Council was. What he is unclear on is what Council would like to do with the non-General Fund items.

Mr. Manning stated, if we pass this tonight, there will be no action taken.

Mr. Hayes responded he would not want to go forward in an area, which he is not sure what the will of Council is.

Ms. McBride inquired if Mr. Walker made a motion.

Mr. Walker responded he made a motion for reconsideration because it is abundantly evident that staff needs further direction, and clarification, on the will of Council. He thinks it unfair to attack a staff member, and try to deduce what they think, or interpret the will of this body is, when they have clearly come to us and said they need further clarification.

Ms. McBride inquired how reconsidering these items help Mr. Hayes.

Mr. Livingston responded, once we reconsider the items, we will take a vote on it, and the vote will clarify the intent.

Mr. Walker noted, if you vote to reconsider these items, it will open the door to put a new, clean motion on the table.

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

The vote in favor of reconsideration was unanimous.

Mr. Walker moved, seconded Ms. Terracio, to approve Items 20-22 and 26-28(a) at the lesser of the FY20, or the FY21 committee recommended funding level.

Mr. Jackson inquired if Mr. Hayes is clear on the motion on the floor.

Mr. Hayes responded he is clear on the motion.

Ms. Dickerson requested clarification on Mr. Walker's motion.

Mr. Livingston responded the motion is to fund the items at the lesser of the two (2) years.

Ms. Dickerson inquired about what amount that would equate to.



Mr. Hayes responded for the Community Conservation Grants the amount approved for FY20 was \$80,000. The amount on the motions list was \$40,439, so the FY21 recommended amount is less than the FY20 amount.

Ms. D. Myers requested Mr. Hayes to provide the areas where there is great discrepancies.

Mr. Hayes stated he would not have that level of detail. Those details would have to come from Mr. Voignier.

Mr. Voignier responded there would be a discrepancy with the Historic Preservation Grants. Because of the lower amount that was recommended for the Community Conservation Grants for FY21, the FY20 amount was \$170,000, whereas the FY21 amount is \$207,000. There would not be a huge discrepancy in regards to the Neighborhood Redevelopment Fund. Last year's funding was \$80,000, and this year's is \$77,000.

Mr. Livingston inquired as to staff's recommendations on these non-General Fund items.

Mr. Voignier responded staff's recommendations were based on the committee's recommendations.

Mr. Livingston made a substitute motion, seconded by Mr. Manning, to move forward with staff's recommendations for the non-General Fund items.

**POINT OF CLARIFICATION** – Mr. Walker stated, as he understood Mr. Voignier, he believes the substitute motion created some redundancy. He believes Mr. Voignier said the FY21 committee recommendations are in concert with the FY21 staff recommendations.

Mr. Voignier responded what the committees recommended, internally, is what was put forward on the motions list, and would be staff's recommendation.

Mr. Livingston stated Mr. Walker's motion would be either FY20 or FY21 funding amounts. Some of those would not be the staff's recommendations.

Mr. Walker stated, for clarification, the substitute motion removes the lesser of FY20 or staff's recommendation.

Mr. Livingston responded he was moving the staff's recommendations forward. The amounts may be higher or lower, but whatever staff's recommendation was because he does not know the impact of the numbers like staff does.

Mr. Malinowski inquired as to when the recommendations were made by the committee(s).

Mr. Voignier responded he believes it was during the yearly grant review process that takes place in the February timeframe.

Mr. Malinowski noted we have committee recommendations that took place in February, prior to us getting into the current situation where we are requesting everyone to make cuts. If they had been in the situation, those amounts would likely not be the committee recommendations, nor staff's recommendations. He believes it is only fair, since we have asked all other agencies to take these cuts that they also take a cut in funding, and take the lesser of the two, as mentioned in Mr. Walker's motion.

Ms. Terracio inquired if these items would be subject to consideration in the Fall.

Mr. Livingston responded that is what he thought the intent of the original motion was, and would be the intent of his substitute motion.

Mr. Malinowski requested a response from Mr. Voignier about whether staff usually takes the committee recommendation, and if so, if the recommendation had come later in the year would they have taken that recommendation.

Mr. Voignier responded in the affirmative.

In Favor: Dickerson, McBride, Livingston, Kennedy and Manning

Opposed: Malinowski, Terracio, Walker, Jackson, Myers and Newton

The substitute motion.

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

Opposed: Dickerson, McBride, Livingston, Kennedy and Manning

The vote was in favor.

Mr. Livingston noted the following corrections to the minutes:

1. Page 7 – Columbia Museum of Art - \$890,972; Total amount for ordinance agencies is \$1,921,186
2. Page 19 – River Alliance - \$55,000

Ms. Newton requested that her vote on p. 13 of the minutes reflect she was opposed to Mr. Jackson's motion.

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

Mr. Malinowski noted on p. 13 that Mr. Brown's response to Mr. Walker's question was not recorded, and should be added.

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

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Mr. Walker, to adopt the agenda as published.

Ms. Newton requested the Report of the Employee Evaluation Ad Hoc Committee be added to the agenda.

Mr. Livingston noted Items 13(b) and 14(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

Regular Session

June 16, 2020

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infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters” needed to be removed from the agenda.

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

Abstain: Manning

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

6. **PRESENTATION OF PROCLAMATION**

- a. A Proclamation Naming June 2020 as “Richland Counts” Month – Ms. Roberts read the proclamation into the record.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Farrar indicated the following item would be appropriate for Executive Session:

- a. Pending Litigation: Richland County vs. SC Dept. of Revenue
- b. Contractual Matter: Personnel Matter

Ms. McBride moved, seconded by Ms. Kennedy, to go into Executive Session.

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

Opposed: Walker and Myers

The vote was in favor.

***Council went into Executive Session at approximately 7:10 PM and came out at approximately 7:53 PM***

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

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

Opposed: Manning

- a. Pending Litigation: Richland County vs. SC Dept. of Revenue – Mr. Walker moved, seconded by Ms. Terracio, in the mediation, scheduled for Monday, that the legal team of Malane Pike, Andrew Lindemann and Larry Smith; the County Administrator, Leonardo Brown; and the Council Chair, Paul Livingston; be physically present for said mediation, and that a Zoom link be provided to all Council persons to observe any, and all, conversations in which the Council Chair is involved.

Mr. Malinowski inquired, if a Zoom link is provided, and enough Council members wish to attend via the link, will that constitute a quorum, and will public notice of the meeting need to be provided. And, if so, is there time to do so.

Mr. Smith responded, he believes, Mr. Malinowski is correct, in terms of his analysis of what it would mean. He thinks, as he indicated, mediations are typically confidential, and that may present a challenge. He stated he does not know whether or not that can be done. That was one of the things

they were going to look into. In regard to Mr. Malinowski's question, the answer would be yes. If we ended up having a quorum, then you would be subject to the requirements of a public body.

Mr. Malinowski inquired as to what the timeframe for public notice would be.

Mr. Smith responded you could not conduct the meeting in a public forum. It is a mediation. Mediation is conducted in private, and is confidential. He stated that is inconsistent, in terms of what a mediation is.

Mr. Malinowski stated, for clarification, then we cannot have a link, at that point.

Mr. Smith responded, he does not think, you could have a link where you could potentially have all Council members present in the link. You, then, have what basically constitutes a public meeting.

Ms. McBride stated she agrees with attorney. To her, that is inconsistent with the meaning of a mediation. In addition, they would have to speak with the Department of Revenue to see if it okay with them.

Ms. Newton inquired, in the event this motion passed, what would prevent the group from going into Executive Session.

Mr. Smith responded we would have to see what that looks like. One of the reasons we strongly suggested you not have electronic devices in Executive Session is because you really do not know who is on the other end of what is being communicated. Even if you had a Zoom type situation, there could be individuals on the other end of that conversation that would hear the discussion, which is supposed to be confidential, and we would never know that.

Ms. Newton stated, in that event, she offered a friendly amendment to extend the option to be physically present and ensure there are no electronic devices, and ensure the confidentiality of the information you are sharing.

Ms. Terracio stated, she was going to ask a similar question as the one posed by Ms. Newton. She would be supportive of a physical invitation being extended to all members willing to attend.

Mr. Manning stated, procedurally, we would have to call a Special Called Meeting of Council, and then go into Executive Session. Then, go into mediation, because you cannot have the whole body of the mediation doing that. So, technically, that is the way you can get around doing that. He have a commitment on Monday, so he is not excited about the phrase "those willing to attend". Maybe it should be those able, willing and wanting to attend. In terms of the motion specifying Zoom, wherever mediation is being held, if they are willing, and able, to accommodate the Council, they may be using some other platform. Therefore, he does not know that he would specify Zoom, because while all parties may be willing, that may not be platform, and that wording could cause it to not happen.

Mr. Walker stated, he has heard, and is willing, to accept the recommendations of his colleagues to remove the word "Zoom" from his motion, and replace it with either a physical invitation, or whatever electronic means viable from the law firm's perspective. And to also include the language, "willing and able".

Mr. Livingston stated, his concern is, this is a process that we agreed to engage in. Obviously, it is the mediator who sets the rules and parameters. Council voted for mediation, and if we set up

parameters, it might risk the chance of us having mediation, and that should not be the goal of what we are trying to do here. If what we do here, leads to the mediator deciding not to engage and do the mediation that could create some problems for us. That should not be the outcome of this, based on Council's vote for mediation. He requested Mr. Walker to restate the first part of his motion.

Mr. Walker responded he was naming the parties that would be physically present, which would be Malane Pike, Andrew Lindemann, Larry Smith, the Council Chair, and the County Administrator. He then went on to say that other Council persons, who are willing, and able, also be issued a physical invitation, and if not available physically, they be provided whatever secure electronic access the law firm, hosting the mediation, may have.

Ms. McBride requested the opinion of our external attorney regarding Mr. Walker's motion that we open it up, given that it is mediation. She wants the process to be fair.

Mr. Smith responded he believes Mr. Lindemann dropped off the call. In terms of the question, in order to do what is being proposed, the rules require that mediation be confidential. Based on what is being proposed, all of the parties to the mediation would have to waive confidentiality, and potentially attorney-client privilege, for us to do what is being proposed. He stated he does not believe the mediator contemplated that this process would involve a significant portion of the body, in terms of the actual mediation. He believes, what is being asked, at this point, is going to present some challenges, create a situation where we are going to have a hard time maintaining the confidentiality of this process, and potentially get in to a situation where we waive attorney-client privilege over some things that are discussed. He has some concerns about how we proceed with this. Obviously, we would have to see what the mediator has to say about this because he has to manage the mediation between three (3) parties.

Mr. Malinowski stated he cannot support the motion because the mediator has set the ground rules, as far as he understands it. Has requested specific persons to be present, and those are the persons that should be present. It is kind of like somebody got a free ticket to a ballgame, now all of a sudden everybody wants a free ticket to the ballgame. He thinks we are looking at an adversarial relationship with one of the parties in this mediation, and he does not think we need to try to antagonize them any further by asking that a whole herd of people be allowed to join. Be it via electronic means, or in person. At what point and time, would anybody know if that would be allowed? He inquired about the public notice required for a public meeting.

Mr. Smith responded, if it were to be a public meeting, you would have to give at least 24 hours' notice.

Mr. Malinowski stated he does not think we need to push our luck and try to get people down there. No one seemed to go to the meetings before, with the other side. All of a sudden, everyone wants to go. We are all going to get the report back from all the people that are officially there.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to move forward, as described by the County Attorney, with the individuals listed from the onset, to add the County Administrator to the list of attendees, and to ask the mediator whether there is an option for physical or virtual participation for Council members. If the mediator indicates that is appropriate, fine. If not, then no. He believes where we are going now is just an avenue to try to stall mediation from taking place.

Mr. Walker stated, he was going to suggest that he understands the conflict that a virtual presence, of a majority, represents, and amend his motion to remove the portion extending a virtual presence

to Council, and leave it at the persons he named attending, which, in essence, would be replacing the Transportation Ad Hoc Committee Chair with the County Administrator. Even though, for the record, he wholeheartedly believe that full and open transparency, in the process, is what we owe our constituents.

Mr. Livingston inquired if it was the mediator's preference to have more than one Council member.

Mr. Smith responded that is his understanding.

Ms. Newton stated the motion before us is Mr. Livingston's substitute motion, which would take two (2) Council members and the County Administrator. In addition, to ask, if it is possible for other Council members, who want to be physically present, to attend.

Mr. Livingston responded, for clarification, to see if it is possible for Council members to be physically or virtually present.

Ms. Newton inquired if there was a specific reason behind having two (2) Council members.

Mr. Smith responded, in terms of what we got from the mediator, he was looking for Council members that were in a leadership position, but also people who had worked with the Transportation Program. To the extent that Mr. Jackson has been the Chair for more than 12 months, we were trying to make sure that, in identifying the Council members that we were coming as close to what we think the mediator was trying to do, regarding the presence of Council members. In addition, if you recall, one of the things we talked about was what this program looks like going forward, after we get past this particular hurdle. Certainly, it seems to him, those are things that would be of some interest to the Chair of the committee, so he would have some idea about moving the program forward.

Ms. McBride stated she does not know why we are discussing this when we know we have the two (2) most appropriate people to represent Council; the Transportation Ad Hoc Committee Chair and the Chair of Council. She requested a friendly amendment to take out the option to attend the meeting virtually. She wants to listen to what our legal advisor is telling us.

Mr. Livingston accepted removing the option to attend virtually.

Mr. Manning stated, for clarification, the motion, at this point, is to have the attorneys, Ms. Hamm, the County Administrator, the Chair of Council and the Chair of the Transportation Ad Hoc Committee. He noted, for the sake of the public, and transparency, he believes we have discussed everything, in public, that we discussed in Executive Session.

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

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

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

Mr. Livingston restated the substitute motion to move forward with the County Administrator, the Council Chair, Mr. Jackson, Ms. Hamm, and the attorneys to physically attend the mediation.

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

Opposed: Terracio, Walker, Myers and Newton

Abstain: Jackson

The vote was in favor of the substitute motion.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No comments were received for this item.

9. **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.)

1. Mr. Lenston Toland provided comments regarding the County's Noise Ordinance.
2. Mr. Adam China provided comments regarding the Affordable Housing Trust Fund.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated Richland County has experienced an increase in number of positive cases. As it relates to our efforts to determine what criteria would be utilized to provide information to the citizens and Council regarding the reopening of businesses and how we may go safely out in public, in the face of COVID-19, there has been different information shared from various public health officials as to what we should be looking at. If you may recall, there was a discussion that dealt with whether we should be looking at an upward trend, and then a downward trend to make a determination. Recently there have been conversations about positivity rates, and looking at positivity trends. With all of that being said, these are some of the challenges that are being faced by Richland County, as well as our community partners, in determining the best efforts we can make to reopen safely. He has spoken with some of the community partners, and began having conversations about their plans. Some of them will be submitting information to him about their plans for reopening. They have also expressed that any information the County obtains regarding the establishment of criteria be shared with them. Right now, we are all searching for those tools of consistency, and not finding them between the various reporting agencies. As it relates to Richland County, and testing, he had a conversation with both DHEC and PRISMA about additional testing. DHEC communicated they consistently put information on their website about testing areas. He shared with them that there are seven (7) zip codes, within Richland County, whereby the numbers are increasingly higher than other areas within Richland County, and we should increase targeted testing in those areas. He has received an affirmative response, if we could provide them with areas we thought needed to be targeted. They provided criteria they utilize to determine safe places, and places with easy ingress and egress, to get the testing done. While there may be areas Council members identify, we will need to locate places where people can travel in and out effectively, without causing disruption to traffic flow and resource allocations. You may have seen information about the Register of Deeds having a soft reopening. We had members of the public that needed to utilize the office, so hearing those comments and realizing the importance of the office, we were able to put in a process that allows people, on a limited basis and by appointment only, to access the office. The process has been communicated to the public, and we have had individuals to take advantage of the process. You may have seen in the news that Richland County gave out some non-contact infrared thermometers. The thermometers were received from the State by the Economic Development Department for a specific purpose, and had to be distributed to the private sector.

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At a previous Council meeting, there was a discussion about Council member(s) being added to the grant relief program. At some point in the future, we need to have Council take up that matter, so grants can continue to be reviewed, inclusive of Council, and awards made.

Mr. Livingston noted, if there are any Council members that would like to serve, send him an email so the appointments can be made.

Ms. McBride inquired if any funds have been sent out.

Mr. Brown responded, at the last Council meeting, Council approved the award list, and the approved list has been provided to the Grants Department.

Ms. McBride inquired about the number of entities receiving funds.

Mr. Brown responded he believes there were 23 businesses.

Ms. McBride inquired about how many applications were received from businesses.

Mr. Brown responded that he did not have that information on hand. He agreed to email the information to Ms. McBride.

Mr. Livingston inquired if there were any services that we are not being able to provide.

Mr. Brown responded the majority of the services significantly impacted are the ones where people have been routinely coming into a physical space, and that we do not have updated IT infrastructure. Also, those processes where you have departments that receive electronic checks and/or payments where individuals can only do so in a limited capacity because they do not have online connectivity, so they would need to come to the County building to drop funds off. We have been able to accommodate some of that, but productivity wise we are operating at about 60%.

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

- a. Institute of Government and Annual SCAC Conference: August 1 – 3 – Ms. Roberts reminded Council the Institute of Government and Annual SCAC Conference will be held August 1 – 3.

12. **REPORT OF THE CHAIR** – No report was given.

13. **OPEN/CLOSE PUBLIC HEARING**

- a. Approving the transfer of certain property located in the Blythewood Business Park to Fairfield Electric Cooperative; and other related matters – No comments were provided for this item.
- 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 Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters – This item was removed during the Adoption of the Agenda.
- c. An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees, and Business License fees – No comments were provided for this item.

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14. **THIRD 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 a Public Infrastructure Credit Agreement to provide for public infrastructure credits to Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters – This item was removed during the Adoption of the Agenda.
- b. An Ordinance Authorizing the temporary waiver of late fees or penalties on the payment of Hospitality Tax, Tourism Development fees, and Business License fees – Ms. Terracio moved, seconded by Ms. Newton, to approve this item.

Mr. Malinowski stated the wording in Sec. 1 differs from the title. It says, "...Council hereby suspends the imposition, payment, and collection of late fees..." He inquired if that could be misconstrued to mean they do not have to impose a Hospitality Tax.

Mr. Smith responded the intent was to suspend the collection and remittance of those funds, as stated in the ordinance. If we remove the word imposition it will address Mr. Malinowski's concern.

Mr. Malinowski made a friendly amendment to remove the word imposition.

Mr. Manning stated, for clarification, Mr. Smith said the collection and remittance was for three (3) months. From what he is reading on p. 51, it says, "60 days from the effective date." Then, at another point, it says, it goes back to April 7<sup>th</sup>.

Mr. Smith responded the total amount of time was approximately 3 months because we made it retroactive.

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

Abstain: Walker

The vote in favor was unanimous with Mr. Walker abstaining for reasons of potential direct financial involvement.

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

- a. RFP Results and Recommendations for Speculative Building Developer – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski inquired if there have been unsuccessful endeavors for the selected vendor, and, if so, what percentage and why were they unsuccessful.

Ms. Wladischkin responded she does not believe they were asked to explain any of their instances where they had some failures. She can go back and look through their submittal if they mentioned anything and how they dealt with the adversarial conditions.

Mr. Malinowski stated, under "Cost of Development and Construction", it indicated \$54.69/sq. ft. He inquired how that compares to construction for similar type work.

Ms. Wladischkin responded the structure of the agreement is that the cost of building is under the burden of the contractor.

Ms. Harrison responded the cost of construction was provided by all of the vendors. There was a full review process of all of the different factors. This bidder was the highest ranked bidder going through our full procurement process. The idea now is that we would receive approval to be able to move forward with negotiating acceptable terms with the bidder.

Mr. Malinowski stated, it sounds like, we sell them the property for what we paid, and then we also pay them to build.

Ms. Harrison responded this is a public/private partnership. The idea is that we will negotiate with this particular developer for a fair and balanced deal to these parties. When we structured the RFP, it was that the County would bring the improved property. The builder would build the building, at their costs. Once the building is constructed, we will work together to market the property and secure an end user. At this point, there are some items within their proposal that need to be negotiated, and staff would not recommend proceeding with. They are requesting to have the ability to go back and negotiate with the developer, per the procurement policy. If we cannot get to a satisfactory conclusion with the developer, we would then have the opportunity to go to the 2<sup>nd</sup> ranked offeror, and do the same thing.

Mr. Malinowski stated, on p. 108, it says, "The Offeror understands by executing and dating this document their proposed prices/costs shall hold firm for a period of not less than ninety (90) calendar days after the solicitation award." He stated, for clarification, we have not awarded this, because it was signed more than ninety (90) days ago.

Ms. Wladischkin responded that is standard procurement language. It means that the vendor cannot change any of their conditions until award, and it has not been awarded yet.

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

Opposed: Manning

The vote was in favor.

Ms. McBride stated, in the future, she would hope the County begins to look at working with businesses that are inclusive, and has diversity.

Mr. Manning stated, for the record, that is why he voted "No".

## 16. REPORT OF RULES & APPOINTMENTS COMMITTEE

### a. ITEMS FOR DISCUSSION/ACTION

1. I move that Richland County disqualify any vendor in its procurement process as a "qualified bidder" if Richland County is currently in any legal dispute, lawsuit or settlement negotiation either individually or jointly named [WALKER] – Mr. Malinowski stated the committee recommended to approve the addition of the following language to subsection 2-261.2(4): "The deliberate failure without good cause to perform in accordance with the specifications of, or within the time limit provided in, a contract, or a recent record of failure to

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perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts need not result in formal claims or litigation by any party to any contractual relationship entailed in this section. Further, the mere fact of litigation is not an event of automatic debarment. Rather, the procurement director shall look at each instance of failure to perform in a timely manner or accordance with contract specifications, or a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts to determine if such performance or failure to perform would tend to impact the person's or firm's ability to acceptably perform in the contractual arrangement for which debarment is considered, and the feasibility of the County entering into a contractual relationship with or continuing a contractual relationship with a person or firm whose performance falls under this subsection."

Ms. Newton stated the proposed language specifically names the Procurement Director as the person that manages this process. She does not know that the County has a person specifically titled as the Procurement Director, and did not know if we needed to change the language, or name a general person in the Procurement Department.

Ms. McBride inquired if the committee consulted with Legal.

Mr. Malinowski responded Legal provided this language in response to Mr. Walker's motion.

Mr. Smith responded Mr. Farrar drafted the proposed language.

Mr. Livingston inquired if the proposed language covers things that Ms. Wladischkin can already legally do, under procurement. It does not appear to change anything.

Ms. Wladischkin responded she believes the motion has minor additions regarding litigation. For the most part, the ordinance already states that you can debar a contractor for performance related issues.

Mr. Manning inquired if this will become a question on the application.

Ms. Wladischkin responded she does not know that we have thought that far ahead, and if it will be a question that is asked. We can certainly explore requesting their litigation history.

Mr. Manning stated, on the earlier item, Mr. Malinowski asked if the vendor had any unsuccessful projects, and the answer was, "We do not ask that." He wanted to make sure, since we are working hard to get the language in, that we have a mechanism to inquire about their past experiences.

Ms. McBride inquired, if you had a lot of problems with a contractor, would he/she be allowed to bid. As Mr. Manning said, if there is an issue present, will they have to indicate that on an application?

Ms. Wladischkin responded they are looking at incorporating a formal process for that. Right now, any performance issues, from a contractor, would be handled through discussions and formal notice to cures. What we are looking to incorporate is a supplier evaluation program, which will allow us to take the contractor's performance on our contracts, and weigh that in their future awards.

Mr. Livingston noted the language “the mere fact of litigation is not an event of automatic debarment” is already the case, so how does the proposed language change anything.

Ms. Wladischkin responded she believes the language is there because there could be a company that is in litigation, with the County, for a completely unrelated matter that would have nothing to do with their performance on a contract. There were some caution on Legal’s behalf, with relation to saying carte blanche, anyone in litigation with the County.

Mr. Farrar stated we have contract that universally include dispute resolution provisions, so if someone exercised those provisions, which we encourage them to do. The caution is to not automatically eliminate someone from consideration if they happen to have pending litigation. Basically, if there is a lawsuit, the County needs to determine if the lawsuit is such that we are not going to be able to do business with them. The County needs to know about the lawsuit, but the mere fact of it does not mean they are going to be disqualified.

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

Opposed: Livingston

The vote was in favor.

17. **REPORT OF THE BLUE RIBBON AD HOC COMMITTEE**

- a. HMGP 4241-DR (2015 Flood) Property Buyout Program Update – Disqualification of Two (2) Properties – Mr. Voignier stated this is a request to remove two (2) non-residential properties from program acquisition for the Hazard Mitigation Grant Program. The committee unanimously recommended approval of this item.

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

The vote in favor was unanimous.

- b. Small Rental Rehab (SRR) Program Update – Reopen the SRR Program – Mr. Voignier stated this is a request to reopen the Small Rental Rehab Program, which was closed due to inactivity. Staff identified at least one applicant that applied on time, and was qualified for repairs. The committee unanimously recommended reopening the Small Rental Rehab Program.

Ms. McBride inquired about how much funding is in that area.

Mr. Voignier responded there is currently no funding allocated for the program. This would transfer \$400,000 from the Single Family Rehab Program to the Small Rental Rehab Program.

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

The vote in favor was unanimous.

- c. Reallocation of Funding for the Business Assistance Program (BAP) – Close the BAP Program – Mr. Voignier stated this is a request to close the Business Assistance Program. There was no identified

activity within the program. Given the fact there are considerable funds available in the program, and there is a considerable amount of needs in the Single Family Rehab Program, the committee reviewed the information and unanimously recommended closing the Business Assistance Program, and transfer the over \$1M in funding into the Single Family Rehab Program.

Mr. Malinowski inquired if we are within the guidelines and allowed to do this type of transfer.

Mr. Voignier responded in the affirmative. Once this has been approved, it will require us to make an amendment to the Action Plan with HUD. As long as we meet the criteria, and Council approves, we are within our ability to make this change.

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

The vote in favor was unanimous.

- d. Continuation of Recovery Consultancy Services – Change Order #8 for Task Order #7 – Mr. Voignier stated this is a request to approve a change order to the planning and implementation services provided by Tetra Tech, which administers the Single Family Rehab Program. This change order is due to the impacts from COVID-19 affecting the contractor’s ability to conduct work in the homes, and issues with the homeowners desire to stay within the home.

Ms. McBride stated she does not understand what the change order does.

Mr. Voignier responded the current change order is through July 17<sup>th</sup>. This change order would extend the period of performance to allow work to continue on the remaining rehabs and rebuilds. Tetra Tech’s staff performs inspections, assessments, prepares scopes of work related to the rehabs, and ensure the projects are closed out properly.

Mr. Malinowski stated he is not sure why we are adding funds to this. If in fact you were delayed because of COVID, it means you were not out there doing the work you were contracted to do. He inquired why you are getting more, when you are just doing the work later.

Mr. Voignier responded much of the rehab work was delayed due to our subcontractors closing down for a period of time due to COVID-19. Some of them put in restrictions, through company policies that impacted the work being done on the rehabs in the homes. This simply extends the time allotted for the work to continue.

Mr. Malinowski stated we are paying approximately \$250,000 to tell people they can finish the job, and finish it later than what you normally would have. They did not do the job to begin with. He still does not understand why we are paying more money to get the same job done just because it happens to be done later. In addition, the briefing document mentions an “Attachment B”, which was not included in the agenda packet.

Ms. Terracio noted that we are already engaged with Tetra Tech, and as a Council member, she has not seen any fruits of their work. She is disinclined to support this motion.

Mr. Livingston responded this is in reference to the flood, and he is sure that staff can provide examples of their endeavors.

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

Mr. Voignier noted, when the task order runs out on July 17<sup>th</sup>, there will be homes and projects that will not be closed. We are paying for homeowners to stay in relocation status, and that will have to continue indefinitely.

Mr. Livingston inquired if the relocation costs is a part of the requested increase.

Mr. Voignier responded that it does not.

Mr. Malinowski withdrew his motion.

Mr. Voignier stated the Tetra Tech staff administer the program, so if homes are not being completed by the subcontractors, they are not able to do project closeouts. The work they have been doing is related to ensuring the projects that are on time are getting completed. The plan was to complete more projects, within the time period COVID hit, in order to complete the period of performance by July 17<sup>th</sup>. Because the subcontractors got delayed, we are not paying them any additional funds. This is to pay Tetra Tech additional funds to ensure the closeout of those projects are completed (i.e. closing documents, inspections, etc.).

Mr. Malinowski stated, if Tetra Tech was supposed to closeout "30" homes and they have only closed out "20" and delayed on "10" then they have not done their full quota of closings, so why do they get more.

Mr. Voignier responded it is a time and materials contract, so it is not necessarily based on the number of projects completed.

Mr. Malinowski inquired what time and materials is Tetra Tech using.

Mr. Voignier responded the subcontractors that actually complete the homes are the ones that closed down due to COVID-19, so we were not able to rehab certain homes. Tetra Tech was not able to do the additional homes, and the reason for the increase in the task order.

Ms. D. Myers stated, for clarification, when the delay happened, did we have to keep additional home out of their homes, and is that the source of the increase in funds.

Mr. Voignier responded that is not the source of this particular increase.

Ms. D. Myers inquired if it is because paying the Tetra Tech team is irrespective of how many jobs they do.

Mr. Voignier responded in the affirmative.

Ms. D. Myers stated, for clarification, Tetra Tech has to do this work, and we had anticipated them completing it by March, but because they could not go into homes we have to pay them for their time in the months, even when they did not have to work.

Mr. Voignier responded that they are doing other work, in terms of responding to citizen calls, insuring that the individuals that are displaced are updated, etc. If we were discussing additional projects, he believes the increase in the task order would be even more than this.

Ms. D. Myers stated, for clarification, the task order increase in this one is because of the additional time it is taking them to do the same work.

Ms. Powell responded in the affirmative.

Ms. D. Myers noted that is why they are being paid more, even though they have not finished the same work because we are paying for their time. We do not pay them by the job.

Mr. Malinowski stated, on p. 132 of the agenda, it says "Other Support". The footnote on that item says, "back office support and SMEs". He inquired as to what SMEs are.

Ms. Powell responded "Subject Matter Experts".

Mr. Malinowski inquired as to what the back office support does.

Ms. Powell responded there is a variety of support functions Tetra Tech provides on a day-to-day basis. It varies by case, but it is whatever the County asked of them. Whether it be following up with individuals about relocation or corresponding with contractors when jobs are delayed.

Mr. Malinowski stated, on p. 133, under "Lead-based Paint Clearance Tests" it says, Tetra Tech will conduct 20 clearance tests, and they reserve the right to request an adjustment to the budget got costs associated with any additional lead-based paint/clearance test. Do they not know how many tests they have to do right now, based on the number of houses and the years they were built.

Mr. Voignier responded they do know how many tests are needed. There are different ways to mitigate lead-based paint, which is typically built into the cost for the subcontractor, but some of the work that was previously done by other contractors, who we terminated contracts with, did not complete these lead-based paint tests. Tetra Tech is having to conduct these lead-based clearance tests, which is what they are referencing.

Mr. Malinowski noted it indicates the Project Manager will work on site. He inquired if the Project Manager has always worked on site, and been around if needed.

Ms. Powell responded in the affirmative.

Mr. Malinowski stated, if the Project Manager has always been around when needed, why in a previous change order, was there a \$96,500 increase for Tetra Tech services to cover the Project Manager's travel expenses.

Ms. Powell responded the arrangement we have had in the past is that the Project Manager would come from out of state to be in office approximately 3 days a week. We are paying for travel and lodging, as it relates to that.

Mr. Malinowski inquired if we get a breakdown of the person's expenses.

Ms. Powell responded in the affirmative.

Mr. Malinowski requested to be provided a copy of the breakdown.

In Favor: Livingston and Myers

Opposed: Malinowski, Dickerson, McBride, Terracio, Walker, Kennedy, Manning and Jackson

The motion failed.

Ms. D. Myers inquired as to what follow-up action will need to be taken with regard flood remediation that needed approved, or reviewed by Tetra Tech. In other words, what does the failure of this motion do to those homes?

Ms. Powell responded staff would have to go back to the drawing board. With the failure of the motion, we would not be able to continue the program because we do not have staff to support it.

Ms. D. Myers inquired about the number of homes impacted.

Mr. Voignier responded approximately 20 homes.

Ms. D. Myers stated, for clarification, we are leaving them incomplete, based on the motion.

Mr. Voignier responded in the affirmative.

Ms. Powell stated, there are 20 homes already in the program, but we just moved \$1M from the Business Assistance Program to this program. There is an additional 110 homes frozen, and another 118 homes on the waiting list. There is a separate intake process, so that is not to say that all of the homes would qualify, but there is the potential for there to be more 20 homes impacted.

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

In Favor: Livingston, Walker, Manning, Jackson, Myers and Newton

Opposed: Malinowski, Dickerson, McBride and Terracio

The vote was in favor.

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

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

Opposed: Livingston and Myers

The vote was in favor.

**18. REPORT OF THE EMPLOYEE EVALUATION AD HOC COMMITTEE**

- a. Evaluation Process for County Administrator – Ms. Newton stated this item is regarding the evaluation process for the County Administrator. As per the email she sent out to Council, and the information that was in the meeting packet, the committee recommends that we use the criteria outlined by the Administrator Search Ad Hoc Committee. Specifically, that we use the following criteria: Leadership; Strategic Planning and Initiatives; Council, Community and Media Engagement; Crisis Management; Budget and Financial Oversight; Property Management; and Talent and Team Development.

Mr. Jackson inquired if there has been any discussion and an attempt to reach a consensus with Administrator that these will be the appropriate criteria to be used.

Ms. Newton responded that she had a conversation with Mr. Brown regarding the criteria, and he agreed on using those criteria for this first evaluation.



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

\*\*Ms. Roberts noted for the record that Ms. Kennedy was experiencing audio difficulties.

The vote in favor was unanimous.

- b. Job Description Development and Evaluation Process for other Council Direct Reports – Ms. Newton stated the committee recommends using the existing agreement with Find Great People to create job descriptions, consistent with Council’s desire, as well as State Law, for the County Attorney and the Clerk to Council. Find Great People can also be used, if desired, to assist with a job description for the Internal Auditor.

Mr. Malinowski stated he has seen job descriptions for these positions, so he wonders why we are reinventing it. Unless someone has reviewed them and feels they are not accurate.

Ms. Newton stated, in a previous committee meeting, the committee discussed updating those job descriptions, and bringing them current.

Mr. Malinowski stated, for clarification, the motion should be “updating” the job descriptions.

Ms. Newton responded that is correct, except in the case of the Internal Auditor, which there is currently no job description.

Mr. Malinowski stated he believes we are going outside of what was initially voted on and approved by Council, which was to have the Administrator’s evaluation done because time was of the essence. It was his understanding that Council would decide what to do regarding the job descriptions and evaluations for the other employees, and to put out a procurement request and not arbitrarily continue with this same company. He noted that this company is not local, and he is not sure how they are in regard to diversity.

Mr. Jackson stated he is concerned that we are contracting out a function that should fit within our Human Resources Department. He would like to know why we are not utilizing our HR Department, as HR Departments are typically used to do the very thing we are talking about doing outside of their sphere of responsibility.

Ms. Newton stated, in terms of the recent amendment to the agreement we have with Find Great People, it does include the opportunity to use them for services like this. Part of the thinking was, as we were going through the evaluation process, it would be efficient to continue that work. The committee did not discuss working with the HR Department to update the job descriptions.

Mr. Jackson stated his question was not tied to finances, but to functionality. It should be the normal function of HR to do what we are having a third-party to do.

Ms. Dickerson stated, at one time, we did have an Internal Auditor. She noted they just did an evaluation at the COMET, and they did not use a third-party entity to assist them. The evaluation went smoothly, and was very accurate; therefore, she cannot understand why we cannot use our HR Department to assist us.

Mr. Malinowski stated we might be able to glean something from the COMET, when creating what is needed, since their evaluation went smoothly. He realizes Mr. Jackson was not speaking financially, but when it was mentioned the new contract includes the opportunity to work with them to update

the job descriptions, but it also includes the opportunity for us to pay them \$5,000 - \$10,000. He believes we need to send this back to committee, and request HR to get involved.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to send this back to committee, and have the committee to work with HR on this matter.

Mr. Livingston suggested dividing the question since there are two parts (Job Descriptions and Evaluation Process) to this item.

Mr. Malinowski responded you have to create the evaluation process, and what forms are needed, before we can move forward. He believes Find Great People can create the Administrator's evaluation because we need to have that done, but for the other positions we should get HR involved.

Mr. Manning stated he is going to be voting in favor of the committee's recommendation. He has served on Council for 11 ½ years, and Council has worked on getting position descriptions for these positions for those 11 ½ years, and we do not have them. He thinks giving Find Great People a shot to have that happen would be commendable.

Mr. Manning made a second substitute motion to defer this until January 2021.

The motion died for lack of a second.

Mr. Walker stated, he struggles to see how it makes any sense to have a HR Department, headed by an HR Director, who answers to Council's employee, the County Administrator, to potentially be in charge of a job description and/or assessment of a superior. The responsibility for all of that rested squarely in the lap of Council. Employing a third-party firm to do that seems the most consistent with best practices.

Mr. Jackson stated the comments he made earlier did not include the Administrator. His comments related to the role of HR for the other positions on the table.

In Favor: Malinowski, Dickerson and Jackson

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

The substitute motion failed.

Mr. Malinowski made a second substitute motion, seconded by Ms. Dickerson, to send this through Procurement to advertise, so we can ensure the County is getting the most advantageous services, and not continue following down the same line with same company.

Mr. Walker inquired, if a new substitute motion, by the maker of a previously failed substitute motion, properly before the body.

Mr. Livingston responded it is if it is a different motion.

Mr. Manning stated, from his understanding, if we pass this motion tonight, it will get to Procurement, they will write up the process, put it out to bid for 60 days, get the bids in, and open the bids, so that is going to end up being January 2021.

Ms. Newton inquired how long it will take to go through that process, since she does not know if people are on State contract for this. She stated this is a vendor we have worked with, and she does not know that the process of updating job descriptions will be a particularly lengthy one. She would suggest taking the committee's recommendation, so we can move forward with this expeditiously. She stated she has not been on Council, but for a short amount of time, but it is her understanding that we have not conducted evaluations, and we have not necessarily updated these documents.

Ms. Dickerson stated come January we are going to have a lot of new Council members. When we were going through this process before, we were holding up items, such as this, until we got the new Council members on so they could have a voice in this.

Mr. Malinowski stated, right now, we do not have any evaluations due, except the Administrator. We do not have anything for the Clerk. That time has come and gone. In all the time he has been here, we have never done the Attorney, and we do not have an Internal Auditor. He does not see what the hurry is on this. We are all guessing, without asking the Procurement Director, what the timeframe would be. Rather than guessing, let's have the Procurement Director to give us an approximate time.

In Favor: Malinowski and Dickerson

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

The second substitute motion failed.

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

Opposed: Malinowski, Dickerson and Jackson

The vote was in favor.

c. Contractual Matter/Personnel Matter – This item was taken up in Executive Session.

19. **EXECUTIVE SESSION**

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

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

Opposed: Malinowski, Dickerson, Walker, Manning and Jackson

The vote in favor was unanimous.

***Council went into Executive Session at approximately 10:04 PM and came out at approximately 11:16 PM***

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

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

The vote in favor was unanimous.

- a. Contractual Matter/Personnel Matter – Ms. Newton moved, seconded by Mr. Walker, to proceed as directed in Executive Session.

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

Opposed: Malinowski, Dickerson, Livingston, Kennedy, Manning and Jackson

The motion failed.

Mr. Manning moved, seconded by Ms. Newton, to proceed with Find Great People to bring temporary assistance into the Clerk to Council's Office.

Mr. Malinowski stated it seems to him the motion is the same as what we just voted on. It is just worded out loud versus as discussed in Executive Session.

Mr. Manning responded, as discussed in Executive Session, is four words. The motion he made is a sentence.

Mr. Livingston ruled that is the same motion.

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

In Favor: McBride, Terracio, Walker, Manning, Myers and Newton

Opposed: Malinowski, Dickerson, Livingston, Kennedy and Jackson

The vote was in favor of reconsideration.

In Favor: McBride, Terracio, Walker, Manning, Myers and Newton

Opposed: Malinowski, Dickerson, Livingston, Kennedy and Jackson

The vote was in favor of proceedings as discussed in Executive Session.

20. **MOTION PERIOD**

- a. I suggest that an upfront (Home Page) be required on the Richland County website that lists ALL Public meetings and they must be listed 5 days in advance of the public meeting. Required information will include, stating the purpose, location, person responsible for meeting/hearing and agenda. Seeking public input via e-mail or in writing is important but not sufficient as the only input, COVID-19 or not. [MALINOWSKI] – This item was referred to the Rules and Appointments Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 11:25 PM.



## Richland County Council

ZONING PUBLIC HEARING  
June 23, 2020 – 7:00 PM  
Zoom Meeting

**COUNCIL MEMBERS PRESENT:** Paul Livingston, Chair; Joyce Dickerson, Bill Malinowski, Jim Manning, Allison Terracio, Yvonne McBride, Chakisse Newton 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, Brian Crooks, Dale Welch, and Geo Price

- 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 are not additions or deletions to the agenda.
- IV. **ADOPTION OF THE AGENDA** – Ms. Dickerson moved, seconded by Mr. Livingston, to adopt the agenda as published.

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

Opposed: Manning

The vote was in favor.

V. **MAP AMENDMENTS**

1. 20-001MA  
Robert Giles  
RM-HD to NC (2 Acres)  
Ohio Street & Olympia Avenue  
TMS # R11203-01-01, 03, 04 & 05 [FIRST READING]

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

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

The vote in favor was unanimous.

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

2. 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 G. Jones, the applicant, spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Manning moved to approve this item.

Ms. Dickerson made a substitute motion, seconded by Mr. Malinowski, to defer this item, but not to allow an additional public hearing.

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

Opposed: Walker

Abstain: Manning

The vote was in favor.

3. 20-003MA  
Chad Monteith  
RU to GC (5 Acres)  
6505 N. Main Street  
TMS # R11716-10-04 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Chad Monteith, the applicant, submitted comments for this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

4. 20-006MA  
Paul Pettinelli  
HI to GC (.9 Acres)  
1314 Rosewood Drive  
TMS # R11208-02-10 [FIRST READING]

Ms. Dickerson moved, seconded by Ms. Newton, to defer this item and the public hearing.

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

The vote in favor was unanimous.

5. 20-008MA  
Michael Winkler  
RU to NC (1.25 Acres)  
11045 Two Notch Road  
TMS # R29100-05-04 [FIRST READING]

Ms. Newton moved, seconded by Ms. Dickerson, to defer this item and the public hearing.

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

The vote in favor was unanimous.

6. 20-009MA  
Bill Dixon  
PDD to PDD (13.4 Acres)  
Greenhill Parish Parkway  
TMS # R25800-03-44 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Bill Dixon, the applicant, submitted comments.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Walker, to approve this item.

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

The vote in favor was unanimous.

7. 20-010MA  
Yong M. Han & Kyu H. Han  
RU to GC (.071 Acres)  
10804 Two Notch Road  
TMS # R25915-02-05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in support of this item.

The floor to the public hearing was closed.

Ms. Newton moved, seconded by Mr. Walker, to approve this item.

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

The vote in favor was unanimous.

8. 20-012MA  
Anna Fonseca  
GC/M1 to RM-HD (14.31 Acres)  
Fontaine Center Drive  
TMS # R14201-05-02 (portion of), 07 and 08 [FIRST READING]

Ms. McBride moved, seconded by Mr. Walker, to defer this item and the public hearing.

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

The vote in favor was unanimous.

9. 20-014MA  
Alex Serkes  
GC to HI (6 Acres)  
10501 Farrow Rd.  
TMS # R17500-02-07 and 15 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Alex Serkes, the applicant, submitted comments.

The floor to the public hearing was closed.

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

Mr. Malinowski requested the recommendation for the Planning Commission be provided.

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

The vote in favor was unanimous.

Mr. Price stated, for the record, the Planning Commission recommended approval of this item.

10. 20-015MA  
Brenda Miller  
RU to RS-MD  
8104 Brookmount Lane  
TMS # R14414-02-04 [FIRST READING]

Mr. Walker moved, seconded by Ms. Dickerson, to defer this item and the public hearing.

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

The vote in favor was unanimous.

11. 20-016MA  
John Ecton  
RU to RS-LD  
2304, 2312 and 2314 Johnson Marina Road  
TMS # R01315-01-17; R01315-01-14; and R01311-02-20 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Mike Sloan submitted comments in opposition of this item.

Mr. John Ecton, the applicant, submitted comments in favor of this item.

The floor to the public hearing was closed.

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



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

Opposed: Malinowski

The vote was in favor.

12. 20-017MA  
Robert F. Fuller  
RU to GC  
3691 Kennerly Road  
TMS # R01700-06-05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Robert Fuller, Ms. Melissa Dyches and Mr. Terrell Tuten spoke in favor of this item.

There were 34 comments submitted in opposition of this item.

The floor to the public hearing was closed.

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

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

Abstain: Dickerson

The vote was in favor.

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

VIII. **ADJOURNMENT** – The meeting adjourned at approximately 7:43 PM.



## Richland County Council

SPECIAL CALLED MEETING  
June 23, 2020  
Immediately following Zoning Public Hearing  
Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Kim Williams-Roberts, Ashley Powell, Leonardo Brown, Brad Farrar, Larry Smith, Dale Welch, Angela Weathersby, Ashiya Myers and Dwight Hanna

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:48 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Walker moved, seconded by Ms. Terracio, to adopt the agenda as published.

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

Opposed: Manning

The vote was in favor.

3. **PERSONNEL/CONTRACTUAL MATTER** – Ms. Terracio moved, seconded by Ms. Newton, to go into Executive Session.

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

Opposed: Walker

The vote was in favor.

***Council went into Executive Session at approximately 7:51 PM and came out at approximately 8:08 PM***

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

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

The vote in favor was unanimous.

**Personnel/Contractual Matter** – No action was taken.

4. **ADJOURNMENT** – The meeting adjourned at approximately 8:08 PM



## Richland County Council

### SPECIAL CALLED MEETING

July 2, 2020 – 6:00 PM

Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Kimberly Williams-Roberts, Ashley Powell, Leonardo Brown, Brad Farrar, Dale Welch, Angela Weathersby, Ashiya Myers, Miranda Spivey, Stacey Hamm, Michael Niermeier, Michael Byrd, John Thompson and Brittney Hoyle-Terry

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Ms. Dickerson, to adopt the agenda as published.

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

Opposed: Malinowski

The vote in favor was unanimous.

Mr. Livingston stated, for the record, he sent out a letter that listed the Councilmembers that were interested in this meeting, and Ms. Myers name was inadvertently admitted.

3. **An Emergency Ordinance Requiring the Wearing of Face Masks to Help Alleviate the Spread of COVID-19** – Mr. Livingston stated there has been concerns expressed regarding the increase in the COVID-19 cases in the community. We do not want the County to have to shut its economy down again because of the increase. We were informed by an epidemiologist, at a previous meeting, about the importance of face masks and social distancing, which was the impetus for this meeting. He stated there was a draft ordinance provided for Council's review, which is similar to the ordinance approved by the City of Columbia.

Ms. McBride moved, seconded by Ms. Terracio, to adopt the proposed emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19.

Ms. Dickerson inquired if there is a way to educate the citizens on where they can obtain masks, and/or make them available to the citizens.

Mr. Livingston responded, with the CARES Act, the County could potentially purchase masks for distribution. There are community groups and organizations that are also willing to donate masks.

Ms. Terracio stated she echoed Ms. Dickerson’s concerns, and she would like to ensure there are supplies readily available for citizens who may not be able to obtain them. She inquired if there is a proposed date for this to go into effect.

Ms. McBride responded she would like to see it go into effect immediately, but given some of the concerns expressed, she would suggest it become effective on July 6<sup>th</sup>.

Ms. Terracio inquired as to what plans have been made to advertise the ordinance.

Mr. Brown responded, besides the polling staff put out for consideration, if Council approves this ordinance, we will immediately send out information to the media, as well as post information on social media platforms. In addition, we will communicate with the television providers.

Mr. Jackson inquired if we have determined a period of time this ordinance will be in effect, before we review and revisit the data.

Mr. Livingston responded the ordinance will be in effect for 61 days.

Ms. Myers stated she fully supports the ordinance. She notes the ordinance has civil fines and penalties. She reminded her colleagues that failure to maintain your grass has more severe penalties than this ordinance. Failure to maintain your grass will not land anyone in the hospital, or potentially kill anyone. When we are thinking through where we place this on the continuum, she would like to be sure the enforcement mechanism takes into account the other enforcement mechanisms we already have in place.

Ms. Dickerson called for the question, seconded by Ms. Newton.

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

The vote in favor was unanimous.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

4. **ADJOURNMENT** – The meeting adjourned at approximately 6:30 PM

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
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 # R11203-01-01, 03, 04, AND 05 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD) 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 # R11203-01-01, 03, 04, and 05 from Residential Multi-Family High Density District (RM-HD) 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: June 23, 2020  
First Reading: June 23, 2020  
Second Reading: July 14, 2020  
Third Reading: July 21, 2020

## Richland County Council Request for Action

**Subject:**

20-003MA  
Chad Monteith  
RU to GC (5 Acres)  
6505 N. Main Street  
TMS # R11716-01-04

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
Public Hearing: June 23, 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 # R11716-01-04 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R11716-01-04 from Rural (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 23, 2020  
First Reading:        June 23, 2020  
Second Reading:      July 14, 2020  
Third Reading:        July 21, 2020



## Richland County Council Request for Action

**Subject:**

20-009MA  
Bill Dixon  
PDD to PDD (13.4 Acres)  
Greenhill Parish Parkway  
TMS # R25800-03-44

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
Public Hearing: June 23, 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 # R25800-03-44 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R25800-03-44 from Planned Development District (PDD) to Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 23, 2020  
First Reading:        June 23, 2020  
Second Reading:      July 14, 2020  
Third Reading:        July 21, 2020

## Richland County Council Request for Action

**Subject:**

20-010MA  
Yong M. Han & Kyu H. Han  
RU to GC (.071 Acres)  
10804 Two Notch Road  
TMS # R25915-02-05

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
Public Hearing: June 23, 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 # R25915-02-05 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R25915-02-05 from Rural (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 23, 2020  
First Reading:        June 23, 2020  
Second Reading:      July 14, 2020  
Third Reading:        July 21, 2020

## Richland County Council Request for Action

**Subject:**

20-014MA  
Alex Serkes  
10501 Farrow Road  
TMS # R17500-02-07 and 15

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
Public Hearing: June 23, 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 # R17500-02-07 and 15 FROM GENERAL COMMERCIAL DISTRICT (GC) TO HIGH INDUSTRIAL DISTRICT (HI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17500-02-07 and 15 from General Commercial District (GC) to High Industrial District (HI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 23, 2020  
First Reading:        June 23, 2020  
Second Reading:      July 14, 2020  
Third Reading:        July 21, 2020

## Richland County Council Request for Action

**Subject:**

Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St.

**Notes:**

June 23, 2020 – The Administration & Finance Committee recommended to instruct the SC Dept. of Mental Health to immediately begin looking for an alternate location; and to extend the lease for up to six months, on a month to month basis.



**Agenda Briefing**

**Prepared by:** Ashiya Myers, Assistant to the County Administrator  
**Department:** Administration

**Date Updated:** May 26, 2020      **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 13, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	May 12, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 13, 2020
<b>Risk Management Review:</b>	Brittney Hoyle via email	<b>Date:</b>	May 12, 2020
<b>Sheriff's Department Review</b>	Deputy Chief Chris Cowan via email	<b>Date:</b>	May 13, 2020

<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM
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**Committee** Administration and Finance

**Subject:** Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St

**Recommended Action:**

As this request was generated by an outside agency, staff takes a neutral position as to renewal of the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

**Motion Requested:**

1. Move to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St; or
2. Move not to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Request for Council Reconsideration:  Yes

**Fiscal Impact:**

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic. The addition of five (5) Sheriff's deputies is a potential additional fiscal impact unless, as per recommendation of the Office of Budget and Grants Management and the Sheriff's Department, the SCDMH covers the associated costs relative thereto.

The annual operational/maintenance cost for the mental health leased space is \$20,430. The cost includes electricity, water, and service agreements (HVAC, pest control, elevators, fire suppression/inspections, and surveillance system).



**Motion of Origin:**

There is no associated Council motion of origin. Staff is moving this item forward at the request of the South Carolina Department of Mental Health.

Council Member	
Meeting	
Date	

**Discussion:**

In 2015, the South Carolina Department of Mental Health (SCDMH) requested to temporarily locate their Adult Clinic Services in the Richland County Health Building located at 2000 Hampton Street. The request was made after one of their three leases fell through shortly before they were due to relocate from their Bull Street location. Richland County Council approved the temporary space provision during their Regular Session meeting on September 15, 2015. Richland County is not statutorily required to provide office space for SCDMH.

The lease agreement entered on September 15, 2015 expires this year. The term of the agreement began on October 01, 2015 and ended on September 30, 2016; however, it was automatically renewed for four consecutive one year terms unless either party provided a ninety (90) day written notice prior to the expiration of any term.

Should Council decide to forego lease renewal, the space could be utilized to resolve significant space needs for County departments. Some departments in the Administration Building have as many as four employees per office. Others share small, common areas. The COVID-19 pandemic further complicates the issue of employees working in tight quarters with no separation. Additionally, space is needed for the County Health Occupational Wellness (HOW) Center which has been planned and initially funded for more than two years. The space leased by SCDMH is adjacent to office space currently in use by County departments. Utilizing the space would allow the HOW Center project to move forward.

Additionally, per the Sheriff’s Department (RCSD), the SCDMH employs 102 certified law enforcement with statewide jurisdiction; however, they place requirements on to local law enforcement that they are adequately staffed for and have the authority to achieve. RCSD asks that if Council approves the lease renewal that SCDMH be responsible for providing security for their staff and clients or pay the County to staff deputy sheriffs at the facility. This would require a minimum of five (5) additional staff to comply with industry standards.

**Attachments:**

1. South Carolina Department of Mental Health Correspondence dated July 10, 2015
2. September 15, 2015 County Council Agenda Backup Documentation
3. September 15, 2015 County Council Minutes
4. Current Lease Agreement
5. Email Correspondence from Dr. Thompson to Members of the A&F Committee – June 02, 2020



State of South Carolina  
Department of Mental Health

**MENTAL HEALTH COMMISSION:**

Alison Y. Evans, PsyD, Chair  
Joan Moore, Vice Chair  
Beverly Cardwell  
Jane B. Jones  
Everard Rutledge, PhD  
J. Buxton Terry  
Sharon L. Wilson

July 10, 2015

**Columbia Area  
Mental Health Center**

P.O. Box 4440  
2715 Colonial Drive  
Columbia, SC 29203  
Information: (803) 898-4800  
Robert L. Bank, M.D., Executive Director

**STATE DIRECTOR**

John H. Magill

Mr. Torrey Rush, Chairman  
Richland County Council  
2020 Hampton Street/P.O. Box 192  
Columbia, SC 29202

Dear Mr. Rush,

I am writing this letter to you to request the use of approximately 7,500 square feet of vacant office space that was previously used by the Health Department on the third floor of the Richland County Government building on Hampton Street.

As you may be aware, the Bull Street Project Development continues to move forward. At the present time, Columbia Area Mental Health Center (CAMHC) occupies three cottages on the Bull Street Campus. We have been working diligently to relocate these programs for some time and have been successful in securing two locations with new or amended leases. Our third lease/location however, fell through recently leaving us about 7,500 square feet short of completely moving all of our programs.

With the deadline of October 31<sup>st</sup> rapidly approaching, all CAMHC programs must be relocated off of the Bull Street Property. The Center Board and Administration have been looking at every option available and come to the County Council requesting the opportunity to temporarily locate our Adult Clinic Services in the vacated Health Department Space on the third floor. We understand that CAMHC would be responsible for any upgrades that would be required for us to move in and any work to be done would have to be pre-approved by the County Administrator. If given approval, we would be glad to work with the County Administrator on defining a lease term.

Thank you for your consideration of this request and appreciate the continued support you actively give to our Center.

Sincerely,

John Hays  
Chair, Board of Directors, CAMHC

Robert L. Bank, MD  
Executive Director, CAMHC

cc: Tony McDonald, Richland County Administrator  
Greg Pearce, Liaison to Columbia Area Mental Health Center

**MISSION STATEMENT**

To support the recovery of people with mental illnesses.



## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871± sq. ft. of space at 2000 Hampton Street, Third Floor

FIRST READING: July 21, 2015

SECOND READING: July 28, 2015

THIRD READING:

PUBLIC HEARING:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ -15HR

AN ORDINANCE AUTHORIZING A LEASE TO COLUMBIA AREA MENTAL HEALTH CENTER, A DIVISION OF THE SC DEPARTMENT OF MENTAL HEALTH, FOR 8,871± SQ. FT. OF SPACE AT 2000 HAMPTON STREET, THIRD FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 8,871± sq. ft. of space on the 3<sup>rd</sup> Floor of 2000 Hampton Street to COLUMBIA AREA MENTAL HEALTH CENTER, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**LEASE AGREEMENT**  
**(2000 Hampton Street – 3rd Floor)**  
(Columbia Area Mental Health)

This Lease Agreement entered into on this the \_\_\_\_\_ day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent \_\_\_\_\_/month. Said rental shall be payable monthly in advance. Said rent shall be considered delinquent if not received by the tenth (10th) day of the month.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90<sup>th</sup> day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain



written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County  
c/o W. Anthony McDonald, Administrator  
2020 Hampton Street  
Post Office Box 192  
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA  
2715 Colonial Drive  
PO Box 4440  
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Clinic to enter into this contract with the County. (b) By signing this contract, the County certifies that, as of the date the County signed, the County is not on the then current version of

the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

17. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COLUMBIA AREA MENTAL HEALTH**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Witnesses as to Richland County:

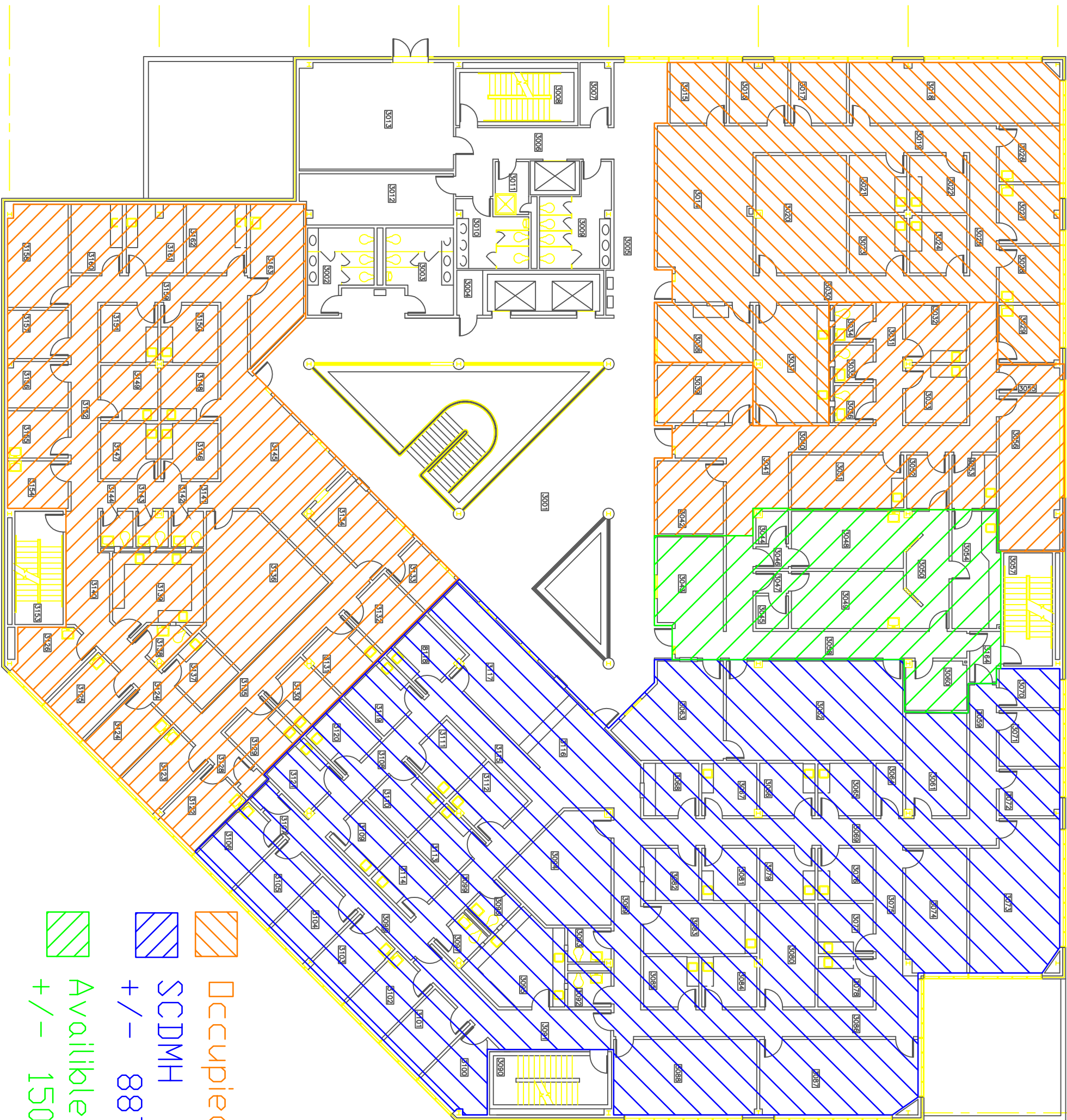
**RICHLAND COUNTY,  
SOUTH CAROLINA**


\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



-  Occupied Space
-  SCDMH Space  
+/- 8871 SQ. FT
-  Available Space  
+/- 1509 SQ. FT

**IRAN DIVESTMENT ACT OF 2014  
(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

## OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

---

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

Richland County Council  
Regular Session  
Tuesday, September 15, 2015  
Page Four

**THIRD READING ITEMS**

**An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure** – Mr. McDonald stated the ordinance language needed to be amended to as follows: “...not to exceed \$8,000,000 General Obligation Bonds...”

Mr. Jackson moved, seconded by Ms. Dixon, to approve this item as amended.

- |                   |                       |
|-------------------|-----------------------|
| <b><u>FOR</u></b> | <b><u>AGAINST</u></b> |
| Dixon             |                       |
| Malinowski        |                       |
| Rose              |                       |
| Jackson           |                       |
| Pearce            |                       |
| Rush              |                       |
| Livingston        |                       |
| Dickerson         |                       |
| Washington        |                       |
| Manning           |                       |
| Jeter             |                       |

The vote in favor was unanimous.

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

- |                   |                       |
|-------------------|-----------------------|
| <b><u>FOR</u></b> | <b><u>AGAINST</u></b> |
|                   | Dixon                 |
|                   | Malinowski            |
|                   | Rose                  |
|                   | Jackson               |
|                   | Pearce                |
|                   | Rush                  |
|                   | Livingston            |
|                   | Dickerson             |
|                   | Washington            |
|                   | Manning               |
|                   | Jeter                 |

The motion for reconsideration failed.

**An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871 ± sq. ft. of space at 2000 Hampton Street, Third Floor -**  
Mr. Pearce moved, seconded by Mr. Jackson, to approve this item.



**FOR**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

**AGAINST**

The vote in favor was unanimous.

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

**FOR**

**AGAINST**

Dixon  
Malinowski  
Rose  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Washington  
Manning  
Jeter

The motion for reconsideration failed.

**SECOND READING**

**An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A** – Mr. Rose moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski requested staff to insure the Conservation Commission grant given to the prior organization interested in purchasing the Curtiss-Wright Hangar was either paid back to the County or the funding benefitted the County and/or Airport.

STATE OF SOUTH CAROLINA	)	<b>LEASE AGREEMENT</b>
	)	<b>(2000 Hampton Street – 3rd Floor)</b>
COUNTY OF RICHLAND	)	(Columbia Area Mental Health)

This Lease Agreement entered into on this the 15<sup>th</sup> day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below.

This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent \$0/month. In lieu of a monetary payment, consideration for this Lease shall be Lessee's continued use of the Leased Premises to serve the citizens of Richland County.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90<sup>th</sup> day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain

written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County  
c/o W. Anthony McDonald, Administrator  
2020 Hampton Street  
Post Office Box 192  
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA  
2715 Colonial Drive  
PO Box 4440  
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Clinic to enter into this contract with the County. (b) By signing this contract, the County certifies that, as of the date the County signed, the County is not on the then current version of

the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

17. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.



IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

Steph C. Hitt  
Yerouca J. Vatta

**COLUMBIA AREA MENTAL HEALTH**

By: Robert Bank MD  
Name: ROBERT BANK MD  
Its: Executive Director, CAMH

Witnesses as to Richland County:

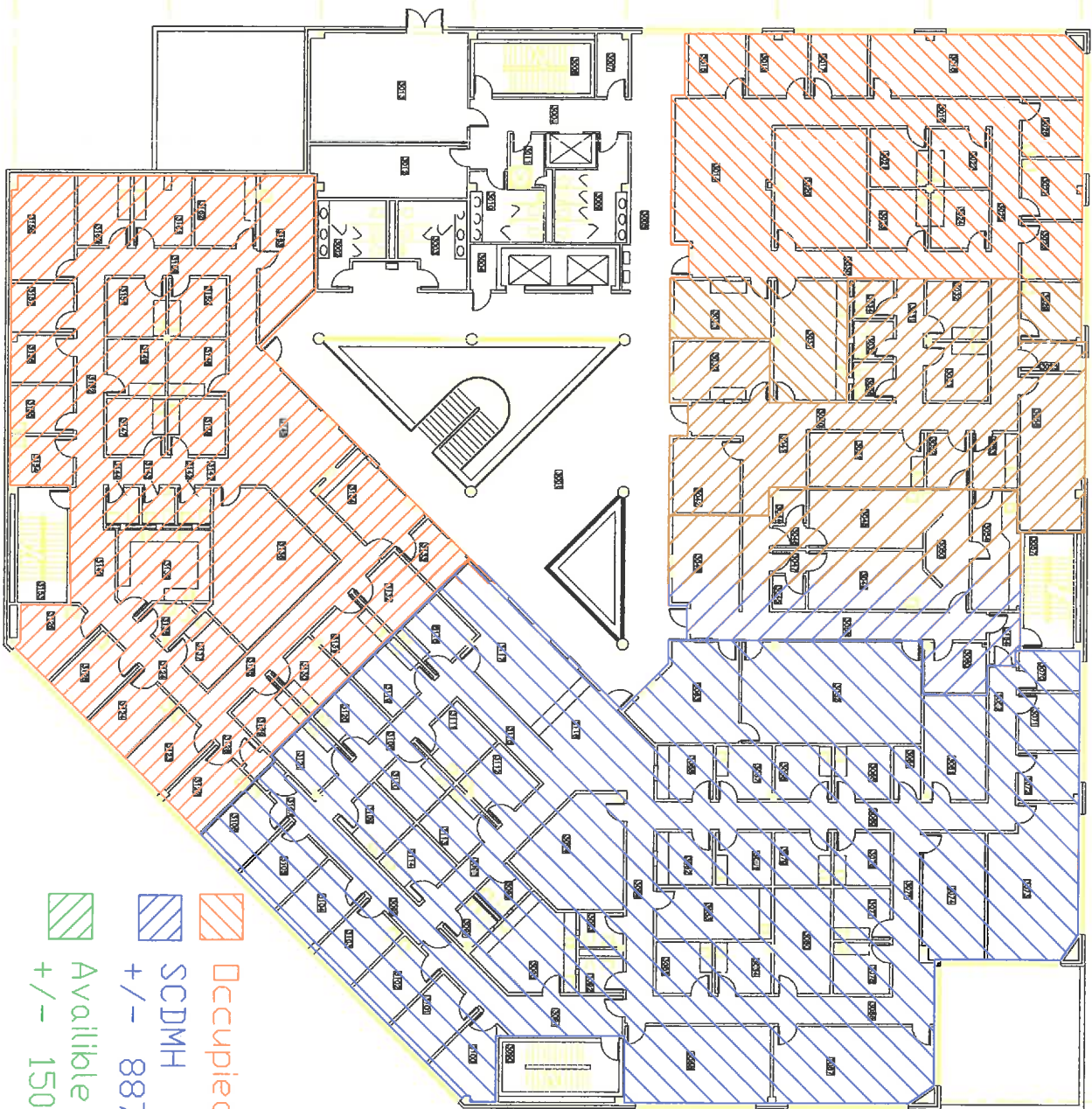
Praxanne M. Ancheta  
Obhaya A. [Signature]

**RICHLAND COUNTY,  
SOUTH CAROLINA**

By: Tony McDonald  
Name: Tony McDonald  
Its: County Administrator

**Richland County Attorney's Office**

[Signature]  
**Approved As To LEGAL Form Only,  
No Opinion Rendered As To Content.**




-  Occupied Space
-  SCDMH Space  
+/- 8871 SQ. FT
-  Available Space  
+/- 1509 SQ. FT

## OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

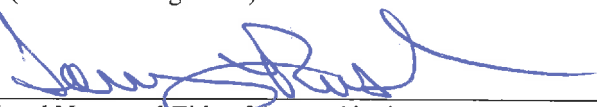
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Richland County Gov't	State Vendor No.
By (Authorized Signature) 	Date Executed 9/15/2015
Printed Name and Title of Person Signing Torrey Rush, Council Chair	[Not used]

**IRAN DIVESTMENT ACT OF 2014**  
**(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed) <i>Richland County Gov't</i>	Taxpayer Identification No.
By (Authorized Signature) 	State Vendor No.
Printed Name and Title of Person Signing <i>Torrey Rush, Council Chair</i>	Date Executed <i>9/15/2015</i>

**From:** [JOHN THOMPSON](#)  
**To:** [Joyce Dickerson](#); [Bill Malinowski](#); [Yvonne McBride](#); [Dalhi Myers](#); [Joe Walker](#); ["Joe Walker"](#)  
**Cc:** [Paul Livingston](#); [ALLISON TERRACIO](#); [Gwendolyn Kennedy](#); [Jim Manning](#); [Calvin Jackson](#); [Calvin Jackson](#); [CHAKISSE NEWTON](#); [LEONARDO BROWN](#); [ASHIYA MYERS](#); [ASHLEY POWELL](#); [JOHN THOMPSON](#)  
**Subject:** A&F Committee Follow-Up: Columbia Area Mental Health Lease Agreement Renewal – 2000 Hampton Street  
**Date:** Tuesday, June 2, 2020 2:52:28 PM

---

Good afternoon, the Honorable Members of the Administration and Finance Committee,

I am following up with you regarding the Committee's request for additional information concerning the Columbia Area Mental Health Lease Agreement Renewal – 2000 Hampton Street agenda item that was taken up at the May 21, 2020 meeting. Specifically, the Committee requested the annual costs for the County to render maintenance services at the facility. The Committee also requested for the state to explain their plans/efforts relative to finding a permanent location.

The annual maintenance cost for the mental health occupancy at 2000 Hampton Street is \$20,430. This includes the costs for electricity, water, and service agreements (HVAC, pest control, elevators, fire suppression/inspections, and surveillance system).

Regarding the Columbia Area Mental Health Center's (CAMHC) plans for a permanent location, I just spoke to Ms. Denise Morgan, who is the Executive Director of the CAMHC. She advised that the agency has not located a permanent space and that it is financially beneficial for them to be at 2000 Hampton Street. Moreover, she explains that it is a benefit to the citizens to access co-located services (i.e., mental health, health care, and dental services) at the facility. She reported that her office provided 10,000 services to 1,100 Richland County residents last year from the 2000 Hampton Street location. It is her desire for mental health services to remain in the building.

Ms. Morgan welcomes the opportunity to meet with you if it is the Committee's desire. Please let me know if you require additional information.

Best,

**John M. Thompson, Ph.D., MBA, CPM**

Assistant County Administrator  
 Richland County Government  
 Office of the County Administrator  
[Thompson.John@RichlandCountySC.gov](mailto:Thompson.John@RichlandCountySC.gov)  
 P 803-576-2054 F 803-576-2137  
 2020 Hampton St.  
 P.O. Box 192  
 Columbia, SC 29202  
[richlandcountysc.gov](http://richlandcountysc.gov)

**Confidential and Privileged:**

*Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and*

*destroy any copies, electronic, paper or otherwise, which you may have of this communication.*

# Richland County Council Request for Action

**Subject:**

Sweetwater Drive Culvert Repair Project

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council approve the award of the contract for the culvert repair beneath Sweetwater Drive to Vortex Services.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Synithia Williams, Stormwater Manager  
**Department:** Public of Works  
**Date Prepared:** April 08, 2020 **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 05, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 01, 2020
<b>Procurement Review:</b>	Jennifer Wladischkin via email	<b>Date:</b>	June 01, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Sweetwater Drive Culvert Repair Project		

**Recommended Action:**

Staff recommends awarding the contract for the culvert repair beneath Sweetwater Drive to Vortex Services.

**Motion Requested:**

Move to approve awarding the contract for the culvert repair beneath Sweetwater Drive to Vortex Services.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The Department of Public Works Stormwater Management Division budgets for drainage maintenance services. The estimate to do the repair is \$357,950. Funds are available in capital account 1208302200-532200 (Construction).

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	



### Discussion:

Sweetwater Drive is a county maintained road located off Old Leesburg Rd in Hopkins (Council District 11). A stream that connects Young's Pond with Jordan's Pond flows through four corrugated metal pipes (two 52" pipes and two 60" pipes) beneath Sweetwater Drive. The corrugated metal has deteriorated and is in need of replacement or repair. Pipe failure would undermine the road causing a massive blow out.

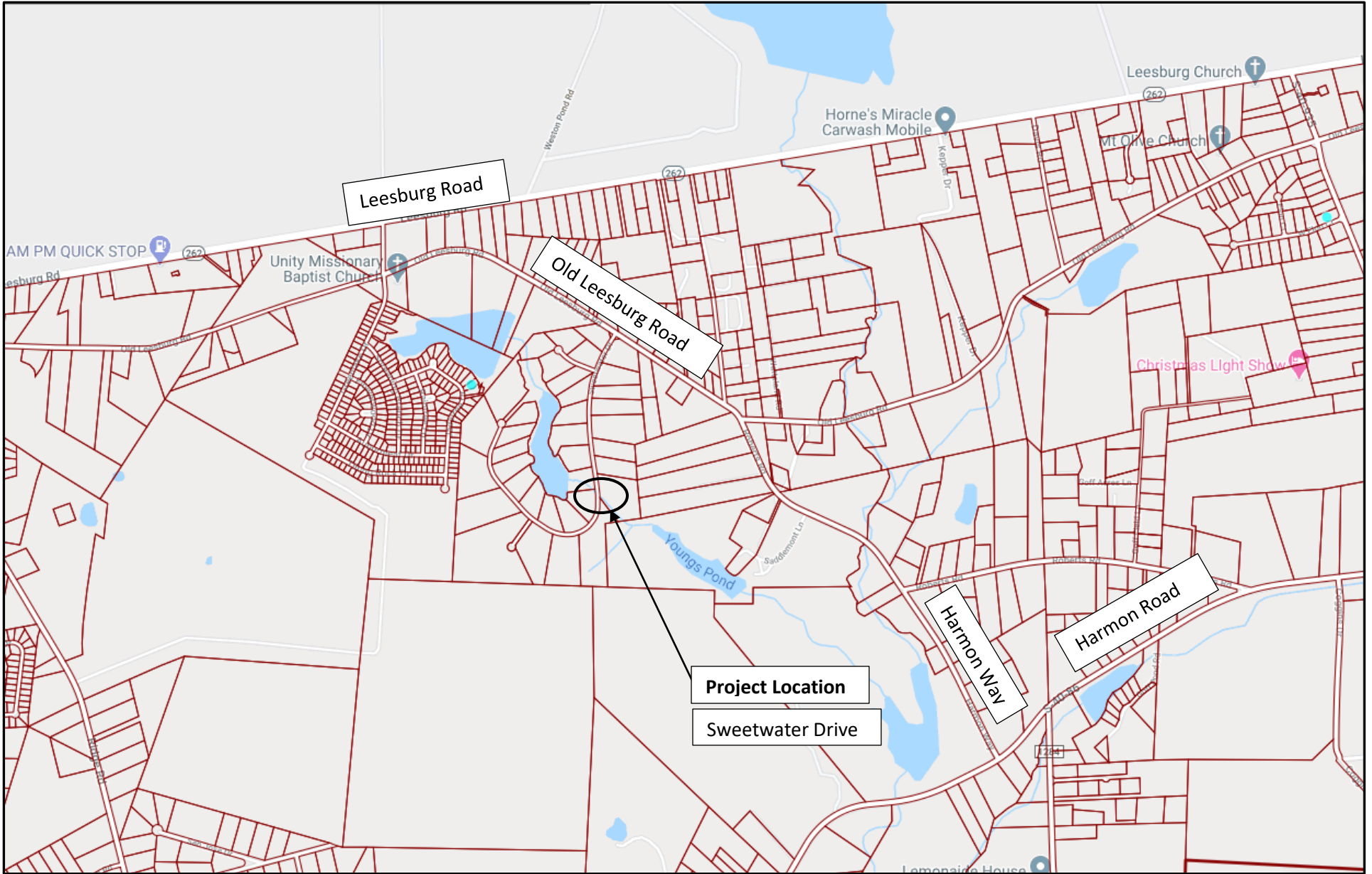
Replacing the four large pipes would require closing Sweetwater Drive during the project. Sweetwater Drive is a dead end road. Road closure would prevent access for residents and emergency vehicles to houses along the road. Repairing the pipes using a spray application of specified structural GeoKrete liner, similar to reinforced concrete, is the most effective way to repair the pipes with minimal disruption to the residents along Sweetwater Dr.

Vortex Services has the ability to install a spray application of specified structural. Vortex Services is a member of the Purchasing Cooperative of America Contract (PCA). PCA is similar to state contract and is approved across the United States. PCA offers a wide range of competitively priced contracts for goods and services.

The estimate to do the repair is \$357,950. This is an estimate based off information provided to Vortex Services by the Department of Public Works of current field conditions. Due to Vortex Services being a member of a national purchasing agreement the estimate is based off a national cost to provide the services. Once Vortex completes a survey of the area it is anticipated that the final cost to complete the work will be lower than the estimate.

### Attachments:

1. Site map



**Location Map**

## Richland County Council Request for Action

**Subject:**

Melody Garden Stream/Ditch Stabilization Construction Contract

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council approve the award of the contract for construction of the Melody Gardens Ditch/Stream Stabilization project to HammerHead Utilities.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Synithia Williams, Stormwater Manager

**Department:** Public Works

**Date Prepared:** June 01, 2020

**Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 05, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 01, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	Jne 01, 2020
<b>Procurement Review</b>	Jennifer Wladischkin via email	<b>Date:</b>	June 01, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Melody Garden Stream/Ditch Stabilization Construction Contract		

**Recommended Action:**

Staff recommends awarding the contract for construction of the Melody Gardens Ditch/Stream Stabilization project to HammerHead Utilities.

**Motion Requested:**

Move to approve awarding the contract for construction of the Melody Gardens Ditch/Stream Stabilization project to HammerHead Utilities.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The Department of Public Works Stormwater Management Division currently has \$184,002.50 budgeted and encumbered from account 1208302200-5322(Construction) for construction of the project.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

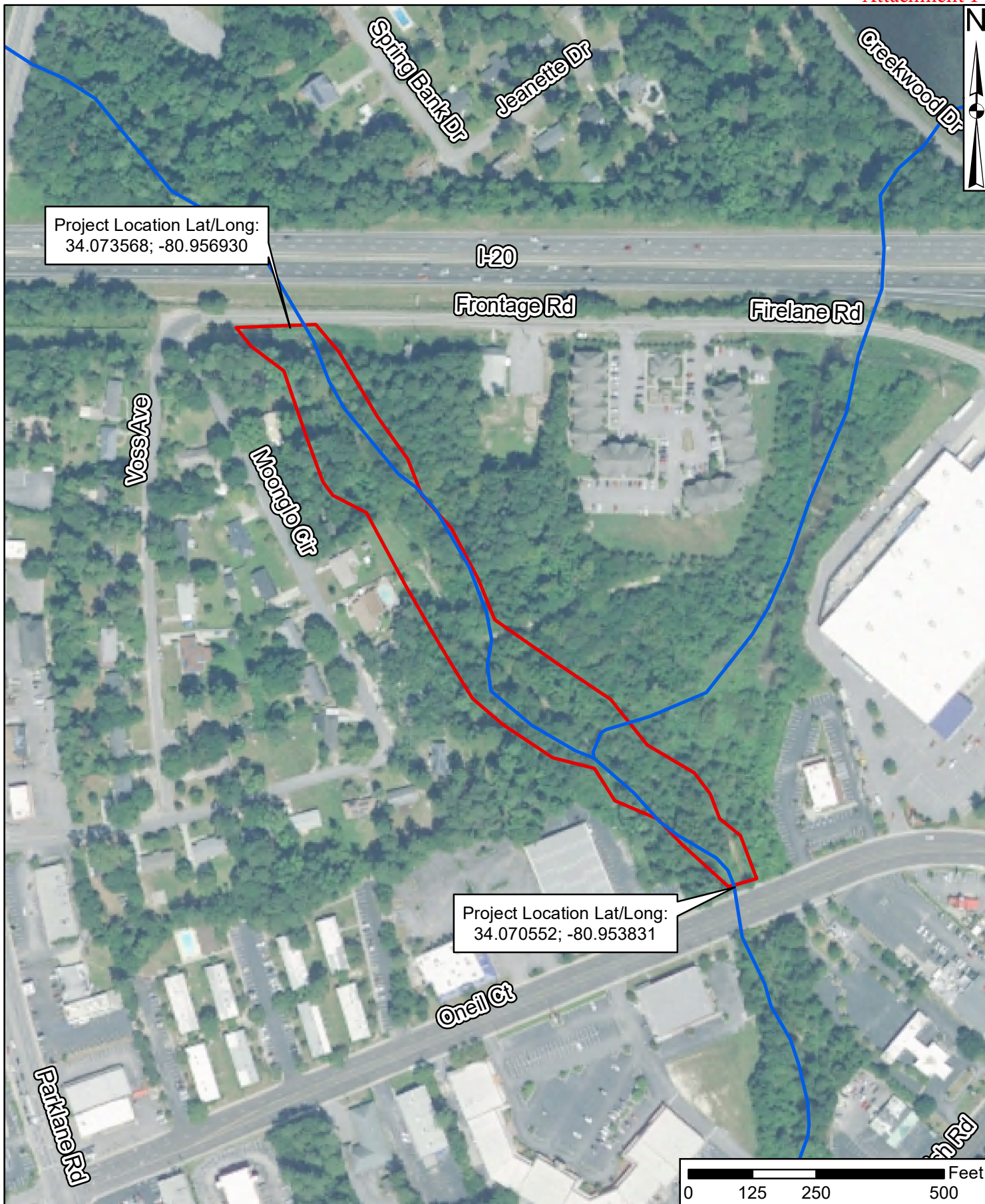
The Stormwater Management Division requested bids for the construction of the installation of stabilization measures along approximately 1,700 linear feet of stream that has experienced a significant amount of erosion and sedimentation. The Melody Gardens project was added to the Stormwater Capital Projects List and was ranked against other Capital Projects using the Project Matrix developed as part of the Stormwater 25 Year Strategic Plan.




The project area extends from upstream of Interstate 20 Bridge crossing near Parklane Road and continue through the backside of Melody Gardens Subdivision to the bridge crossing at O'Neil Court (Council District 3). The proposed project will install vegetated soil lifts and conduct floodplain grading (primarily along the left bank slope) to increase bank stability, reduce erosion for homeowners, and provide a small improvement in floodplain relief.

The stabilization project was designed by KCI Technologies, Inc. Request for Bids RC-344-B-2020 was issued on April 7, 2020. Six bids were received with HammerHead Utilities as the lowest, responsive, responsible bidder. Their bid of \$172,550 was 14% less than the engineer's estimate. HammerHead Utilities is a Columbia based construction company.

### Attachments:

1. Melody Gardens Project Site Map
2. RC-344-B-2020 Bid Tabulation



 <p>Civil Engineering Consulting Services, Inc.</p>	<p>Melody Gardens Stream Stabilization</p> <p>Richland County Public Works February 2020</p>	<p><b>Legend</b></p> <p> Hydro breakline</p> <p> Project Study Area (4.21 Acres)</p>	<p>HYDRO BREAKLINE</p> <p>Richland County</p> <p>Figure 8 of 9</p>
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**Submitted Bids**

<b>Business</b>	<b>Status</b>	<b>Bid Alternate</b>	<b>Bid Total</b>	<b>Submitted at</b>	<b>Signed by</b>
Greener Habitats, Inc.	Responsive	\$684.00	\$390,000.00	5/6/2020 1:40:25 PM	Chad Hoffman
AOS Specialty Contractors, Inc.	Responsive	\$730.50	\$374,160.00	5/6/2020 2:02:30 PM	Joni Peterson
Shady Grove Construction, LLC	Responsive	\$500.00	\$272,263.00	5/6/2020 11:48:00 AM	Erica Richardson
HammerHead Utilities	Responsive	\$515.00	\$172,550.00	5/6/2020 11:10:48 AM	Jason Prouse
L - J, Inc.	Responsive	\$3,365.00	\$356,750.00	5/6/2020 10:25:29 AM	Mike Lever
Martin & Son Contracting, Inc.	Responsive	\$820.00	\$313,100.00	5/6/2020 10:47:20 AM	Dwayne Martin, President

## Richland County Council Request for Action

**Subject:**

Replacement of Metal Storage Building at the Eastover Camp for the Department of Public Works, Roads and Drainage Divisions

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council approve the award of a contract to construct a new metal building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division.





**Agenda Briefing**

**Prepared by:** Stephen Staley PE, County Engineer  
**Department:** Public Works  
**Date Prepared:** June 02, 2020 **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 08, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 05, 2020
<b>Procurement Review</b>	Jennifer Wladischkin via email	<b>Date:</b>	June 05, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee:** Administration & Finance  
**Subject:** Replacement of Metal Storage Building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division

**Recommended Action:**

Staff recommends awarding the contract to Hoover Metal Buildings for a new metal storage building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division. See Attachment 1 for plans and specifications.

**Motion Requested:**

“I move that County Council approve the award of a contract to construct a new metal building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division.”

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The Department of Public Works Roads and Drainage Division budgeted \$225,000 for a replacement metal building. The funds are allocated in account 1216302000-532200 (Construction).

**Motion of Origin:**

This action did not originate with a County Council Motion, but funds were appropriated in the Construction portion of the FY-20 Operating Budget.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### **Discussion:**

The Department of Public Works, Roads and Drainage Division is in need of a new metal storage building to store its large equipment. Ever since 2012 when a large snow storm caused the existing storage building to collapse, the Eastover Camp has needed a new storage building. Currently equipment is out in the elements and needs to be protected to ensure the longest life possible. Equipment to be stored include Dump Trucks, Backhoes, Slope Mowers, Skid Steer and a few smaller items such as the De-Ice tank, Zero Turn Mower, chainsaws, and weed eaters. The new building will also have a tool room to store miscellaneous small hand tools.

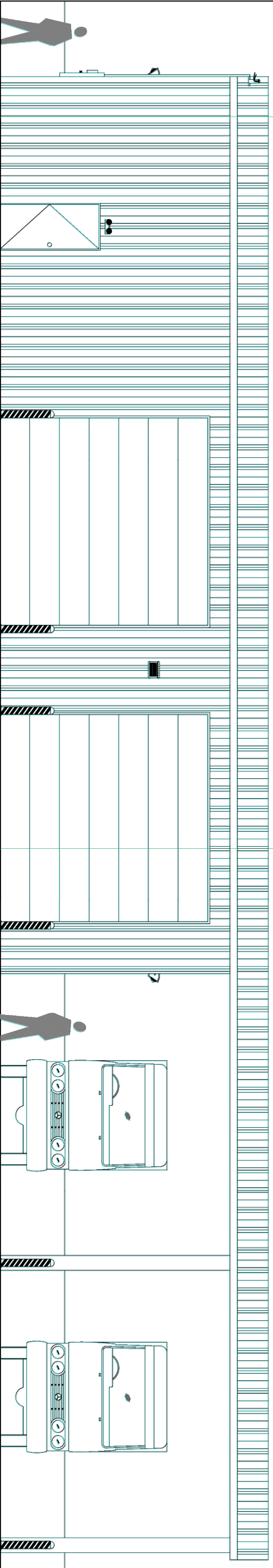
Bids were solicited from qualified contractors under RC-337-B-2020 following the County's procurement guidelines and Hoover Metal Buildings was deemed the lowest, responsive, responsible bidder with a bid amount of \$198,688. See Attachment 2 for the Procurement Department's recommendation.

### **Attachments:**

1. Metal Building Plans and Specifications
2. Letter of Recommendation

# RICHLAND COUNTY PUBLIC WORKS

## EASTOVER CAMP



**RICHLAND COUNTY**  
DEPARTMENT OF PUBLIC WORKS

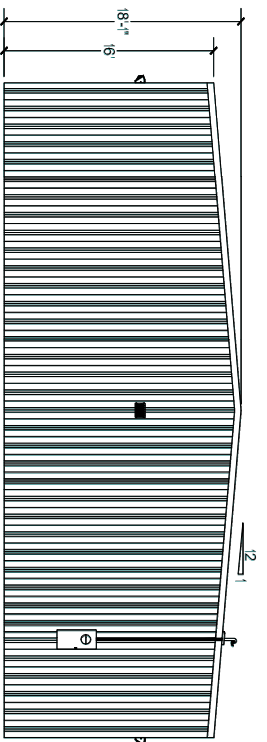
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DATE: 2/7/2020

DRAWN: ZDG  
CHECK:

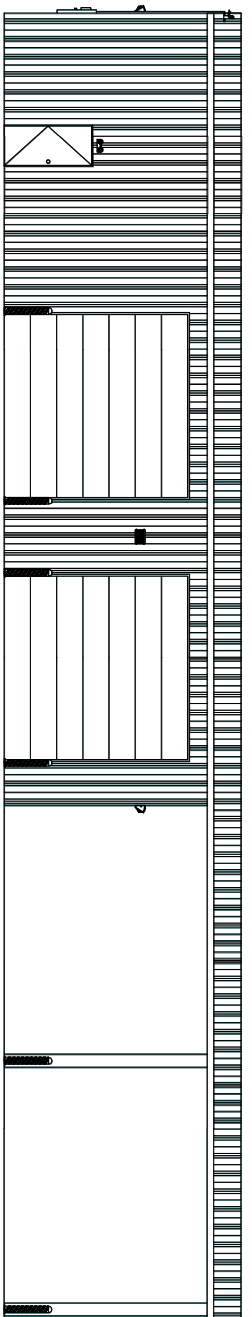
COVER SHEET

PROPOSED METAL  
BUILDING

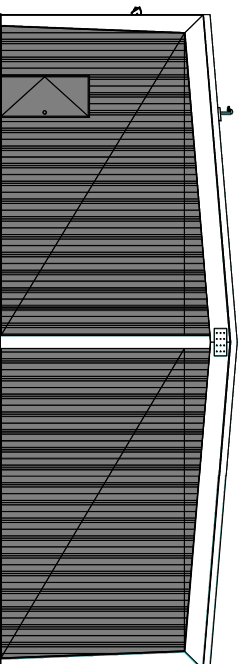
DRAWING: 1 OF 2



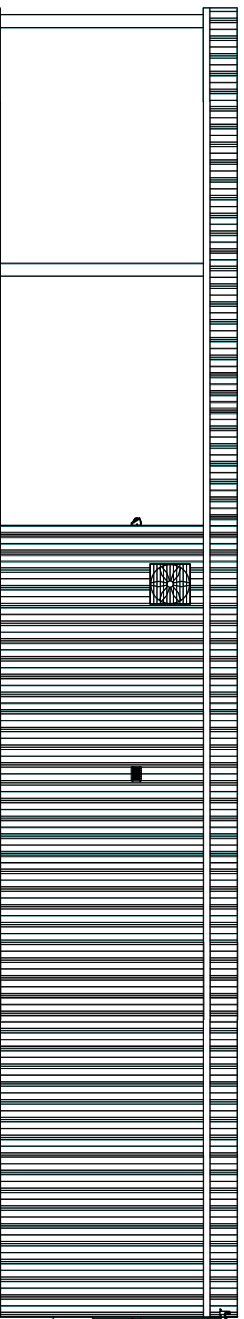
LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



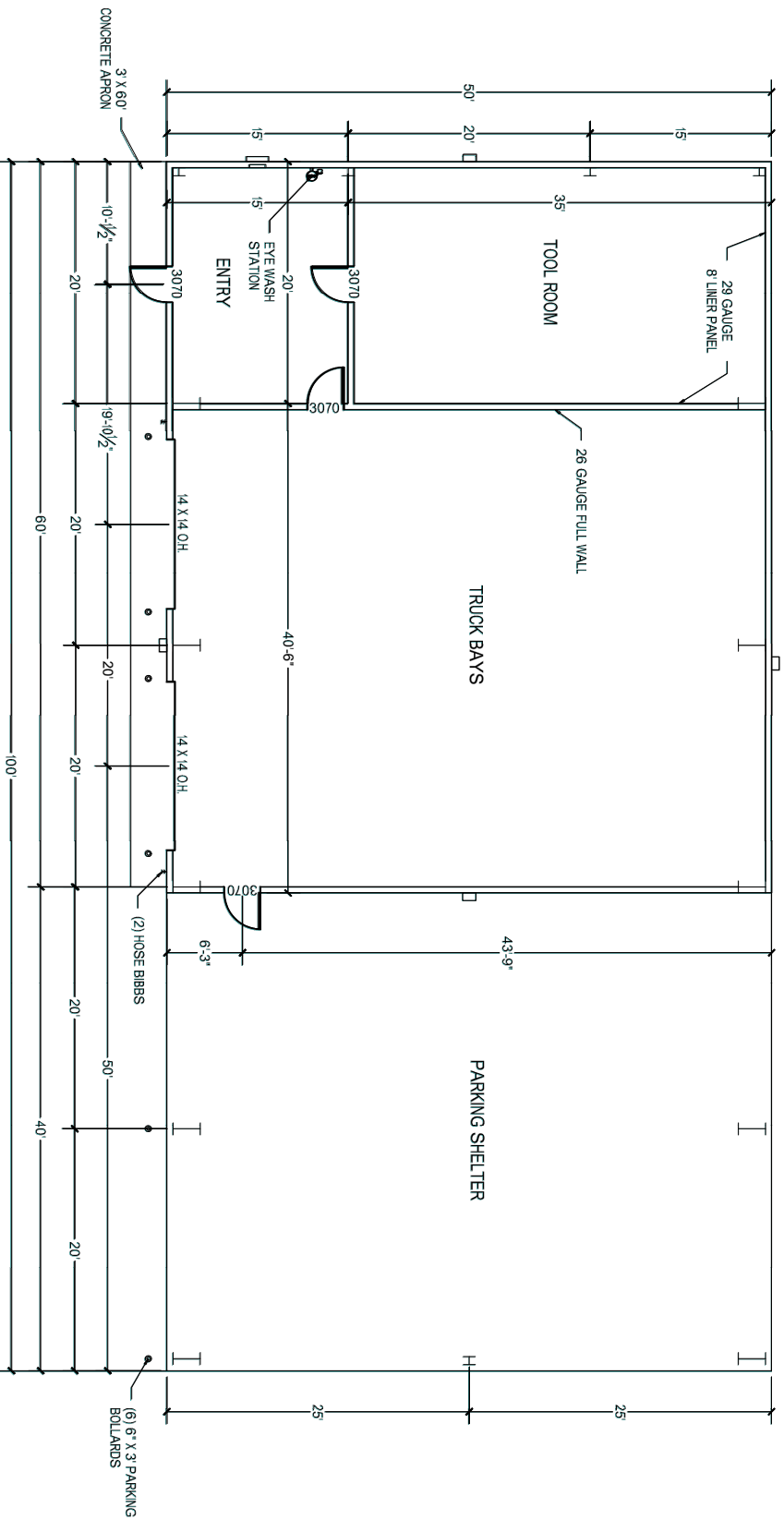
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



REAR ELEVATION  
SCALE: 1/8" = 1'-0"



FLOOR PLAN  
SCALE: 1/8" = 1'-0"



**RICHLAND COUNTY**  
DEPARTMENT OF PUBLIC WORKS

SCALE: NOT TO SCALE  
DATE: 2/7/2020  
DRAWN: ZDG  
CHECK:

FLOOR PLAN & ELEVATIONS

PROPOSED METAL BUILDING  
DRAWING: 2 OF 2

**RICHLAND COUNTY FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

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

Attachment 2



May 28, 2020

To: Stephen Staley, County Engineer  
Re: RC-337-B-2020 Eastover Camp Building

Dear Mr. Staley,

A bid opening was held at 2:00 PM on Friday, May 15, 2020 via Bid Express. Procurement has reviewed the seven (7) submitted bids for the project. The bids received were as follows.

<b>Submitted Bids</b>			
<b>Business</b>	<b>Status</b>	<b>Bid Total</b>	<b>Submitted at</b>
M. Dillon Construction Inc.	Responsive	\$235,735	5/15/2020 1:59:18 PM
Hoover Metal Buildings	Responsive	\$198,688	5/14/2020 9:36:38 AM
Berenyi, Inc.	Responsive	\$312,412.20	5/15/2020 1:44:53 PM
Tyler Construction Group, Inc.	Responsive	\$380,750	5/15/2020 8:57:49 AM
Lynam Construction LLC	Responsive	\$249,527	5/15/2020 8:26:17 AM
Solid Structures	Responsive	\$246,527	5/14/2020 3:01:35 PM
CARBRA Construction and Design Inc	Responsive	\$259,386	5/15/2020 1:55:11 PM

Further review shows that Hoover Metal Buildings is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A mandatory virtual Pre-Bid Conference was held at 10:00 AM on April 30, 2020 via Zoom, 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. Additionally, a mandatory walk through was conducted and you provided the log, also attached.

Attached is a final bid tab sheet for your reference. The second lowest bidder applied and qualified for the Local Vendor Preference. Upon a 5% reduction in their bid total, Hoover Metal Buildings was still the lowest, responsive, responsible bidder and therefore they are recommended for award.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Wladischkin".

Jennifer Wladischkin, CPPM  
Manager of Procurement

**Submitted Bids**

<b>Business</b>	<b>Status</b>	<b>Bid Alternate</b>	<b>Bid Total</b>	<b>Submitted at</b>	<b>Signed by</b>
M. Dillon Construction Inc.	Responsive	\$9,111.00	\$235,735.00	5/15/2020 1:59:18 PM	David Truluck
Hoover Metal Buildings	Responsive	\$10,650.00	\$198,688.00	5/14/2020 9:36:38 AM	Danny Hoover
Berenyi, Inc.	Responsive	\$12,525.80	\$312,412.20	5/15/2020 1:44:53 PM	C. Scott Horton
Tyler Construction Group, Inc.	Responsive	\$22,750.00	\$380,750.00	5/15/2020 8:57:49 AM	Greg Tyler
Lynam Construction LLC	Responsive	\$9,850.00	\$249,721.00	5/15/2020 8:26:17 AM	Michael Curti
Solid Structures	Responsive	\$7,527.00	\$246,527.00	5/14/2020 3:01:35 PM	Blake Berkley
CARBRA Construction and Design Inc	Responsive	\$15,716.00	\$259,386.00	5/15/2020 1:55:11 PM	Betty S. Price

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

<b>Project #: RC-337-B-2020</b>	<b>Project Name: Eastover Camp Building</b>		<b>Date: April 30, 2020</b>
			<b>Time: 10:00 AM</b>
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County Procurement	Jennifer Wladischkin		
Richland County Public Works	Stephen Staley		
Richland County Public Works	Michael Muloney		
Tyler Construction	Charlie White		
Solid Structures	Blake Berkley		
Hoover Building	Tiffany Stroud		
Lyman Construction	Michael Curti		
Lyman Construction	Bill Lyman		
M Dillon Constuction	David Truluck		
GMK Associates	Tom Weiland		
Berenyi Inc.	John Merkel		
Berenyi Inc.	Scott Horton		
Crescent Structures	Blake Feathersten		
Hayco Construction	Gus Smith		
Hoover Building	Danny Hoover		
Carbra Construction	Carmen Jordan		
Carbra Construction	Betty Price		

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

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

<b>Project #: RC-337-B-2020</b>	<b>Project Name: Eastover Camp Building- site visits</b>	
<b>COMPANY NAME</b>	<b>REPRESENTATIVE</b>	<b>RICHLAND COUNTY</b>
Hayco Construction	Gus Smith	Stephen Staley
Carbra Construction	Betty Price	Stephen Staley
Crescent Structures	Blake Featherstun	Stephen Staley
Tyler Construction	Charlie White	Stephen Staley
Lynam Construction	Zeke Lynam	Stephen Staley
MDC	David Truluck	Stephen Staley
Berenyi	John Merkel	Stephen Staley
Solid Structures	Blake Berkley	Stephen Staley
Hoover Buildings	Danny Hoover	Stephen Staley
Hoover Buildings	Tiffany Hoover	Stephen Staley



CCB1044464

STATE OF SOUTH CAROLINA  
DEPARTMENT OF LABOR, LICENSING AND REGULATION  
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G15981

The following licensee:

**HOOVER METAL BUILDINGS INC**  
1120 OLD TWO NOTCH RD  
LEXINGTON SC 29073-8840

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

**GENERAL CONTRACTOR**  
for the Classification(s) and Group Limitation shown below:

BD4

\*\*\* Group Number and Dollar Limitations: \*\*\*  
The number after your 2-letter classification(s) above is your Group#  
Group #1 - \$50,000      Group #3 - \$500,000  
Group #2 - \$200,000    Group #4 - \$1,500,000  
Group #5 - \$Unlimited

EXPIRATION DATE: ..... 10/31/2020  
Effective License Issue: 09/19/2018  
Initial License Date: ..... 10/12/1994

Qualifying Party(s): DANIEL J HOOVER, TED HOOVER

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

*Roger S. Hoover*  
Administrator

CCB1044464

\*\*\* LICENSE# - G15981 \*CCB1044464

South Carolina Department of Labor, Licensing and Regulation

SC Contractor's Licensing Board  
**GENERAL CONTRACTOR**  
**HOOVER METAL BUILDINGS INC**

1120 OLD TWO NOTCH RD  
LEXINGTON SC 29073-8840

is certified to practice the following:  
BD4

Effective License Date: ..... 09/19/2018  
Initial License Date: ..... 10/12/1994  
EXPIRATION DATE: ..... 10/31/2020

\*\*\* LICENSE# - G15981 \*\*\*

EXPIRATION DATE: 10/31/2020

**GENERAL CONTRACTOR**  
**HOOVER METAL BUILDINGS INC**

is certified to practice the following:  
BD4

License Classification(s) is the 2 letters in front of number  
License Group# Limit is number after 2-letter classification  
(see Letter Abbreviation Key & Group Limit on back)

Qualifying Party(s): DANIEL J HOOVER, TED HOOVER

*Roger S. Hoover*  
Administrator

## Richland County Council Request for Action

**Subject:**

Contract Award, RC-336-B-2020, Riverwalk and Stockland Drive Resurfacing

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council to direct staff to engage the CTC to determine, moving forward, and including this particular project, how they determine what funds should be provided to Richland County to have roads taken care of. In addition, if we can ask them to set aside this funding for what Richland County believes is the best use of the funding.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Jennifer Wladischkin, Manager  
**Department:** Finance – Procurement Division  
**Date Prepared:** June 04, 2020 **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 08, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 05, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Contract Award, RC-336-B-2020, Riverwalk and Stockland Drive Resurfacing		

**Recommended Action:**

County staff recommends that County Council approve the award of a construction contract with Palmetto Corps of Conway in the amount of \$430,009.30 for the resurfacing of Riverwalk and Stockland Drive in the Riverwalk Subdivision.

**Motion Requested:**

“I move that County Council approve the recommendation of staff to award a construction contract to Palmetto Corps of Conway for the Asphalt Resurfacing repairs of Riverwalk and Stockland Drive in the Riverwalk Subdivision.”

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The project will be funded by the County Transportation Committee (CTC) for paving project C PCN PO39479. There should be no fiscal impact to Richland County’s operating budget.

**Motion of Origin:**

This project did not originate with a Council motion.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

This project request for paved road repair and resurfacing originated with citizens directly approaching the County Transportation Committee (CTC). The County's Transportation Department - Penny Program staff has stated that these roads were not on any of the upcoming resurfacing project packages. The CTC asked County staff to prepare a cost estimate for the improvements. This estimate, along with mapping was provided to the CTC (see attached).

The cost estimate was submitted and approved for funding by the Richland County Transportation Committee (CTC) at an estimated \$694,508.40. Bids were requested from qualified contractors under RC-336-B-2020 and there were five submittals. Two submittals did not meet the SLBE participation goal of 34% and were deemed non-responsive. Palmetto Corp of Conway's bid of \$430,009.30 was the lowest responsive bid and was 38% below the Engineer's Estimate of \$694,508.40 for the project. A review of the low bid also shows a commitment of 34.06% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 34% 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

Attachment 1



June 1, 2020

To: Gary Barton, Engineer Associate II  
CC: Erica Wade, Manager of OSBO Stephen Staley,  
County Engineer  
Re: RC-336-B-2020 Riverwalk & Stockland Resurfacing

Dear Mr. Barton

A bid opening was held at 3:30 AM on Wednesday, April 22, 2020 at the Richland County Office of Procurement at 2020 Hampton Street for the Riverwalk Way & Stockland Road Resurfacing Project. Procurement & OSBO have reviewed the five (5) 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 as well as Sloan Construction's bids did not include the required SLBE participation and did not include any good faith efforts. As a result, those bids are deemed non-responsive. The bids received were as follows.

BIDDER	SUBMITTED BID
Eurovia Atlantic Coast, LLC dba Blythe	409,279.10
Palmetto Corp of Conway	\$430,009.30
Sloan Construction	\$423,159.46
LYNCHEs RIVER CONTRACTING, INC.	\$520,644.10
Armstrong Contractors	545,782.50

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 11:00 AM on April 9, 2020 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 38% below the Engineer's Estimate of \$694,508.40 for the project. A review of the low bid also shows a commitment of 34.06% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 34% for this project.

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

Sincerely,

A handwritten signature in black ink that reads "Tyler George".

Tyler George  
Buyer

**Submitted Bids\***

<b>Business</b>	<b>Bid Total</b>	<b>Submitted at</b>	<b>Signed by</b>
LYNCHES RIVER CONTRACTING, INC.	\$520,644.10	2020-04-22 12:00:32PM	Thad Preslar
Palmetto Corp of Conway, Inc	\$430,009.30	2020-04-22 3:19:20PM	Shawn Godwin
Armstrong Contractors	\$545,782.50	2020-04-21 1:05:01PM	Scott Jordan
Sloan Construction	\$423,159.46	2020-04-22 2:54:03PM	J.Paul Edwards
Eurovia Atlantic Coast LLC, dba Blythe	\$409,279.10	2020-04-22 12:54:19PM	James Owings

\* Bids are under evaluation for responsiveness & responsibility.

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

<b>Project #: RC-336-B-2020</b>	<b>Project Name: Riverwalk Way &amp; Stockland Rd Resurfacing</b>		<b>Date: 4/9/2020</b>
			<b>Time: 11:00am</b>
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Tolleson	John Lewis		
Palmetto Corp	Keith Anderson		
Armstrong	Scott Jordan		
Public Works	Steven Staley		
WBE Traffic Control	Sherita		
RC Procurement	Jennifer Wladischkin		
RC Procurement	Tyler George		
Public Works	Gary Barton		
Forrest Whitfield	CR Jackson		
Taylor	CR Jackson		

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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](#)

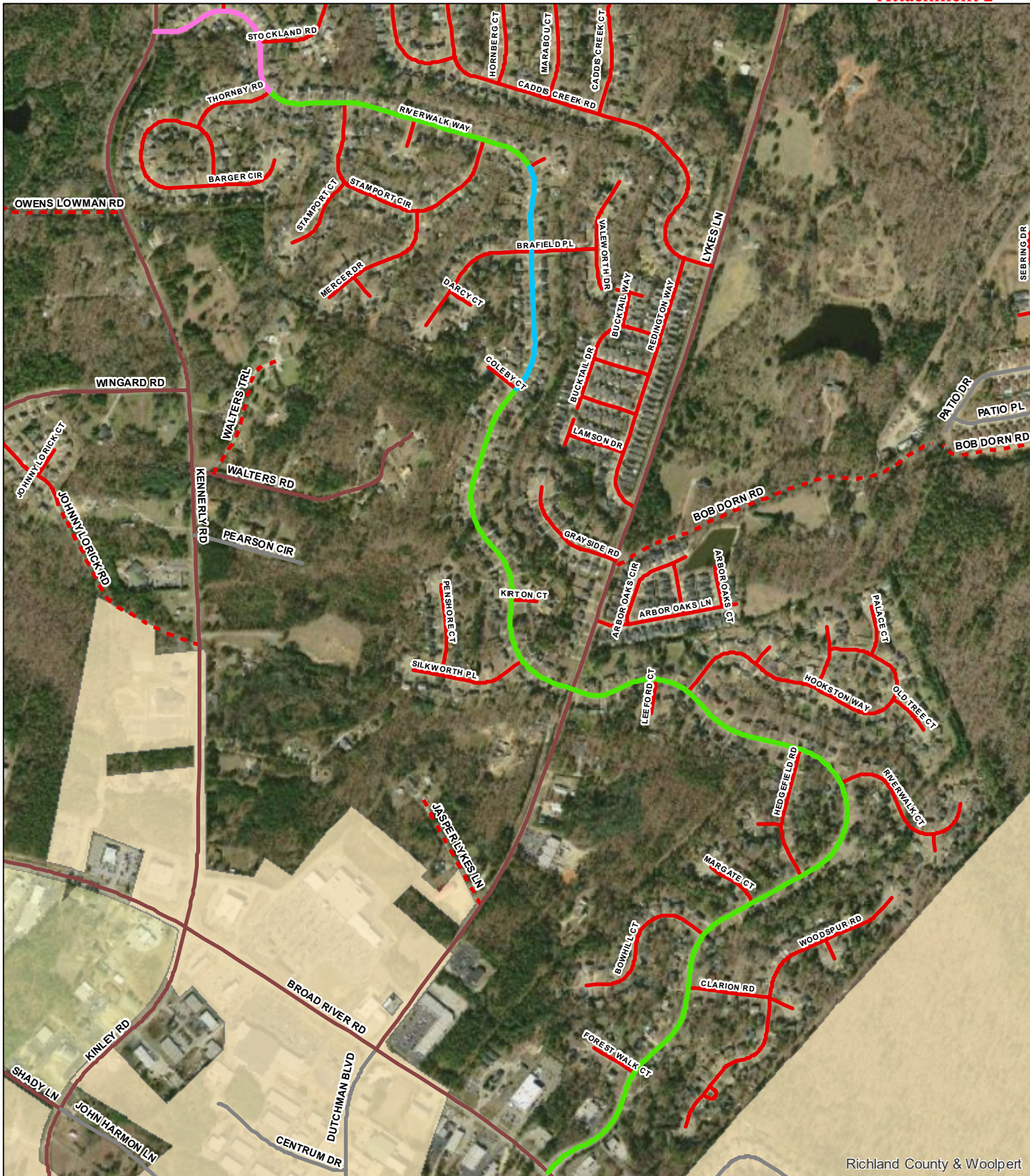
**Board Public Action History:**

View Orders

View Other License for this Person

No Orders Found





Richland County & Woolpert

### Riverwalk Way Paving Project

**Legend**

- Mill and Fill 2" Type C HMA
- 4" Full Depth Patch
- Penny Transportation Resurface Complete

**City of Columbia**

Columbia

**Roads**

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



1 in = 705 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





## Stockland Road Paving Project

### Legend

- Mill and Fill 2" Type C HMA
- 4" Full Depth Patch
- Parcels

### Roads

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



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



January 10, 2020

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 several improvement projects.

Per the CTC's approval, \$63,132.00 was allocated for local paving project **C PCN P039477**. This project is described as resurface the intersection at Miles Road and Three Bears Road.

Per the CTC's approval, \$258,571.80 was allocated for local paving project **C PCN P039478**. This project is described as repave worn and damaged asphalt on three roads within the Wildewood Subdivision.

Also, per the CTC's approval, \$694,508.40 was allocated for local paving project **C PCN P039479**. This project is described as resurface sections of Riverwalk Way and Stockland Road.

Please note that the Project Control Numbers (PCN) shown above will identify these projects 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 [Gearheartic@scdot.org](mailto:Gearheartic@scdot.org).

Sincerely,

Gearheart,  
Ivana C.

Digitally signed by Gearheart,  
Ivana C.  
Date: 2020.01.10 14:56:39 -0500

Ivana Gearheart  
C Program Administration

Enclosures

## Richland County Council Request for Action

**Subject:**

Airport Construction Contract Award Recommendations

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council to conditionally approve award of a construction contract in the amount of \$500,211 to AOS Specialty Contractors for Schedule III work items of the project known as “Various Airport Site-Civil Improvements” at the Jim Hamilton – LB Owens Airport. And that Richland County Council conditionally approve award of a professional services contract in an amount not to exceed \$131,010 to WK Dickson for associated Construction Administration / Construction Observation (CA / CO) services. The condition for award is the issuance of an FAA Airport Improvement Program (AIP) Grant.”



**Agenda Briefing**

**Prepared by:** Christopher S. Eversmann, AAE, Airport General Manager

**Department:** Public Works – Airport

**Date Prepared:** June 09, 2020

**Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 17, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 09, 2020

**Approved for Consideration:** Assistant County Administrator John M. Thompson, Ph.D., MBA, CPM  
**Committee:** Administration & Finance Committee

**Subject:** Airport construction contract award recommendations

**Recommended Action:**

Staff recommends that Richland County Council conditionally approve award of a construction contract in the amount of \$500,211 to AOS Specialty Contractors for Schedule III work items of the project known as “Various Airport Site-Civil Improvements” at the Jim Hamilton – LB Owens Airport. And that Richland County Council conditionally approve award of a professional services contract in an amount not to exceed \$131,010 to WK Dickson for associated Construction Administration / Construction Observation (CA / CO) services. The condition for award is the issuance of an FAA Airport Improvement Program (AIP) Grant.

**Motion Requested:**

“I move that Richland County Council conditionally approve award of a construction contract in the amount of \$500,211 to AOS Specialty Contractors for Schedule III work items of the project known as “Various Airport Site-Civil Improvements” at the Jim Hamilton – LB Owens Airport. And that Richland County Council conditionally approve award of a professional services contract in an amount not to exceed \$131,010 to WK Dickson for associated Construction Administration / Construction Observation (CA / CO) services. The condition for award is the issuance of an FAA Airport Improvement Program (AIP) Grant.”

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The funding for this project will be provided by grant funds as follows:

Federal (FAA)	\$645,646	AIP Grant 026-2020	100% funding
---------------	-----------	--------------------	--------------

Federal funds are programmed to be issued in AIP Grant 3-45-0017-026-2020.

Because of the Federal CARES Act, this year’s Airport Improvement Program (AIP) projects will be 100% Federally funded. There is no requirement for matching State or Local funds for this year only.

**Motion of Origin:**

This request did not originate with a motion by a member of County Council.

Council Member	
Meeting	
Date	

**Discussion:**

Project survey, design and advertisement of the project was completed by our Airport Engineering Consultant, WK Dickson, as funded by our annual Airport Improvement Program (AIP) grant from a previous Federal Fiscal Year (FY). This is the second phase of this project. After completion of this project, there will be two remaining, stand-alone phases available for construction in the future, depending upon the future availability of Federal funding.

The project was properly advertised for a 30-day period in 2019, and three bids were received. AOS Specialty Contractors was the lowest, responsive, responsible bidder for this work schedule. This bid has been reviewed by the Project Engineer, is consistent with the Engineer’s estimate, and is recommended for award to AOS Specialty Contractors. The potential Contractor has formally indicated that they will honor their bid from 2019.

**Attachments:**

1. Bid Tabulation
2. WK Dickson Work Authorization (WA) Number 06

**BID TABULATIONS**  
**Various Airport Site-Civil Improvements**  
**Jim Hamilton-L.B. Owens Airport (CUB)**  
**WKD #20180391.00.CA**  
**Richland County Solicitation #RC-199-B-2019**

	AOS Specialty Contractors, Inc.	Taylor Brothers Construction, Inc.	Lindler's Construction of S.C., LLC.
Subtotal Bid - Schedule I - Phase I (Work Areas 1, 2 & 3)	\$567,052.00	\$885,440.00	\$599,390.00
Subtotal Bid - Schedule II - Phase II (Work Areas 4, 5 & 6)	\$565,868.00	\$521,872.50	\$798,123.00
Subtotal Bid - Schedule III - Phase III (Work Areas 7, 8 & 9)	\$500,211.00	\$639,290.00	\$673,110.00
Subtotal Bid - Schedule IV - Phase IV (Work Area 10)	\$224,875.00	\$271,975.00	\$262,300.00
<b>Total Bid</b> (Schedule I + Schedule II + Schedule III + Schedule IV)	<b>\$1,858,006.00</b>	<b>\$2,318,577.50</b>	<b>\$2,332,923.00</b>
<b>Maximum Total Bid, including Additives</b> (Schedule I + Schedule II + Schedule III+Additive + Schedule IV+Additive)	<b>\$1,969,211.00</b>	<b>\$2,348,067.50</b>	<b>\$2,522,723.00</b>

I hereby certify that this tabulation of bids received June 20, 2019 is true and correct to the best of my knowledge.

  
 \_\_\_\_\_  
 Terry A. Macaluso, PE - Vice President



**BID TABULATIONS**  
**Various Airport Site-Civil Improvements**  
**Jim Hamilton-L.B. Owens Airport (CUB)**  
**WKD #20180391.00.CA**  
**Richland County Solicitation #RC-199-B-2019**

**Schedule I - Phase I (Work Areas 1, 2 & 3)**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction		Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	GP-105	Mobilization	1	LS	\$98,705.00	\$98,705.00	\$80,000.00	\$80,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	3000	SY	\$15.00	\$45,000.00	\$7.00	\$21,000.00	\$15.00	\$45,000.00
3	P-101	Remove Curb and Gutter	95	LF	\$9.00	\$855.00	\$100.00	\$9,500.00	\$30.00	\$2,850.00
4	P-101	Relocate Light Pole	1	LS	\$5,327.00	\$5,327.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
5	P-101	Relocate Existing Mail Box	1	LS	\$63.00	\$63.00	\$500.00	\$500.00	\$500.00	\$500.00
6	P-101	Disconnect and Remove Existing Loop Detector from Gate Operator	2	EA	\$188.00	\$376.00	\$500.00	\$1,000.00	\$3,500.00	\$7,000.00
7	P-101	Remove/Reinstall Concrete Parking Blocks	8	EA	\$65.00	\$520.00	\$55.00	\$440.00	\$120.00	\$960.00
8	P-101	Remove Existing Drop Inlet	1	LS	\$809.00	\$809.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
9	P-101	Adjust Existing In Pave Utility/Valve Box	5	EA	\$127.00	\$635.00	\$500.00	\$2,500.00	\$700.00	\$3,500.00
10	P-101	Adjust Existing In Pave Meter Box	1	EA	\$127.00	\$127.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
11	010664	Provide and Install Concrete Curb/Wheel Stop	15	EA	\$84.00	\$1,260.00	\$55.00	\$825.00	\$100.00	\$1,500.00
12	071803	8" Dia. Steel Bollard	2	EA	\$780.00	\$1,560.00	\$800.00	\$1,600.00	\$1,200.00	\$2,400.00
13	110263	Operator	80	LF	\$56.00	\$4,480.00	\$40.00	\$3,200.00	\$70.00	\$5,600.00
14	329305	Transplant Existing Tree	1	EA	\$6,261.00	\$6,261.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
15	P-152	GeoGrid	600	SY	\$5.00	\$3,000.00	\$10.00	\$6,000.00	\$10.00	\$6,000.00
16	P-152	Unclassified Excavation	1200	CY	\$10.00	\$12,000.00	\$15.00	\$18,000.00	\$25.00	\$30,000.00
17	P-152	Unsuitable Excavation	120	CY	\$13.00	\$1,560.00	\$50.00	\$6,000.00	\$45.00	\$5,400.00
18	P-152	Stockpiling	900	CY	\$5.00	\$4,500.00	\$12.00	\$10,800.00	\$10.00	\$9,000.00
19	P-156	Temporary Inlet Protection	3	EA	\$157.00	\$471.00	\$300.00	\$900.00	\$500.00	\$1,500.00
20	P-156	Temporary Construction Entrance	2	EA	\$4,516.00	\$9,032.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
21	P-156	Temporary Silt Fence	800	LF	\$5.00	\$4,000.00	\$4.50	\$3,600.00	\$6.00	\$4,800.00
22	P-156	Compost Filter Sock	400	LF	\$7.00	\$2,800.00	\$12.00	\$4,800.00	\$20.00	\$8,000.00
23	P-156	Temporary Seeding	1650	SY	\$1.00	\$1,650.00	\$0.50	\$825.00	\$1.00	\$1,650.00
24	P-209	Crushed Aggregate Base Course	1100	CY	\$82.00	\$90,200.00	\$25.00	\$27,500.00	\$100.00	\$110,000.00
25	P-501	Portland Cement Concrete Surface Coarse (6")	400	SY	\$107.00	\$42,800.00	\$225.00	\$90,000.00	\$75.00	\$30,000.00
26	P-602	Prime Coat	1200	GAL	\$8.00	\$9,600.00	\$4.00	\$4,800.00	\$6.00	\$7,200.00
27	P-603	Tack Coat	800	GAL	\$9.00	\$7,200.00	\$4.00	\$3,200.00	\$4.00	\$3,200.00
28	P-620	Permanent Pavement Reflectorized Markings (White)	650	SF	\$25.00	\$16,250.00	\$20.00	\$13,000.00	\$10.00	\$6,500.00
29	P-620	Permanent Pavement Reflectorized Markings (Yellow)	450	SF	\$25.00	\$11,250.00	\$20.00	\$9,000.00	\$10.00	\$4,500.00
30	P-620	Pavement Marking - Handicap Symbol (White/Blue)	2	EA	\$313.00	\$626.00	\$45.00	\$90.00	\$700.00	\$1,400.00
31	P-620	Pavement Marking - Straight Arrow (White)	1	EA	\$188.00	\$188.00	\$30.00	\$30.00	\$1,000.00	\$1,000.00
32	P-620	Pavement Marking - Right Turn Only (White)	1	EA	\$188.00	\$188.00	\$30.00	\$30.00	\$1,000.00	\$1,000.00
33	P-620	Pavement Marking - Black	600	SF	\$25.00	\$15,000.00	\$25.00	\$15,000.00	\$10.00	\$6,000.00
34	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, with Category 2 RAP	1000	TN	\$144.00	\$144,000.00	\$200.00	\$200,000.00	\$200.00	\$200,000.00
35	SCDOT 651	Traffic Sign -Single Panel, including break away U-channel post and foundation.	1	LS	\$420.00	\$420.00	\$300.00	\$300.00	\$700.00	\$700.00
36	SCDOT 651	Traffic Sign - Double Panel, including break away U-channel post and foundation.	1	LS	\$740.00	\$740.00	\$450.00	\$450.00	\$900.00	\$900.00
37	SCDOT 610	Traffic Control - Single Lane Closure Including Cones, Barrels, Barricades & Signage	1	LS	\$6,261.00	\$6,261.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
38	SCDOT 720	New Curb and Gutter	115	LF	\$35.00	\$4,025.00	\$30.00	\$3,450.00	\$50.00	\$5,750.00
39	T-901	Permanent Seeding (Mulched)	1600	SY	\$1.00	\$1,600.00	\$0.50	\$800.00	\$2.00	\$3,200.00
40	T-905	Topsoil Placement (includes 6" stripping and stockpile)	1600	SY	\$2.00	\$3,200.00	\$25.00	\$40,000.00	\$5.00	\$8,000.00
41	D-751	Proposed Doghouse Manhole	5	VF	\$1,165.00	\$5,825.00	\$3,000.00	\$15,000.00	\$1,000.00	\$5,000.00
42	D-751	Reinforced Concrete Inlet Slab with Neenah R-3475A	48	SF	\$56.00	\$2,688.00	\$5,500.00	\$264,000.00	\$60.00	\$2,880.00
<b>Sched I Subtotal</b>					<b>\$567,052.00</b>	<b>\$885,440.00</b>	<b>\$599,390.00</b>			

**BID TABULATIONS**

Various Airport Site-Civil Improvements  
 Jim Hamilton-L.B. Owens Airport (CUB)  
 WKD #20180391.00.CA  
 Richland County Solicitation #RC-199-B-2019

**Schedule II - Phase II (Work Areas 4, 5 & 6)**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.			Taylor Brothers Construction			Lindler's Construction of SC, LLC		
					Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Total	Corrected Totals
1	GP-105	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$29,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	1225	SY	\$15.00	\$18,375.00	\$18,375.00	\$7.00	\$8,575.00	\$8,575.00	\$15.00	\$18,375.00	\$18,375.00
3	P-101	Remove Chain-link Fence	145	LF	\$8.00	\$1,160.00	\$1,160.00	\$7.00	\$1,015.00	\$1,015.00	\$20.00	\$2,900.00	\$2,900.00
4	P-101	Remove Existing Rip-Rap	75	CY	\$44.00	\$3,300.00	\$3,300.00	\$50.00	\$3,750.00	\$3,750.00	\$100.00	\$7,500.00	\$7,500.00
5	P-101	Remove Existing 18" CCP	216	LF	\$24.00	\$5,184.00	\$5,184.00	\$30.00	\$6,480.00	\$6,480.00	\$20.00	\$4,320.00	\$4,320.00
6	P-101	Remove Existing 18" RCP	125	LF	\$24.00	\$3,000.00	\$3,000.00	\$30.00	\$3,750.00	\$3,750.00	\$20.00	\$2,500.00	\$2,500.00
7	P-101	Remove Existing 24" RCP	132	LF	\$28.00	\$3,696.00	\$3,696.00	\$30.00	\$3,960.00	\$3,960.00	\$24.00	\$3,168.00	\$3,168.00
8	P-101	Remove Existing 30" RCP	91	LF	\$28.00	\$2,554.00	\$2,548.00	\$50.00	\$4,550.00	\$4,550.00	\$30.00	\$2,730.00	\$2,730.00
9	P-152	Unclassified Excavation	700	CY	\$10.00	\$7,000.00	\$7,000.00	\$25.00	\$17,500.00	\$17,500.00	\$25.00	\$17,500.00	\$17,500.00
10	P-152	Unsuitable Excavation	110	CY	\$13.00	\$1,430.00	\$1,430.00	\$100.00	\$11,000.00	\$11,000.00	\$45.00	\$4,950.00	\$4,950.00
11	P-152	Stockpiling	700	CY	\$5.00	\$3,500.00	\$3,500.00	\$10.00	\$7,000.00	\$7,000.00	\$10.00	\$7,000.00	\$7,000.00
12	P-152	Gravel Excavation	150	CY	\$30.00	\$4,500.00	\$4,500.00	\$10.00	\$1,500.00	\$1,500.00	\$80.00	\$12,000.00	\$12,000.00
13	P-156	Temporary Rock Pipe Inlet Protection	3	EA	\$4,150.00	\$12,450.00	\$12,450.00	\$500.00	\$15,000.00	\$1,500.00	\$700.00	\$2,100.00	\$2,100.00
14	P-156	Temporary Check Dam	2	EA	\$152.00	\$304.00	\$304.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,500.00	\$9,000.00	\$9,000.00
15	P-156	Temporary Construction Entrance	3	EA	\$4,520.00	\$13,560.00	\$13,560.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$15,000.00	\$15,000.00
16	P-156	Temporary Silt Fence	250	LF	\$5.00	\$1,250.00	\$1,250.00	\$5.00	\$1,250.00	\$1,250.00	\$6.00	\$1,500.00	\$1,500.00
17	P-156	Compost Filter Sock	1800	LF	\$7.00	\$12,600.00	\$12,600.00	\$12.00	\$21,600.00	\$21,600.00	\$20.00	\$36,000.00	\$36,000.00
18	P-156	Erosion Control Matting	2650	SY	\$2.00	\$5,300.00	\$5,300.00	\$5.00	\$13,250.00	\$13,250.00	\$7.00	\$18,550.00	\$18,550.00
19	P-156	Temporary Seeding	6500	SY	\$1.00	\$6,500.00	\$6,500.00	\$0.50	\$3,250.00	\$3,250.00	\$1.00	\$6,500.00	\$6,500.00
20	P-159	Rip-Rap Outlet Protection with filter fabric, Class B	190	CY	\$89.00	\$16,910.00	\$16,910.00	\$75.00	\$14,250.00	\$14,250.00	\$150.00	\$28,500.00	\$28,500.00
21	P-159	Rip-Rap Weir with filter fabric, Class A	25	CY	\$150.00	\$3,750.00	\$3,750.00	\$75.00	\$1,875.00	\$1,875.00	\$180.00	\$4,500.00	\$4,500.00
22	P-209	Crushed Aggregate Base Course	650	CY	\$82.00	\$53,300.00	\$53,300.00	\$25.00	\$15,125.00	\$16,250.00	\$120.00	\$78,000.00	\$78,000.00
23	P-501	Sleeper Slab	40	SY	\$160.00	\$6,400.00	\$6,400.00	\$150.00	\$6,000.00	\$6,000.00	\$200.00	\$8,000.00	\$8,000.00
24	P-602	Prime Coat	450	GAL	\$8.00	\$3,600.00	\$3,600.00	\$1.85	\$832.50	\$832.50	\$6.00	\$2,700.00	\$2,700.00
25	P-603	Tack Coat	300	GAL	\$9.00	\$2,700.00	\$2,700.00	\$1.85	\$555.00	\$555.00	\$4.00	\$1,200.00	\$1,200.00
26	P-620	Permanent Pavement ReflectORIZED Markings (Yellow)	100	SF	\$25.00	\$2,500.00	\$2,500.00	\$20.00	\$2,000.00	\$2,000.00	\$10.00	\$1,000.00	\$1,000.00
27	P-620	Pavement Marking - Black	165	SF	\$25.00	\$4,125.00	\$4,125.00	\$25.00	\$4,125.00	\$4,125.00	\$10.00	\$1,650.00	\$1,650.00
28	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, No RAP	50	TN	\$145.00	\$7,250.00	\$7,250.00	\$200.00	\$10,000.00	\$10,000.00	\$350.00	\$17,500.00	\$17,500.00
29	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, with Category 2 RAP	485	TN	\$145.00	\$70,325.00	\$70,325.00	\$200.00	\$97,000.00	\$97,000.00	\$250.00	\$121,250.00	\$121,250.00
30	F-162	8' Chain Link Fence w 3 Strands Barbed Wire with Mow Strip	165	LF	\$38.00	\$6,270.00	\$6,270.00	\$75.00	\$12,375.00	\$12,375.00	\$90.00	\$14,850.00	\$14,850.00
31	T-901	Permanent Seeding (Mulched)	6000	SY	\$1.00	\$6,000.00	\$6,000.00	\$0.50	\$3,000.00	\$3,000.00	\$1.00	\$6,000.00	\$6,000.00
32	T-905	Topsoil Placement (includes 6" stripping and stockpile)	4000	SY	\$2.00	\$8,000.00	\$8,000.00	\$10.00	\$40.00	\$40,000.00	\$5.00	\$20,000.00	\$20,000.00
33	L-108	1/2" #6 AWG BSD or BHD or XHHW-2 Copper Counterpoise Wire in Trench, Conduit or Duct	240	LF	\$18.00	\$4,320.00	\$4,320.00	\$8.50	\$2,040.00	\$2,040.00	\$50.00	\$12,000.00	\$12,000.00
34	L-108	1/2" L-824-Type C Unshielded #8 AWG 5KV Copper Cable in Trench, Conduit or Duct	540	LF	\$19.00	\$10,260.00	\$10,260.00	\$10.00	\$5,400.00	\$5,400.00	\$50.00	\$27,000.00	\$27,000.00
35	L-108	Supplemental 0.75" x 10' Copper Clad Steel Ground Rod	6	EA	\$234.00	\$1,404.00	\$1,404.00	\$100.00	\$600.00	\$600.00	\$700.00	\$4,200.00	\$4,200.00
36	L-108	Cable Trench for 1 or 2 Cables	480	LF	\$13.00	\$6,240.00	\$6,240.00	\$18.00	\$8,640.00	\$8,640.00	\$60.00	\$28,800.00	\$28,800.00
37	L-110	1 w 4" SCH 80 PVC Split Duct	60	LF	\$79.00	\$4,740.00	\$4,740.00	\$240.00	\$14,400.00	\$14,400.00	\$100.00	\$6,000.00	\$6,000.00
38	L-125	Remove and Reinstall Existing L-861 T Taxiway Edge Light	6	EA	\$2,590.00	\$15,540.00	\$15,540.00	\$5,500.00	\$33,000.00	\$33,000.00	\$3,000.00	\$18,000.00	\$18,000.00
39	L-125	Provide and Install New L-830 Isolation Transformer	12	EA	\$1,290.00	\$15,480.00	\$15,480.00	\$800.00	\$9,600.00	\$9,600.00	\$5,000.00	\$60,000.00	\$60,000.00
40	D-701	18" Class IV RCP	171	LF	\$88.00	\$15,048.00	\$15,048.00	\$30.00	\$5,130.00	\$5,130.00	\$80.00	\$13,680.00	\$13,680.00
41	D-701	24" Class IV RCP	122	LF	\$97.00	\$11,834.00	\$11,834.00	\$60.00	\$7,320.00	\$7,320.00	\$100.00	\$12,200.00	\$12,200.00
42	D-701	30" Class III RCP	48	LF	\$115.00	\$5,520.00	\$5,520.00	\$75.00	\$3,600.00	\$3,600.00	\$150.00	\$7,200.00	\$7,200.00
43	D-701	30" Class IV RCP	170	LF	\$119.00	\$20,230.00	\$20,230.00	\$75.00	\$12,750.00	\$12,750.00	\$150.00	\$25,500.00	\$25,500.00
44	D-701	Class B Trench Bedding, Stone Backfill	90	CY	\$150.00	\$13,500.00	\$13,500.00	\$30.00	\$2,700.00	\$2,700.00	\$120.00	\$10,800.00	\$10,800.00
45	D-752	SCDOT 719-605B Straight Headwall - Triple 18" RCP	2	EA	\$3,135.00	\$6,270.00	\$6,270.00	\$4,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$20,000.00	\$20,000.00
46	D-752	SCDOT 719-605B Straight Headwall - Double 24" RCP	2	EA	\$2,820.00	\$5,640.00	\$5,640.00	\$3,500.00	\$7,000.00	\$7,000.00	\$4,000.00	\$8,000.00	\$8,000.00
47	D-752	SCDOT 719-605B Straight Headwall - Double 30" RCP	3	EA	\$3,135.00	\$9,405.00	\$9,405.00	\$5,000.00	\$15,000.00	\$15,000.00	\$3,500.00	\$10,500.00	\$10,500.00
48	D-752	30" Pipe Dia. Concrete Wingwall Structure Complete with USACE Outlet Security Barrier	2	EA	\$6,200.00	\$12,400.00	\$12,400.00	\$3,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$16,000.00	\$16,000.00
49	SPEC	Driveway TOPO Survey	5000	SY	\$2.00	\$10,000.00	\$10,000.00	\$5.00	\$25,000.00	\$25,000.00	\$1.50	\$7,500.00	\$7,500.00
50	SPEC	Driveway Installation Traffic Control	1	LS	\$1,250.00	\$1,250.00	\$1,250.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Sched II Subtotal</b>					\$565,874.00	\$565,874.00	\$565,868.00	<b>Sched II Subtotal</b>	\$494,287.50	\$521,872.50	<b>Sched II Subtotal</b>	\$807,123.00	\$798,123.00

**BID TABULATIONS**  
**Various Airport Site-Civil Improvements**  
**Jim Hamilton-L.B. Owens Airport (CUB)**  
**WKD #20180391.00.CA**  
**Richland County Solicitation #RC-199-B-2019**

**Schedule III - Phase III (Work Areas 7, 8 & 9)**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Totals
1	GP-105	Mobilization	1	LS	\$102,177.00	\$102,177.00	\$90,000.00	\$90,000.00	\$90,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	1100	SY	\$15.00	\$16,500.00	\$7.00	\$7,700.00	\$7,700.00	\$15.00	\$16,500.00
3	P-101	Remove Existing Segmented Retaining Wall	950	SF	\$4.00	\$3,800.00	\$9.00	\$8,550.00	\$8,550.00	\$25.00	\$23,750.00
4	P-101	Remove Existing SCDOT Type 25 Single Inlet Frame, Grate, Slab and Apron	2	EA	\$1,900.00	\$3,800.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$6,000.00
5	P-101	Remove Existing SCDOT Type 25 Double Inlet Frame, Grate, Slab and Apron	9	EA	\$2,300.00	\$20,700.00	\$2,000.00	\$18,000.00	\$18,000.00	\$3,000.00	\$27,000.00
6	P-101	Remove Existing SCDOT Type 112 Single Inlet Frame, Grate, Slab and Apron	4	EA	\$1,900.00	\$7,600.00	\$1,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$12,000.00
7	P-101	Remove Existing Manhole Ring/Lid and Lower 8"	1	LS	\$1,905.00	\$1,905.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
8	323223	Concrete Segmented Retain Wall	3000	SF	\$25.00	\$75,000.00	\$17.25	\$51,750.00	\$51,750.00	\$60.00	\$180,000.00
9	P-152	GeoGrid	150	SY	\$5.00	\$750.00	\$12.00	\$1,800.00	\$1,800.00	\$20.00	\$3,000.00
10	P-152	Unclassified Excavation	200	CY	\$10.00	\$2,000.00	\$25.00	\$5,000.00	\$5,000.00	\$30.00	\$6,000.00
11	P-152	Unsuitable Excavation	20	CY	\$13.00	\$260.00	\$100.00	\$2,000.00	\$2,000.00	\$100.00	\$2,000.00
12	P-156	Temporary Rock Pipe Inlet Protection	1	EA	\$4,136.00	\$4,136.00	\$400.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
13	P-156	Temporary Check Dam	1	EA	\$151.00	\$151.00	\$1,000.00	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00
14	P-156	Temporary Construction Entrance	3	EA	\$4,519.00	\$13,557.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$15,000.00
15	P-156	Compost Filter Sock	1000	LF	\$7.00	\$7,000.00	\$12.00	\$12,000.00	\$12,000.00	\$20.00	\$20,000.00
16	P-156	Erosion Control Matting	925	SY	\$3.00	\$2,775.00	\$3.00	\$2,775.00	\$2,775.00	\$10.00	\$9,250.00
17	P-156	Temporary Compost filter sock Inlet Protection	17	EA	\$157.00	\$2,669.00	\$1,000.00	\$17,000.00	\$17,000.00	\$500.00	\$8,500.00
18	P-156	Temporary Seeding	2650	SY	\$1.00	\$2,650.00	\$75.00	\$1,987.50	\$1,987.50	\$1.00	\$2,650.00
19	P-209	Crushed Aggregate Base Course	375	CY	\$82.00	\$30,750.00	\$50.00	\$18,750.00	\$18,750.00	\$100.00	\$37,500.00
20	P-602	Prime Coat	310	GAL	\$8.00	\$2,480.00	\$4.00	\$1,240.00	\$1,240.00	\$6.00	\$1,860.00
21	P-603	Tack Coat	200	GAL	\$9.00	\$1,800.00	\$4.00	\$800.00	\$800.00	\$4.00	\$800.00
22	P-620	Permanent Pavement ReflectORIZED Markings (Yellow)	400	SF	\$25.00	\$10,000.00	\$20.00	\$8,000.00	\$8,000.00	\$10.00	\$4,000.00
23	P-620	Pavement Marking - Black	700	SF	\$25.00	\$17,500.00	\$25.00	\$17,500.00	\$17,500.00	\$10.00	\$7,000.00
24	P-620	Surface Painted Runway Hold Sign (1-2) Characters	150	SF	\$126.00	\$18,900.00	\$30.00	\$4,500.00	\$4,500.00	\$20.00	\$3,000.00
25	SCDOT_403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, No RAP	265	TN	\$145.00	\$38,425.00	\$200.00	\$53,000.00	\$53,000.00	\$300.00	\$79,500.00
26	T-901	Permanent Seeding (Mulched)	2650	SY	\$1.00	\$2,650.00	\$0.50	\$2,650.50	\$1,325.00	\$2.00	\$5,300.00
27	T-905	Topsoil Placement (includes 6" stripping and stockpile)	50	SY	\$7.00	\$350.00	\$25.00	\$1,250.00	\$1,250.00	\$100.00	\$5,000.00
28	L-108	1/C #6 AWG BSD or BHD or XHHW-2 Copper Counterpoise Wire in Trench, Conduit or Duct	200	LF	\$18.00	\$3,600.00	\$13.00	\$2,600.00	\$2,600.00	\$50.00	\$10,000.00
29	L-108	1/C L-824-Type C Unshielded #8 AWG 5kV Copper Cable in Trench, Conduit or Duct	200	LF	\$19.00	\$3,800.00	\$40.00	\$8,000.00	\$8,000.00	\$50.00	\$10,000.00
30	L-108	Cable Trench for 1 or 2 Cables	400	LF	\$13.00	\$5,200.00	\$19.00	\$7,600.00	\$7,600.00	\$50.00	\$20,000.00
31	D-751	Provide and Install SCDOT Type 25 Single Inlet Frame, Grate, Adapter Slab and Apron on Existing Structure	2	EA	\$4,495.00	\$8,990.00	\$3,500.00	\$7,000.00	\$7,000.00	\$6,000.00	\$12,000.00
32	D-751	Provide and Install SCDOT Type 25 Double Inlet Frame, Grate, Adapter Slab and Apron on Existing Structure	9	EA	\$5,972.00	\$53,748.00	\$6,000.00	\$54,000.00	\$54,000.00	\$7,000.00	\$63,000.00
33	D-751	Provide and Install SCDOT Type 112 Single Inlet Frame, Grate, Adapter Slab and Apron	4	EA	\$7,804.00	\$31,216.00	\$3,500.00	\$14,000.00	\$14,000.00	\$6,000.00	\$24,000.00
34	D-751	Provide and Install Concrete Ring with Flush Neenah R-1646 Ring and Lind	1	EA	\$3,372.00	\$3,372.00	\$3,500.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
					<b>Sched III Subtotal</b>	<b>\$500,211.00</b>	<b>Sched III Subtotal</b>	<b>\$443,853.00</b>	<b>\$639,290.00</b>	<b>Sched III Subtotal</b>	<b>\$673,110.00</b>

**Schedule III - Phase III Additive Bid Items**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Totals
1	P-152	Offsite Borrow	65	CY	\$30.00	\$1,950.00	\$25.00	\$1,625.00		\$100.00	\$6,500.00
2	P-152	Onsite Borrow	65	CY	\$15.00	\$975.00	\$15.00	\$975.00		\$80.00	\$5,200.00
3	L-125	Provide and Install New L-830 Isolation Transformer	2	EA	\$2,000.00	\$4,000.00	\$800.00	\$1,600.00		\$5,000.00	\$10,000.00
4	D-751	Neenah R-3475A Single Inlet Frame, Grate, SCDOT Type 25 Adapter Slab and Apron on Existing Structure	2	EA	\$4,500.00	\$9,000.00	\$6,000.00	\$6,000.00		\$8,000.00	\$16,000.00
5	D-751	Neenah R-3475A Double Inlet Frame, Grate, SCDOT Type 25 Adapter Slab and Apron on Existing Structure	9	EA	\$5,970.00	\$53,730.00	\$8,500.00	\$8,500.00		\$9,000.00	\$81,000.00
6	D-751	Neenah R-3475A Single Inlet Frame, Grate, SCDOT Type 112 Adapter Slab and Apron on Existing Structure	4	EA	\$7,800.00	\$31,200.00	\$5,500.00	\$5,500.00		\$8,000.00	\$32,000.00
					<b>Additive Subtotal</b>	<b>\$100,855.00</b>	<b>Additive Subtotal</b>	<b>\$24,200.00</b>		<b>Additive Subtotal</b>	<b>\$150,700.00</b>

**BID TABULATIONS**  
**Various Airport Site-Civil Improvements**  
**Jim Hamilton-L.B. Owens Airport (CUB)**  
**WKD #20180391.00.CA**  
**Richland County Solicitation #RC-199-B-2019**

**Schedule IV - Phase IV (Work Area 10)**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of S.C., LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Total	Unit Price	Extended Total
1	GP-105	Mobilization	1	LS	\$65,655.00	\$65,655.00	\$90,000.00	\$90,000.00	\$90,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	700	SY	\$15.00	\$10,500.00	\$7.00	\$4,900.00	\$4,900.00	\$15.00	\$10,500.00
3	P-101	Remove Chain-link Fence	2700	LF	\$8.00	\$21,600.00	\$7.00	\$18,900.00	\$18,900.00	\$20.00	\$54,000.00
4	P-101	Remove Existing 120' Double Leaf Rolling Gate	1	LS	\$6,892.00	\$6,892.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
5	P-101	Remove Existing 20' Double Leaf Swing Gate	1	LS	\$125.00	\$125.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
6	P-152	Embankment in Place	230	CY	\$15.00	\$3,450.00	\$10.00	\$2,300.00	\$2,300.00	\$30.00	\$6,900.00
7	P-156	Temporary Seeding	700	SY	\$1.00	\$700.00	\$0.75	\$525.00	\$525.00	\$4.00	\$2,800.00
8	F-162	8' Chain Link Fence w 3 Strands Barbed Wire with Mow Strip	3000	LF	\$38.00	\$114,000.00	\$50.00	\$150,000.00	\$150,000.00	\$50.00	\$150,000.00
9	F-162	20' Double swing gate	1	EA	\$1,253.00	\$1,253.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
10	T-901	Permanent Seeding (Mulched)	700	SY	\$1.00	\$700.00	\$0.50	\$350.00	\$350.00	\$3.00	\$2,100.00
<b>Sched IV Subtotal</b>					<b>\$224,875.00</b>	<b>\$224,875.00</b>	<b>\$386,462.00</b>	<b>\$386,462.00</b>	<b>\$271,975.00</b>	<b>\$262,300.00</b>	<b>\$262,300.00</b>

**Schedule IV - Phase IV Additive Bid Items**

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	
1	P-152	Offsite Borrow	230	CY	\$30.00	\$6,900.00	\$15.00	\$3,450.00		\$100.00	\$23,000.00
2	P-152	Onsite Borrow	230	CY	\$15.00	\$3,450.00	\$8.00	\$1,840.00		\$70.00	\$16,100.00
<b>Additive Subtotal</b>					<b>\$10,350.00</b>	<b>\$10,350.00</b>	<b>\$5,290.00</b>	<b>\$5,290.00</b>		<b>\$39,100.00</b>	<b>\$39,100.00</b>

## WORK AUTHORIZATION NO. 06

## JIM-HAMILTON- L.B. OWENS AIRPORT (CUB)

VARIOUS AIRPORT SITE-CIVIL IMPROVEMENT PROJECTS  
CONSTRUCTION PHASE SERVICES  
SCHEDULE III

June 4, 2020

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All work and compensation under this Work Authorization shall be in accordance with the Master Agreement (Contract for Professional Services between Airport (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) dated June 28, 2018, which is incorporated herein by reference.

**I. PROJECT DESCRIPTION**

The OWNER wishes for the CONSULTANT to provide professional Construction Administration and Construction Observation (CA/CO) services for various airport site-civil improvements at the Jim Hamilton – LB Owens Airport (CUB). Design Services for this project were covered in WA #1 and Construction Services were covered in WA #4. Due to limited funding provided by the FAA, only Schedule III (Phase 3) of the project will be constructed at this time. (See Exhibit A for geographical depiction of the Work Areas) Schedule III consists of the construction of three (3) distinct improvement projects:

- I. **Retaining Wall Rehabilitation and Extension**
- II. **Rehabilitation of drainage inlets along median between Runway 13-31 and Taxiway 'A'.**
- III. **Pavement Repair – Taxiway A5**

These projects are divided into 'Work Area 7', 'Work Area 8' and 'Work Area 9' and are shown as "Schedule III" (phase 3) in Exhibit A. Work Area 7 is a repair/replacement of approximately 225 feet of Taxiway A5 near its intersection with Runway 31 end. Work Area 8 spans a small section on the south side of Runway end 31 and is partially inside the runway safety area (RSA). Work Area 9 occurs along the medians separating Runway 13-31 and Taxiway 'A'. This work area is partially in both the RSA and the Taxiway Safety Area (TSA) zones. These Work Areas are to be constructed in distinct timeframes in order to minimize the impact to existing airfield operations and security. The construction will also have to be coordinated around peak traffic periods expected due to the USC home football schedule. The contract time for the construction project is 60 days.

**II. AGREEMENT AND SCOPE OF SERVICES**

The terms of the Agreement are incorporated herein by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization. The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as follows

**Basic Services**

1. **Project Management and Grant Administration:** Project Management and Grant Administration generally consists of project formulation, project management (including routine management tasks, subconsultant coordination and management and owner coordination), and grant management (including work authorization review with the SCAA, Grant applications, project schedules, cash flow, budgets, and grant reimbursements) for the duration of the project.
2. **Construction Administration and Project Closeout:** Construction Administration and Project Closeout services for the project will be provided by CONSULTANT. Services shall include the following:
  - a. Compile plans into a reconciled set for "Schedule III" only as the Issued for Construction Set.
  - b. Conduct one Pre-construction conference with OWNER and Contractor. Develop and distribute meeting minutes to OWNER and Contractor.
  - c. Conduct bi-weekly progress meeting with the OWNER and the Contractor. Progress meetings will also include a site visit to observe as an experienced and qualified design professional the progress of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. Develop and distribute meeting minutes and site report to OWNER and Contractor
  - d. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
  - e. Review and take appropriate action in respect to shop drawings, samples, results of tests and inspections and other data which each Contractor is required to submit.
  - f. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions.
  - g. Based upon CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts.
  - h. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and determine if each Contractor has fulfilled all of his

obligations thereunder so that CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Develop and distribute punch list inspection and site report to OWNER and Contractor.

- i. Prepare for OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.
- j. Preparation of Final CONSULTANT's Report of Construction. The final report will generally include the following elements:
  - i. Project Scope Narrative
  - ii. Project Summary (including key milestones)
  - iii. Contract Time
  - iv. Federal Project Provisions (Materials and Labor) Summary
  - v. Project Budget and Change Order summary
  - vi. Project Funding summary (Administrative Cost, CONSULTANT Cost, force account, if applicable, etc.)
  - vii. Project Correspondence (Appendix)
  - viii. Meeting Minutes (Appendix)
  - ix. Contractors RFI (Appendix)
  - x. Contractors Approved Submittals (Appendix)
  - xi. Approved Contractors Pay request (Appendix)
  - xii. As-builts (Appendix)
  - xiii. Final Testing reports (Appendix)
- k. Compilation and submittal of closeout documentation per Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC) requirements.

### **Special Services**

The CONSULTANT will provide the Special Services listed below:

1. **Construction Observation (RPR)**: Observation of construction by Resident Project Representative (RPR). Construction observation is based on the construction contract duration, which is 65 calendar days. Construction Observation is expected to consist of 9 weeks at an average of 9 hours per workday.

The duties and responsibilities of the Resident Project Representative are limited to those of CONSULTANT in CONSULTANT's agreement with the OWNER, dated June 28, 2018 and in the construction contract documents.

It is anticipated that RPR will be fulfilled by a CONSULTANT employee and will be billed on an Hourly, Not-to-Exceed basis.

2. **Quality Assurance Testing:** Provide quality assurance testing in accordance with the contract specifications and the testing criteria contained therein. Quality assurance testing services will be provided by ECS Southeast as a subconsultant to CONSULTANT. ECS's services shall include testing of the following items:
  - A. Excavation and Embankment (P-152)
  - B. Aggregate Base Course (P-209)
  - C. Asphalt Paving (P-401)
  - D. Structural Portland Cement Concrete (P-501)
3. **Structural Engineering:** CONSULTANT to have a structural engineer (subconsultant) review shop drawings submittals and provide site visit as necessary for review of retaining wall construction.
4. **DBE Plan Update:** Prepare the County's DBE Plan for the years 2021-2023, per FAA Requirements and the current CIP.

#### IV. **RESPONSIBILITIES**

The responsibilities of the CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as follows:

**DELIVERABLES:** The CONSULTANT will provide the following project deliverables to the OWNER:

1. Record Drawings (CADD & PDF)
2. Copy of Final Testing Summary
3. Copy of Final Inspection Report and Punchlist
4. Photos of completed project
5. Copy of final change orders with all supporting documentation
6. Copy of construction progress meeting minutes
7. Review and approval of final pay request
8. Final letter of no claims from the contractor
9. Notarized affidavit of payment of debts and claims
10. Contractor warranty statement

#### V. **COMPENSATION**

The total fee of all work and expenses is in the amount of **\$131,010.00**. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.



**I. BASIC SERVICES**

1. Project Management and Grant Administration	Lump Sum	\$15,400.00
2. Contract Administration and Project Closeout	Lump Sum	\$34,800.00
3. Basic Services Expenses	Estimated	<u>\$500.00</u>
	<b>Basic Services Subtotal</b>	<b>\$50,700.00</b>

**II. SPECIAL SERVICES**

1. Construction Observation (RPR) plus Expenses	Hourly, Not-to-Exceed	\$46,400.00
2. Quality Assurance Testing	Cost + 10%	\$19,910.00
3. Structural Engineering	Cost + 10%	\$4,000.00
4. DBE Plan	Lump Sum	<u>\$10,000.00</u>
	<b>Special Services Subtotal</b>	<b>\$80,310.00</b>

**WORK AUTHORIZATION No. 06 TOTAL \$131,010.00**

All other provisions of the Contract for Professional Services dated June 28, 2018 shall remain in full force and effect and unmodified other than as noted herein.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in the Project Management and Grant Administration phase.

**REQUESTED BY:**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Leonardo Brown  
County Administrator  
Richland County, South Carolina

\_\_\_\_\_  
Date

**ACCEPTED BY:**

**W.K. DICKSON & CO., INC.**

\_\_\_\_\_  
Terry A. Macaluso, PE  
Vice President  
W. K. Dickson & Co., Inc

\_\_\_\_\_  
Date

## Richland County Council Request for Action

**Subject:**

Solid Waste - Host Community Agreement

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council to approve the option to extend the Host Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility until June 30, 2025 under the same terms and conditions outlined in Second Addendum of the Host Community Agreement.



**Agenda Briefing**

**Prepared by:** Art Braswell, Solid Waste & Recycling General Manager  
**Department:** Public Works – Solid Waste & Recycling Division  
**Date Prepared:** June 08, 2020 **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 17, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 17, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Host Community Agreement		

**Recommended Action:**

Staff recommends approval of the option to extend the Host Agreement for Disposal of Municipal Solid Waste (MSW) in a “Subtitle D” Landfill Facility under current terms.

**Motion Requested:**

“I move to approve the option to extend the Host Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility until June 30, 2025 under the same terms and conditions outlined in Second Addendum of the Host Community Agreement.”

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The Second Addendum to the Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility established a host fee to be paid by Waste Management to the County of \$1.75 per ton of municipal solid waste received at the WM Richland Landfill from outside of Richland County. The Agreement also established the rate per ton for disposal of municipal solid waste from Richland County. The current rate per ton for disposal is \$26.89. The table below shows the fees paid by Waste Management for the past five-and-one-half years:

FY	General Fund	Economic Development Fund	Total Host Fee
FY-15	\$1,249,751.43	\$0.00	\$1,249,751.43
FY-16	\$1,334,922.68	\$222,746.73	\$1,557,669.41
FY-17	\$1,207,033.65	\$201,407.02	\$1,408,440.67
FY-18	\$1,359,908.54	\$0.00	\$1,359,908.54
FY-19	\$1,380,675.86	\$0.00	\$1,380,675.86
FY-20**	\$847,175.97	\$0.00	\$847,175.97

\*\*Waste Management has only paid two quarters so far in FY-20.

**Motion of Origin:**

This action did not originate with a Council Motion.

Council Member	
Meeting	
Date	

**Discussion:**

Waste Management owns and operates a Municipal Solid Waste (MSW – Household garbage) Landfill located in the eastern part of Richland County at 1047 Highway Church Road in Elgin, South Carolina. Richland County and Waste Management entered into a Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility in September 1995. The Agreement has been amended twice since that time, the last being in 2014. The Agreement runs through June 30, 2020; however, the Agreement can be renewed for an additional five years if agreed to by both parties. The Second Addendum to the Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility established a host fee to be paid by Waste Management to the County of \$1.75 per ton of municipal solid waste received at the WM Richland Landfill from outside of Richland County. The Second Addendum also established a disposal rate for Richland County of \$25.10 per ton. The rate has been adjusted annually to account for inflation and is currently \$26.89 per ton.

**Attachments:**

1. Proposed ‘Third Addendum to Host Community Agreement For Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility’

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

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009 and July 1, 2014, which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement, as amended, provided for the payment of a host fee to the County equal to One and 75/100 Dollars (\$1.75) per ton of municipal solid waste received at the Landfill Facility from outside the county; and

WHEREAS, the Agreement further provided options for the County to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to provide for an additional option to extend the Agreement until June 30, 2030;

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

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

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

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2025. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five year period under the same terms and conditions.

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

Effective July 1, 2020, the host fee payable to the County by Contractor shall remain at One and 75/100 Dollars (\$1.75) per ton. The host fees shall be collected and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

4. Effective July 1, 2020, the County's disposal rate at the Landfill Facility shall remain at the current Twenty-six and 89/100 Dollars (\$26.89) per ton. This rate shall be subject to adjustment according to the terms of the Agreement.

~~5. All volumes of solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or license with the County shall be disposed of at the Landfill facility.~~

5. All volumes of municipal solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or licenses with the County shall be disposed of at the Landfill facility except for construction and demolition waste delivered to the County's construction and demolition landfill facility.

~~4.~~ All other terms and conditions of the Contract not inconsistent with this Addendum shall remain in effect.

~~5.~~ This Addendum may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of \_\_\_\_\_, 2020.

RICHLAND COUNTY  
SOUTH CAROLINA

WASTE MANAGEMENT OF  
SOUTH CAROLINA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

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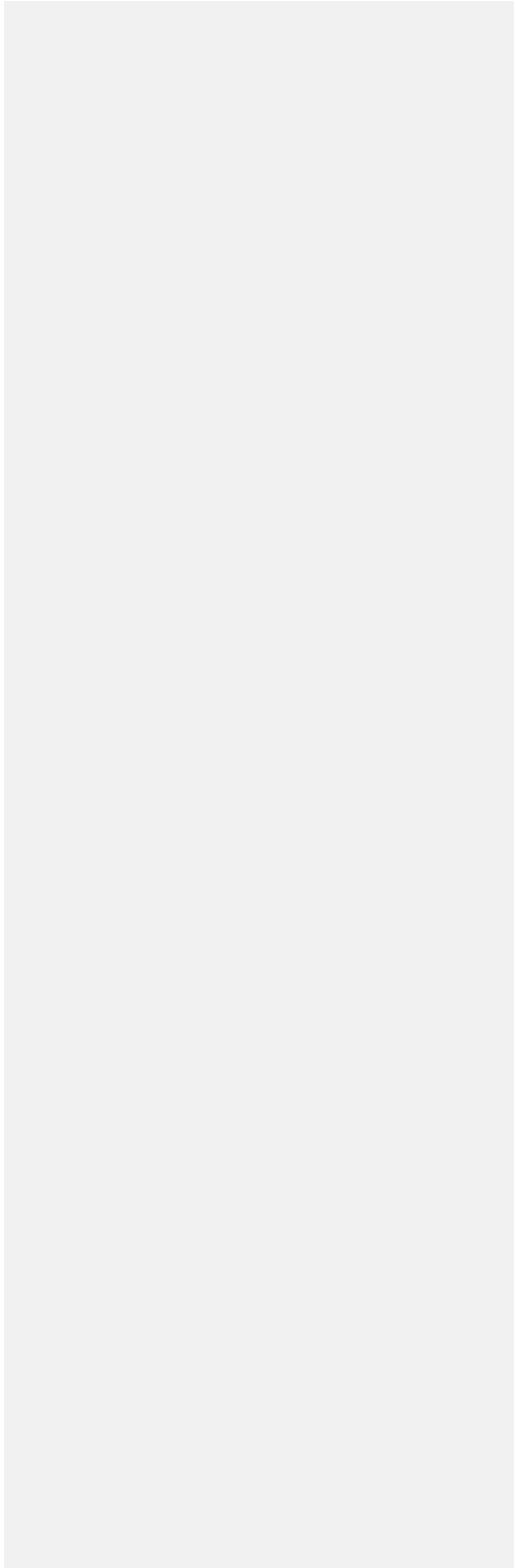
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Title: \_\_\_\_\_

DRAFT



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

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009 and July 1, 2014, which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Agreement, as amended, provided for the payment of a host fee to the County equal to One and 75/100 Dollars (\$1.75) per ton of municipal solid waste received at the Landfill Facility from outside the county; and

**WHEREAS**, the Agreement further provided options for the County to extend the term of the Agreement through June 30, 2025; and

**WHEREAS**, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2025; and

**WHEREAS**, the County has determined that it is in the best interests of the County to provide for an additional option to extend the Agreement until June 30, 2030;

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

1. All defined terms not otherwise defined herein shall have the same meaning herein as ascribed to them in the Agreement.
2. Paragraph 2, Term of Agreement, is amended to read as follows:

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2025. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five year period under the same terms and conditions.

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



Effective July 1, 2020, the host fee payable to the County by Contractor shall remain at One and 75/100 Dollars (\$1.75) per ton. The host fees shall be collected and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

4. Effective July 1, 2020, the County's disposal rate at the Landfill Facility shall remain at the current Twenty-six and 89/100 Dollars (\$26.89) per ton. This rate shall be subject to adjustment according to the terms of the Agreement.

5. All volumes of municipal solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or licenses with the County shall be disposed of at the Landfill facility except for construction and demolition waste.

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

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

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of \_\_\_\_\_, 2020.

RICHLAND COUNTY  
SOUTH CAROLINA

WASTE MANAGEMENT OF  
SOUTH CAROLINA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Request for Sewer Availability Approval - Proposed Development on Koon Road Tract (Tax # R03400-02-56)

**Notes:**

June 30, 2020 – The Administration & Finance Committee recommended Council to approve staff's recommendation to approve the issuance of a conditional sewer availability letter for the development.



**Agenda Briefing**

**Prepared by:** Tariq Hussain, Deputy Director

**Department:** Utilities

**Date Prepared:** May 18, 2020

**Meeting Date:** June 23, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 05, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	May 27, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 27, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	

**Committee** Administration & Finance

**Subject:** Request for Sewer Availability Approval - Proposed Development on Koon Road Tract (Tax # R03400-02-56)

**Recommended Action:**

Staff recommends that County Council approves the issuance of a conditional sewer availability letter for the development.

**Motion Requested:**

Move to approve the staff's recommendation as noted above.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The recommendation has no fiscal impact. The new development will provide system upgrades required to accept the additional flow in the Richland County Utilities' sewer collection system. The required upgrade is estimated to cost \$100,000; the developer is responsible for covering this expenditure. In addition, the development will generate \$400,000 in tap fees and monthly sewer charges of \$5,568 at build out.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

On May 1, 2020, staff received a request from Civil Engineering of Columbia (CEC) for sewer availability for a proposed development within the County's service area. The project location is as presented in figure 1. The proposed development will be a 100 single-family home development with an anticipated flow of 30,000 gallons per day (gpd). The parcel to be developed has a County-owned gravity main installed within the property and discharges to the County's Hollingshed Pump Station. The flow generated will be transported to Hollingshed Pump Station and treated at the Broad River Wastewater Treatment Facility (BRWWTF). The BRWWTF is permitted to treat 6 million gallon per day (MGD) of sewer and currently has an inflow of approximately 3 MGD. However, the Hollingshed Pump Station is one of the four major pump station serving the Broad River customers. This station will require a standby pump to increase the capacity and convey additional flow for treatment. On May 22, 2020, staff met with the developer and engineering company to discuss this requirement. The developer agreed to provide a standby pump that meets RCU's specifications. The standby pump is estimated to cost \$100,000 (attached emails are the correspondences that shows the developer willingness to cover the cost). A proof of purchase will be presented to staff before a permit to construct is issued.

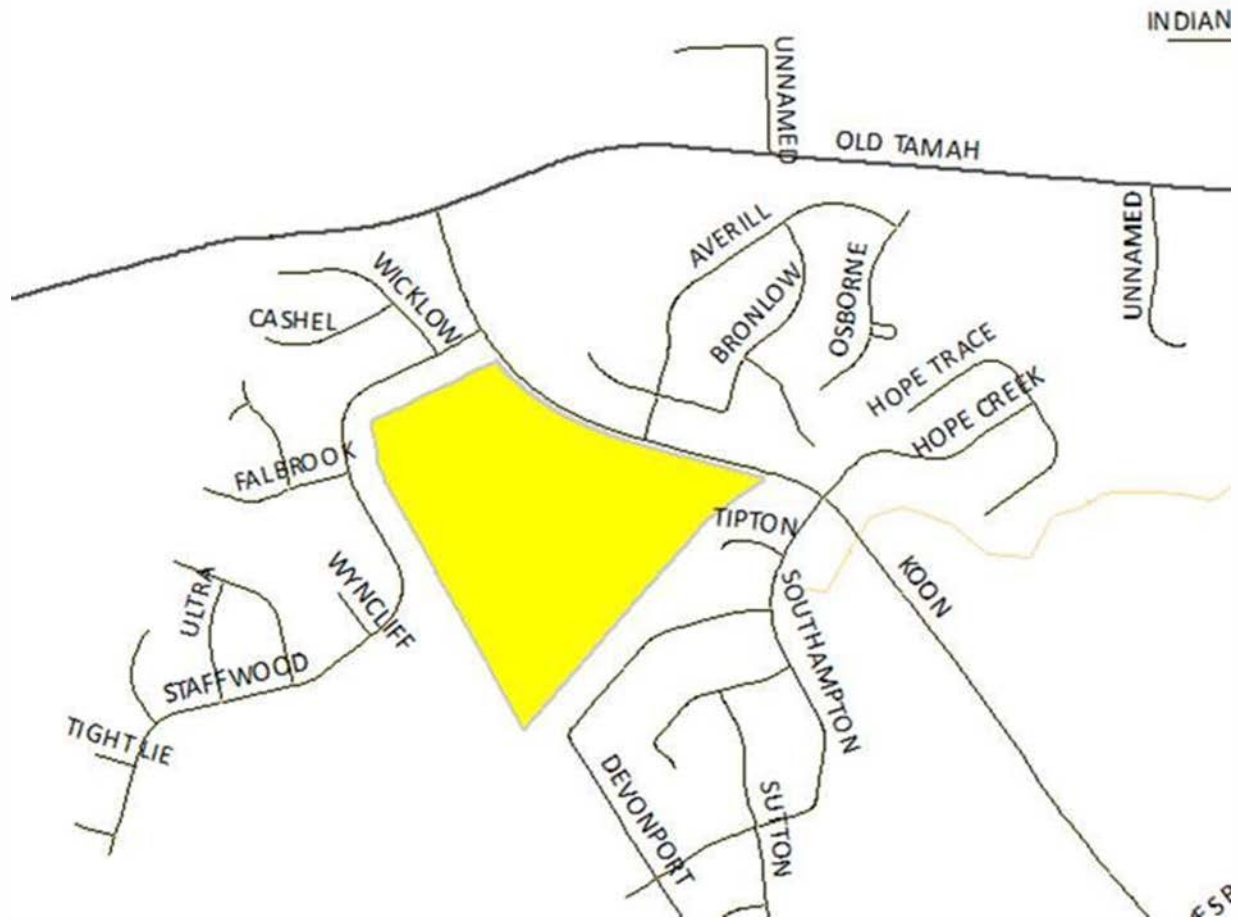
Following the Delegated Review Program (DRP) process presented on the County's website, it is the responsibility of the owner/developer to provide any and all additional information, data, documents for the project that may or may not be necessary for review and approval. See link below:  
<http://www.richlandcountysc.gov/Government/Departments/Utilities/Development>.

Once completed, all sewer main, appurtenance and upgrade will be turned over to Richland County Utilities. Once the system is turned over to the County, it is the responsibility of the staff to operate and maintain all component of the sewer system with the exception of the individual service lines and pumping unit (if applicable). As new developments are added to the County's sewer system, there will an increase in the general cost of operation, mainatence, and possibly a need for new personnel(s). The proposed development will be connected to a gravity system, which typically requires minimum operation and maintenance. In addition, the installation of a standby pump at the pump station downstream will allow optimal operation at the station and limit the possibilities for sewer spills particularly in wet seasons.

### Attachments:

1. E-mail communication between Richland County Utilities and Civil Engineering of Columbia.

Figure 1: Location of the Proposed Development: Tax Map #R03400-02-56



**From:** [IFEOLU IDOWU](#)  
**To:** ["Kevin Steelman"](#); ["Dustin Johnson"](#)  
**Cc:** [ZUBAIR NAJEEB](#); [Bill Flowers](#)  
**Subject:** RE: Koon Road Tract - Sewer Discussion Recap  
**Date:** Wednesday, May 20, 2020 3:32:28 PM  
**Attachments:** [image001.png](#)

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That's correct Kevin. Approved pump is to be turned over to RCU before a PTO is issued.

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**From:** Kevin Steelman <ksteelman@landtechsc.com>  
**Sent:** Wednesday, May 20, 2020 2:45 PM  
**To:** IFEOLU IDOWU <IDOWU.IFEOLU@richlandcountysc.gov>; 'Dustin Johnson' <Dustin@cecola.com>  
**Cc:** ZUBAIR NAJEEB <NAJEEB.ZUBAIR@richlandcountysc.gov>; Bill Flowers <bill@cecola.com>  
**Subject:** Re: Koon Road Tract - Sewer Discussion Recap

To further clarify, my understanding is that we will obtain a quote for a bypass pump that will operate at 3025 gpm @ 102ft and provide a "cut sheet" outlining all of the specs along with our submittals. Once approved, we will order the pumps and provide a copy of the confirmed order as a condition of receiving our permit to construct.

Please let us know if this is correct.

Kevin

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**From:** IFEOLU IDOWU <[IDOWU.IFEOLU@richlandcountysc.gov](mailto:IDOWU.IFEOLU@richlandcountysc.gov)>  
**Date:** Wednesday, May 20, 2020 at 2:31 PM  
**To:** 'Dustin Johnson' <[Dustin@cecola.com](mailto:Dustin@cecola.com)>  
**Cc:** ZUBAIR NAJEEB <[NAJEEB.ZUBAIR@richlandcountysc.gov](mailto:NAJEEB.ZUBAIR@richlandcountysc.gov)>, Kevin Steelman <[ksteelman@landtechsc.com](mailto:ksteelman@landtechsc.com)>, Bill Flowers <[bill@cecola.com](mailto:bill@cecola.com)>  
**Subject:** RE: Koon Road Tract - Sewer Discussion Recap

Correct Dustin. The submittal for the standby pump shall meet RCU's requirement before order is confirmed . Please let me if you need additional information.

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**From:** Dustin Johnson <[Dustin@cecola.com](mailto:Dustin@cecola.com)>  
**Sent:** Wednesday, May 20, 2020 2:24 PM  
**To:** IFEOLU IDOWU <[IDOWU.IFEOLU@richlandcountysc.gov](mailto:IDOWU.IFEOLU@richlandcountysc.gov)>  
**Cc:** ZUBAIR NAJEEB <[NAJEEB.ZUBAIR@richlandcountysc.gov](mailto:NAJEEB.ZUBAIR@richlandcountysc.gov)>; Kevin Steelman <[ksteelman@landtechsc.com](mailto:ksteelman@landtechsc.com)>; Bill Flowers <[bill@cecola.com](mailto:bill@cecola.com)>  
**Subject:** Koon Road Tract - Sewer Discussion Recap

Good afternoon Ifeolu,

Thanks so much for your time on the call with us this afternoon.

Based on what we discussed we now understand that this development will be required to provide documentation that a Godwin Xylem standby pump capable of operating at 3025 gpm @ 102 ft has been ordered and will be provided to Richland County Utilities for use at the Hollingshed Pump Station by the time the permit to construct the sewer line for this proposed development is issued.

The PLC upgrade was also discussed and it was agreed that this will not be the responsibility of the developer as part of this project.

Thanks again for your time and we look forward to getting the plans for this project submitted to you for review soon!

**Dustin Johnson, PE, LEED AP ND**

**Project Manager**

3740A Fernandina Road

Columbia, SC 29210

Office: 803.798.2820

Direct: 803.851.0351

[www.cecola.com](http://www.cecola.com)



## 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 Washington & Assembly, LLC, a company previously identified as Project Novel; and other related matters

**Notes:**

First Reading: February 18, 2020  
Second Reading: March 3, 2020  
Third Reading: July 14, 2020 {Tentative}  
Public Hearing: July 14, 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 A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO WASHINGTON & ASSEMBLY, LLC, A COMPANY PREVIOUSLY IDENTIFIED 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, Washington & Assembly, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Novel (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 City of Columbia, South Carolina, the municipality in which the Property is located, consented to the expansion of the boundaries of the Park to include the Property in the Park by an ordinance enacted on June 2, 2020 in accordance with Section 4-1-170(C) of the Act; 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 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 18, 2020  
Second Reading: March 3, 2020  
Public Hearing: July 14, 2020  
Third Reading: July 14, 2020

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**WASHINGTON & ASSEMBLY, LLC**

**Effective as of: July 14, 2020**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of July 14, 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 WASHINGTON & ASSEMBLY, LLC, a Delaware limited liability company and previously identified as Project Novel (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 July 14, 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, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on June 2, 2020 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 Delaware, 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 July 14, 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.

**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 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 interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. 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 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



“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, WASHINGTON & ASSEMBLY, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**WASHINGTON & ASSEMBLY, LLC**

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  $N23^{\circ}43'W$  for a distance of 35.58 feet to a point; thence turning and running  $N66^{\circ}20'E$  for a distance of 54.14 feet to a point; thence turning and running  $S23^{\circ}27'E$  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:

<b>Company Public Infrastructure Budget Estimate</b>	
<b>Description</b>	<b>Budget</b>
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
<b>Total Projected Company Public Infrastructure Costs</b>	<b>\$14,930,780</b>

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 10<sup>th</sup> 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:**

20-016MA  
John Ecton  
RU to RS-LD  
2304, 2312, and 2314 Johnson Marina Road  
TMS # R01315-01-17; R01315-01-14; and R01311-02-20

**Notes:**

First Reading: June 23, 2020  
Second Reading:  
Third Reading:  
Public Hearing: June 23, 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 # R01315-01-17, R01315-01-14, AND R01311-02-20 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R01315-01-17, R01315-01-14, and R01311-02-20 from Rural District (RU) to Residential Single-Family Low Density District (RS-LD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 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:        June 23, 2020  
First Reading:        June 23, 2020  
Second Reading:      July 14, 2020  
Third Reading:        July 21, 2020

# Richland County Council Request for Action

**Subject:**

Midlands Business Leadership Group - Gateway Beautification

**Notes:**

June 23, 2020 – The Administration & Finance Committee recommended Council approve the amended resolution.



**Agenda Briefing**

**Prepared by:** Ashiya A. Myers, Assistant to the County Administrator

**Department:** Administration

**Date Revised:** June 10, 2020

**Meeting Date:** June 23, 2020

<b>Legal Review</b>	Larry Smith and Elizabeth McLean via email	<b>Date:</b>	June 12, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	February 12, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	February 12, 2020
<b>Other Review</b>	Jeff Ruble, Economic Development Director, via email	<b>Date:</b>	February 19, 2020
<b>Approved for Council consideration:</b>		County Administrator   Leonardo Brown, MBA, CPM	
<b>Subject:</b> Midlands Business Leadership Group - Gateway Beautification			

**Recommended Action:**

Staff recommends working collaboratively with the region’s governmental entities to increase regional competitiveness. Accordingly, staff will respond as directed by the Council relative to the request.

**Motion Requested:**

1. Move to approve the resolution as presented; or,
2. Move to approve the resolution as amended; or,
3. Move to deny the resolution.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There is no fiscal impact associated with the approval of the resolution. Per Mr. James Bennett, final costs associated with gateway beautification are not available; however, estimates range between \$500,000 and \$1 million divided among six (6) local governmental councils and the business community.

Presently, there is no request for financial commitment from Richland County government. The County Attorney’s office has recommended language modifications to the proposed resolution to remove future potential financial obligations.

**Motion of Origin:**

There is no associated Council motion of the origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

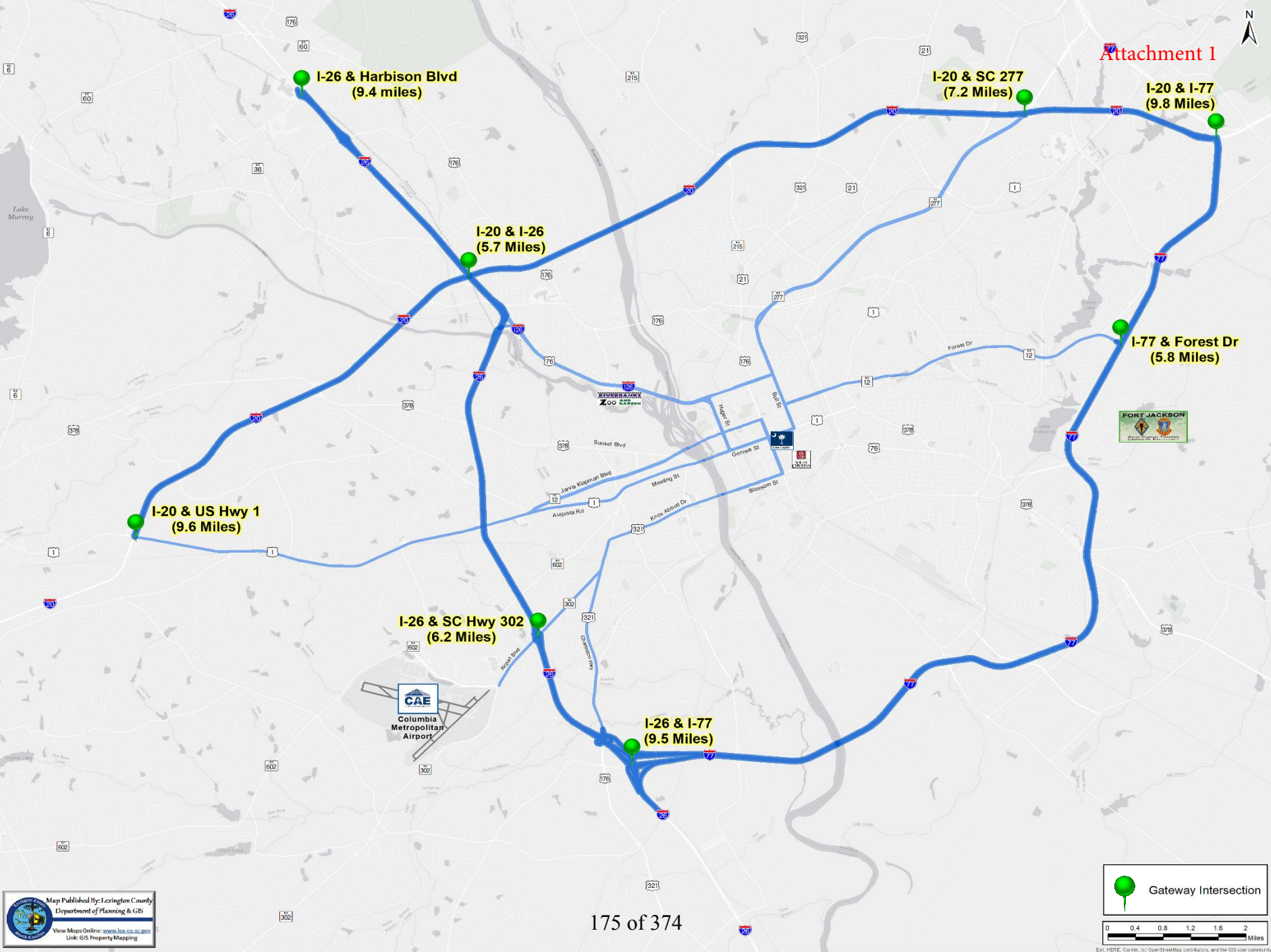
Richland County, along with Lexington County, the City of Columbia, the City of Cayce, the City of West Columbia, and the Town of Springdale, has been asked to endorse efforts to beautify regional gateways as proposed by the Midlands Business Leadership Group (MBLG) via resolution.


Richland County's Economic Development office is aware of the effort as the MBLG provided a presentation on January 30 at the Convention Center. The office indicates improving the gateways into our community is a worthwhile endeavor as critics have harshly judged the County's appearance. Additionally, the Urban Land Institute has recommended more trees and less surface parking. The resolution also sends a "strong signal" of regional cooperation with Lexington County. Lastly, many economic development prospects fly into Columbia. Highway 302, just east of I-26, features a bar with a confederate flag – which may invoke negative imagery for some.

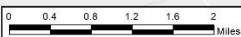
Outlined within the resolution are suggestions for beautification efforts which include plant improvements and the regulation of architectural designs for future development. Though the resolution implies a willingness to commit "resources" to the beautification project, the associated fiscal impact has not yet been quantified beyond estimates ranging from \$500,000 to \$1 million spread among six local governmental councils and the business community.

### Attachments:

1. Gateways to the Midlands PowerPoint Presentation
2. Resolution as proposed
3. Resolution as amended by recommendation of the County Attorney's Office
4. Memorandum – March 16, 2020

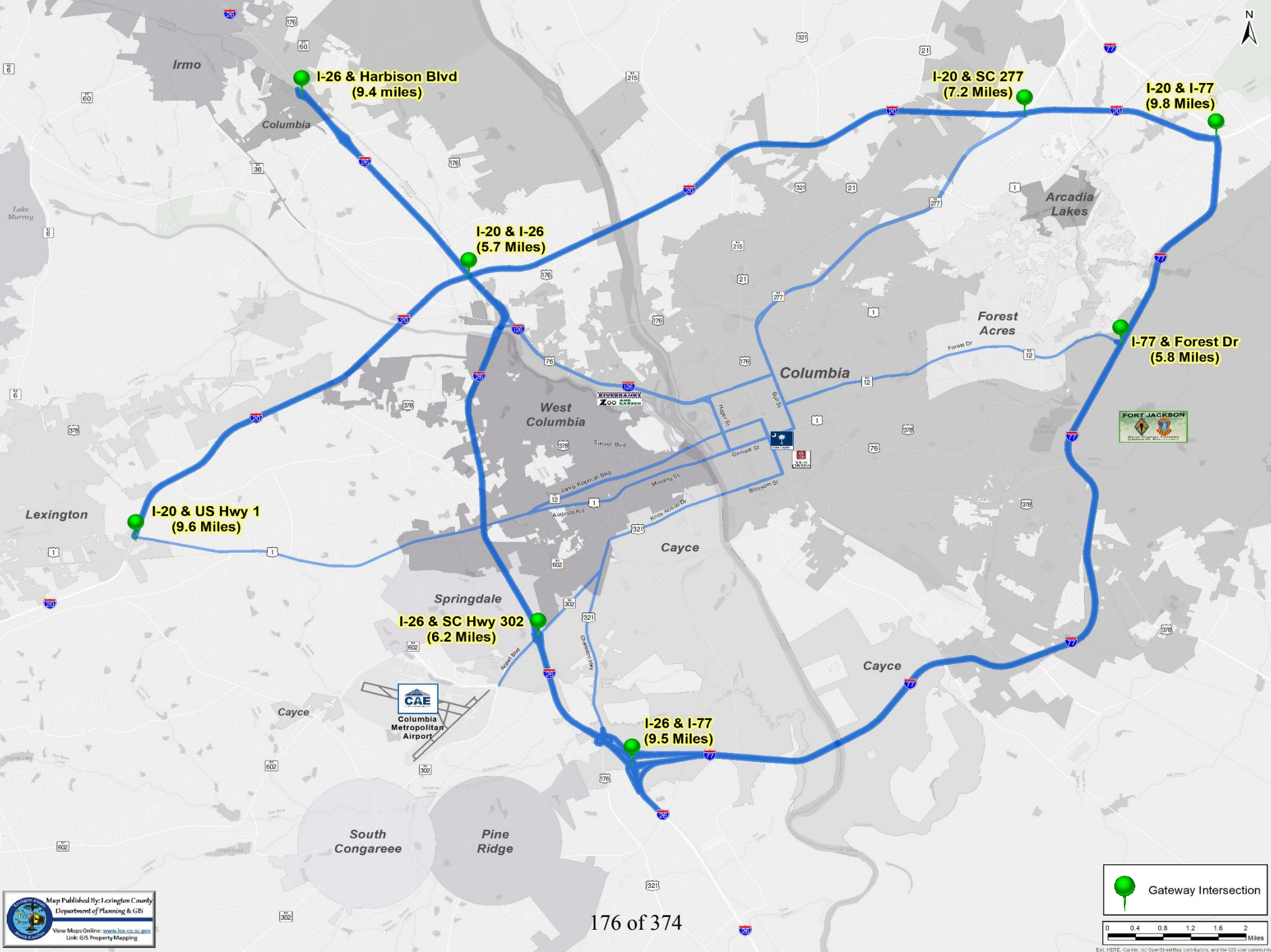



 Gateway Intersection

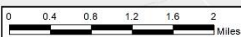


0 0.4 0.8 1.2 1.6 2 Miles

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS User community



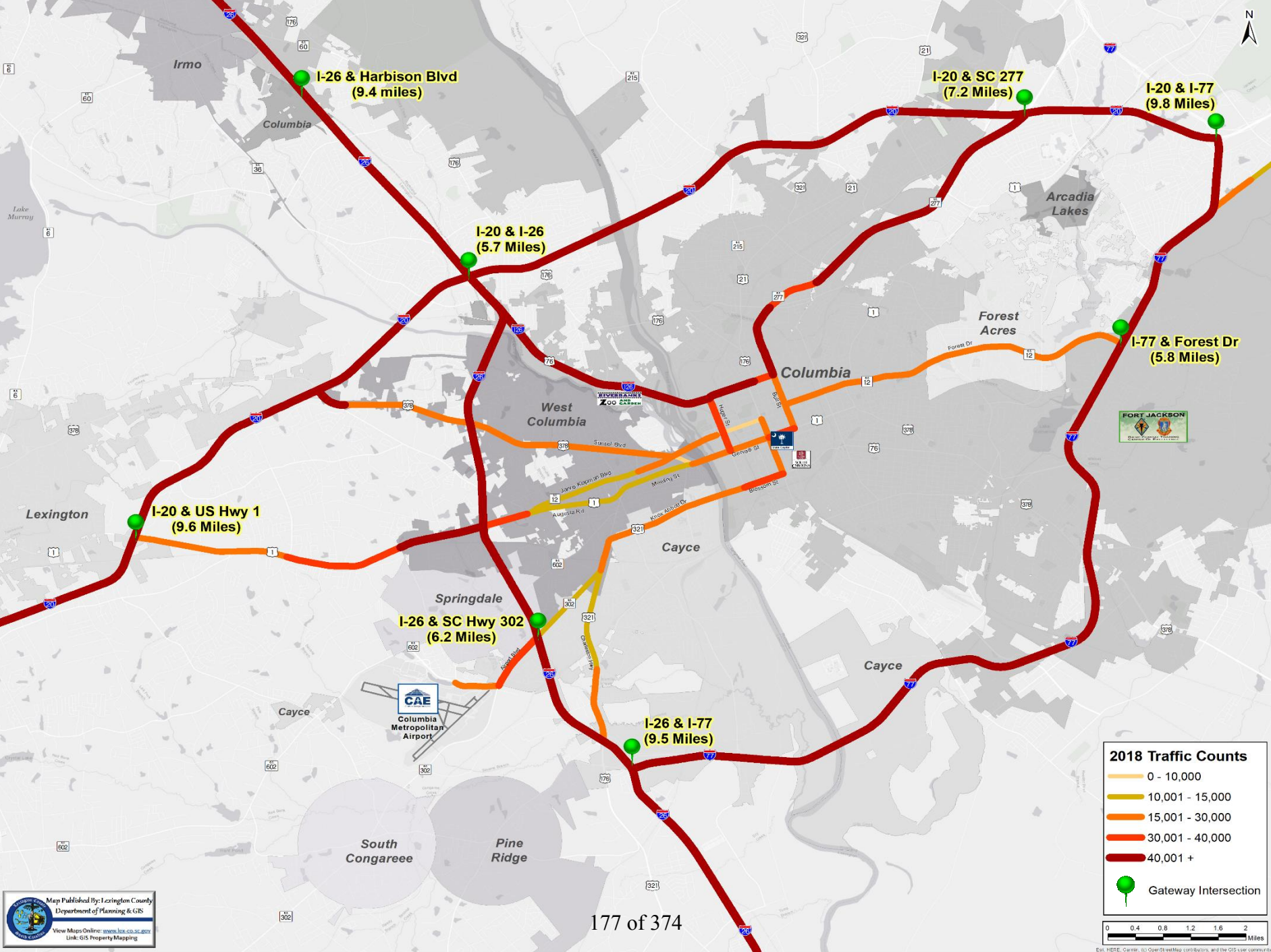
 Gateway Intersection



0 0.4 0.8 1.2 1.6 2 Miles

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community





**I-26 & Harbison Blvd  
(9.4 Miles)**

**I-20 & SC 277  
(7.2 Miles)**

**I-20 & I-77  
(9.8 Miles)**

**I-20 & I-26  
(5.7 Miles)**

**I-77 & Forest Dr  
(5.8 Miles)**

**I-20 & US Hwy 1  
(9.6 Miles)**

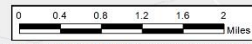
**I-26 & SC Hwy 302  
(6.2 Miles)**

**I-26 & I-77  
(9.5 Miles)**

**2018 Traffic Counts**

- 0 - 10,000
- 10,001 - 15,000
- 15,001 - 30,000
- 30,001 - 40,000
- 40,001 +

Gateway Intersection



Esri, HERE, DeLorme, Swi, OpenStreetMap contributors, and the GIS User community



1

20

Augusta Rd

Augusta

20

1



I-20 & US Hwy 1 (9.6 Miles To Capitol) 178 of 374



Spartanburg

Columbiana Cir



Harbison Blvd



Columbia

# I-26 & Harbison Blvd (9.4 Miles To Capitol)



200 ft  
100 m

# I-26 & SC Hwy 302 (6 Miles to Capitol)



I-26 & SC Hwy 302 (6 Miles to Capitol) 181 of 374



321

Cayce / West Columbia

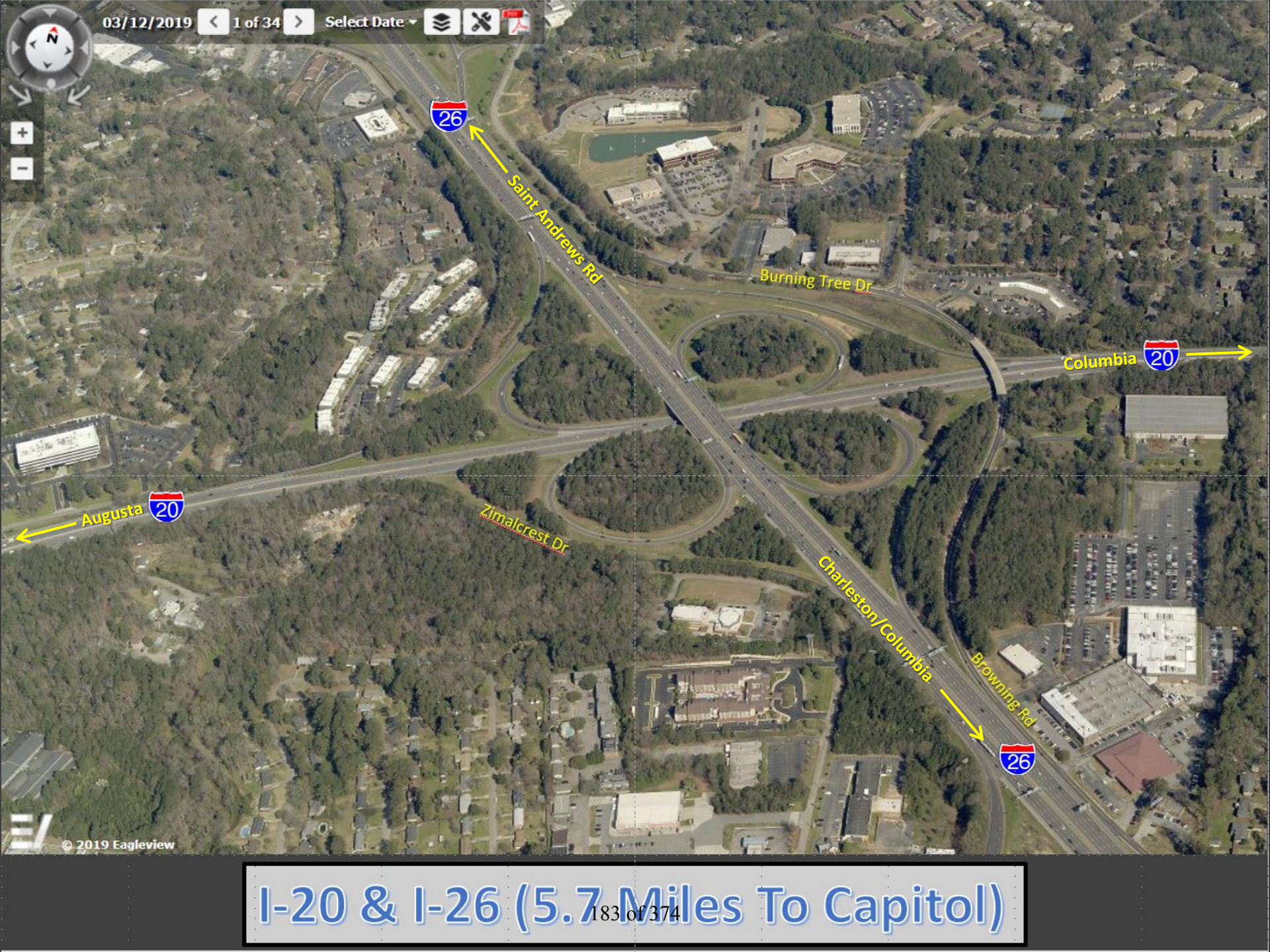
Charlotte / North Columbia

Charleston Hwy

Fish Hatchery Rd


Charleston

I-26 & I-77 (9.5 Miles To Capitol) 82 of 374



Saint Andrews Rd

Burning Tree Dr

Columbia 

Augusta 

Zimacrest Dr

Charleston/Columbia

Browning Rd 

I-20 & I-26 (5.7 Miles To Capitol) 183 of 374



03/07/2011

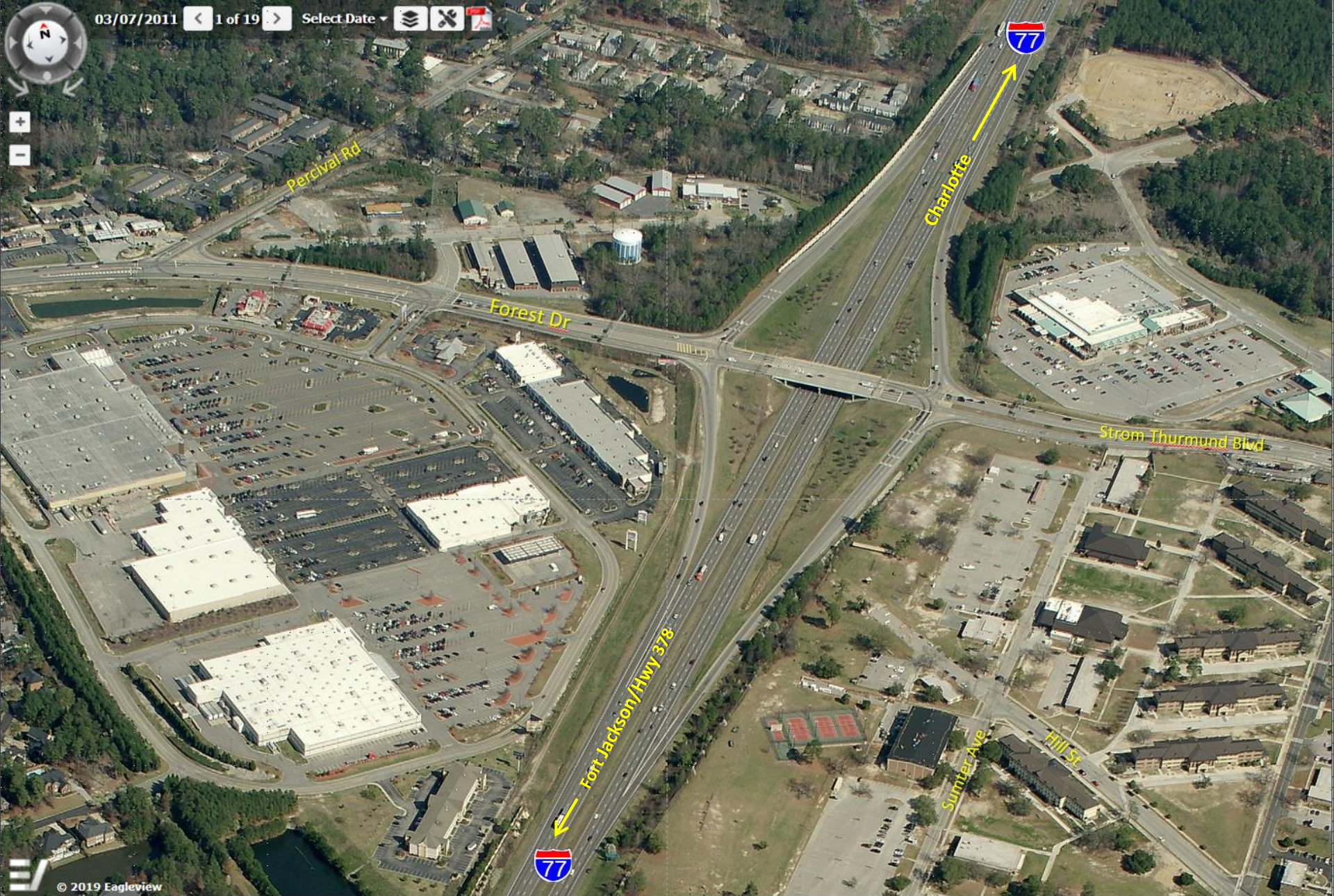
1 of 3

(2011)

© 2019 Eagleview

I-20 & I-77 (9.8 Miles To Capitol)





I-77 & Forest Dr (185 of 374 Miles To Capitol)



# I-20 & SC-277 (7.2 Miles To Capitol)

STATE OF SOUTH CAROLINA            )  
  ) RESOLUTION 19-\_\_\_\_\_

**FOR GATEWAY BEAUTIFICATION ENDORSEMENT**

WHEREAS, as we all know, the entranceway to our homes is something that we keep clean and inviting, so that our visitors get a clear first impression of the person who curated it. Hopefully, that impression is that this home is cared for, loved and kept in high regard; and

WHEREAS, it is our belief that, collectively, the same attitude needs to be taken as we welcome in visitors to the Greater Midlands area. With nearly 500,000 flight passengers landing at the Columbia Metropolitan Airport in 2019, Airport Boulevard has become the welcoming corridor to many Midlands visitors; and

WHEREAS, this became evident earlier this year when the City of Columbia hosted the 2019 NCAA Men’s Basketball Tournament, which brought fans from 33 different states and a local economic impact of \$11.3 million. All of them that flew into the Columbia Airport got their first glimpses of the communities we know and love by traveling down this corridor; and

WHEREAS, in order to make our community stand out as a shining example of what the Midlands has to offer in terms of business, livability and recreation, it is important that we work together to improve this corridor, so that it is something we are all proud to stand behind; and

WHEREAS, among the eight gateways to the Midlands identified by the Midlands Business Leadership Group, Airport Boulevard has been deemed as the most important and the top priority for improvement.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

It is upon all of us at Lexington and Richland counties, as well as the cities of Cayce, Columbia, Springdale and West Columbia, to take ownership of this entranceway and improve upon it. This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts which will regulate architectural designs for future development. Even though each community has its own intricacies and nuances, it is also important to show that we all work, live and love the Midlands together.

We fully endorse the beautification of the Airport Boulevard corridor. Furthermore, we will put forth whatever is needed in terms of ideas, skills and resources to ensure we make our entrance way something to be cherished and proud of for years to come.

We have come together before to make the Midlands great. We believe that we can all come together again to ensure that we stand out as *the entranceway* for our communities and our great state.

\_\_\_\_\_  
Lexington County Council Chairman

\_\_\_\_\_  
Richland County Council Chairman

\_\_\_\_\_  
Mayor of the City of Cayce

\_\_\_\_\_  
Mayor of the City of Columbia

\_\_\_\_\_  
Mayor of the Town of Springdale

\_\_\_\_\_  
Mayor of the City of West Columbia



**RICHLAND COUNTY  
ADMINISTRATION**

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



## Memorandum

**To:** Richland County Council

**From:** Ashley M. Powell, Assistant County Administrator

**CC:** Leonardo Brown, County Administrator  
Ashiya Myers, Assistant to the County Administrator

**Date:** March 16, 2020  
Updated June 8, 2020

**Subject:** Midlands Business Leadership Group – *Gateway Beautification*

During its February 25, 2020 Administration & Finance committee meeting, the Committee requested that I vet the Midlands Business Leadership Group (MBLG) gateway beautification proposal.

Derivative of my review of the documents at my disposal (those that were included in the February 18, 2020 briefing document), and the May 20, 2020 virtual MBLG Governmental Cooperation meeting, I offer the following:

- **The methodology employed for establishing target areas for beautification is sound.**
  - As this initiative seeks to enhance gateways, it is prudent to define said gateways by assessing the paths most frequently utilized as means of ingress/egress.
  - This approach allows efforts to be targeted as is dictated by data rather than a subjective assessment of need. This better ensures equitable use of combined resources.
  - Lastly, where methodology is concerned, utilization of traffic count data has the two-fold benefit of identification and prioritization.
  
- **There is no apparent, direct conflict where Richland Renaissance is concerned.**
  - The resolution, as presented, cites plant and vegetative improvements along roadways as the tangible realization of the MBLG plan. This would support/enhance the beautification efforts within the County's Renaissance plan.
    - During the May 20, 2020 virtual meeting, I was able to see initial drawings for beautification proposed at I-77/Forest Drive. Like measures would not impede future gateway signage.
  - However, the County is likely to target some of the same/proximate areas when installing gateway signage. As such, it should be understood and/or expressly stated that continued collaboration that allows the County to be an influential partner in decision-making where improvements, phasing and timeline are concerned is necessary.

There is language in the resolution that I question as necessary and/or viable as follows below:

- ... *This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts, which will regulate architectural designs for future development.*
  - Regulations that pertain to growth and development within a jurisdiction are appropriately decided by its professional Planning staff and enacted as policy via its governing body. To externalize such a thing would not be advisable.

In conclusion, it is my assessment that the intent of the resolution and concept it seeks to further are both practical and of substantial benefit to the County, its citizens and neighboring jurisdictions.

As such, it is my recommendation that Richland County Council offer its full endorsement of the beautification of the Airport Boulevard corridor and other areas identified as priority in the MBLG plan contingent upon the following:

- MBLG and its individual members agree to continued collaboration that allows the County to be an influential partner in decision-making where improvements, phasing and timeline are concerned;
- The resolution is amended to reflect the recommendations of the County Attorney's Office; and
- The resolution is modified to identify MBLG as a stakeholder group in future discussions around regulations for growth and development within the County rather than reading as though the alliance will serve as an authority on possible, future overlay districts and/or the establishment of architecture and design guidelines

Per conversations during the May 20, 2020 meeting, all other, relevant jurisdictions have already executed the resolution. As such, I would further recommend that, if appropriate, Richland County execute the document making known its full support of the spirit of the resolution and submit with it, and for record, a letter detailing the conditions under which the County offers its support. I defer to the Office of the County Attorney as to the appropriateness of the proposed course of action; noting that modification of the resolution at this time would require all other jurisdictions to re-route and execute the document.

Ashley M. Powell, Assoc. AIA, AICP



## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and Infrastructure Credit Agreement, and amendments of certain existing fee-in-lieu of ad valorem agreements, by and between Richland County, South Carolina and Project Quattro; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: July 14, 2020 {Tentative}

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INFRASTRUCTURE CREDIT AGREEMENT, AND AMENDMENTS OF CERTAIN EXISTING FEE-IN-LIEU OF *AD VALOREM* AGREEMENTS, BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT QUATTRO; TO PROVIDE FOR PAYMENTS OF FEES-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the “Code”), as amended (the “Simplification Act”), Title 4, Chapter 12 of the Code (the “Chapter 12 Act”) and Title 4, Chapter 29 of the Code (the “Chapter 29 Act”, and together with the Simplification Act and the Chapter 12 Act the “Acts”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Acts, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the Acts;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of the Simplification Act to enter into and amend certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Simplification Act);

WHEREAS, pursuant to the Acts and MCIP Act, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the “State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a “fee agreement,” as defined in the Simplification Act);



WHEREAS, Project Quattro (the “Sponsor”) owns and operates a manufacturing facility (the “Facility”) located in the County;

WHEREAS, the Sponsor desires to expand the Facility consisting of taxable investment in real and personal property of not less than \$175,000,000 (“Project”);

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“2024 Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure;

WHEREAS, the County and Sponsor are parties to a Lease Purchase Agreement dated as of December 1, 1991, as amended by a First Amendment to Lease Purchase Agreement dated as of May 1, 2010 (the “1991 Lease Agreement”);

WHEREAS, the County and Sponsor desire to amend certain provisions of the 1991 Lease Agreement in order to extend the term thereof (the “1991 Extension”) by entering into the Second Amendment to Lease Purchase Agreement between the County and Sponsor, the substantially final form of which is attached as Exhibit B;

WHEREAS, the County and Sponsor are parties to a Lease and Financing Agreement dated as of November 1, 2004 (the “2004 Lease Agreement”);

WHEREAS, the County and Sponsor desire to amend certain provisions of the 2004 Lease Agreement to extend the term thereof (the “2004 Extension”) by entering into the First Amendment to Lease and Financing Agreement between the County and Sponsor, the substantially final form of which is attached as Exhibit C;

WHEREAS, the County and Sponsor are parties to a Fee Agreement dated as of December 31, 2013 (the “2013 Fee Agreement”, and together with the 1991 Lease Agreement and the 2004 Lease Agreement the “Existing Fee Agreements”);

WHEREAS, the County and Sponsor desire to amend certain provisions of the 2013 Fee Agreement to extend the term thereof (the “2013 Extension”, and together with the 1991 Extension and the 2004 Extension the “Existing Agreement Extensions”) by entering into the First Amendment to Fee Agreement between the County and Sponsor, the substantially final form of which is attached as Exhibit D;

WHEREAS, as an inducement to maintaining the Facility and further investing in the Facility through the Project, through any combination of the following: additions and/or improvements to infrastructure, the construction of one or more new buildings, investment involving one or more existing buildings, and/or the addition of machinery and equipment at the Facility, the Sponsor has requested the County to provide Infrastructure Credits against certain of the FILOT Payments derived from the Existing Fee Agreements and Payments derived from property located in the Park that is not subject to a fee agreement under the Acts; and

WHEREAS, the County desires to enter into an Infrastructure Credit Agreement between the County and Sponsor, the substantially final form of which is attached as Exhibit E (the “Infrastructure Agreement”), to provide Infrastructure Credits against certain of the Sponsor’s FILOT Payments derived from the

Existing Fee Agreements and FILOT Payments derived from property located in the Park that is not subject to a fee agreement under the Acts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs;

(d) The Facility and the Project, including the Existing Agreement Extensions and the 2024 Fee Agreement, and the Infrastructure Credit Agreement will directly and substantially benefit the general public welfare of the County by providing the retention of jobs and employment; the increase of the ad valorem tax base; and other public benefits.

**Section 2. Approval of Incentives; Authorization to Execute and Deliver 2024 Fee Agreement.** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the 2024 Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the 2024 Fee Agreement that is before this meeting are approved and all of the 2024 Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the 2024 Fee Agreement in the name of and on behalf of the County at such time as is requested by the Sponsor, but no later than December 31, 2024, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the 2024 Fee Agreement to the Sponsor.

**Section 3. Inclusion within the Park.** The expansion of the Park boundaries to include the Project, and the Facility to the extent any portion is not already included in the Park, is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. Approval of Existing Agreement Extensions; Authorization to Execute and Deliver Existing Agreement Amendments.** The incentives as described in this Ordinance, and as more particularly set forth in the Existing Agreement Extensions, with respect to the Facility and/or Project are hereby approved. The form, terms and provisions of the Existing Agreement Extensions that are before this meeting are approved and all of the Existing Agreement Extensions’ terms and conditions are incorporated in this Ordinance by reference. The Chair is authorized and directed to execute the Existing Agreement Extensions

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 Existing Agreement Extensions and to deliver the Existing Agreement Extensions to the Sponsor.

**Section 5. Approval of Infrastructure Agreement; Authorization to Execute and Deliver Infrastructure Agreement.** The incentives as described in this Ordinance, and as more particularly set forth in the Infrastructure Agreement, with respect to the Facility and/or Project are hereby approved. The form, terms and provisions of the Infrastructure Agreement that are before this meeting are approved and all of the Infrastructure Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair is authorized and directed to execute the Infrastructure 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 Infrastructure Agreement and to deliver the Infrastructure Agreement to the Sponsor.

**Section 6. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance, the 2024 Fee Agreement, the Existing Agreement Extensions, and the Infrastructure Agreement.

**Section 7. Savings Clause.** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 8. General Repealer.** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 9. Effectiveness.** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: July 14, 2020  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF 2024 FEE AGREEMENT**

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

**BETWEEN**

**PROJECT QUATTRO**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF JANUARY 1, 2024**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	Project Quattro	
<b>Project Location</b>	[to be added]	
<b>Tax Map No.</b>	[to be added]	
<b>FILOT</b>		
• Phase Exemption Period	Thirty (30) years	
• Contract Minimum Investment Requirement	\$120,000,000	
• Investment Period	Ten (10) years	
• Assessment Ratio	6%	
• Millage Rate	Lowest allowable	
• Fixed or Five-Year Adjustable Millage	Fixed	
<b>Multicounty Park</b>	n/a	
<b>Infrastructure Credit</b>	10%	
• Brief Description	10%	
• Credit Term	10 years	
• Claw Back Information	Pro-rata repayment required if Contract Minimum Investment Requirement not met by the end of the Investment Period	
<b>Other Information</b>	FILOT Payment calculation to be made using net present value FILOT terms pursuant to Section 12-44-50(A)(2) of the FILOT Act based on net present value calculations	



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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Quattro, a corporation organized and existing under the laws of the State of [ ] (“*Sponsor*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor desires to invest in its facility located in the County (“*Facility*”), through any combination of the following: additions and/or improvements to Infrastructure, the construction of one or more new buildings, investment involving one or more existing buildings, and/or the addition of machinery and equipment at the Facility and has requested the County to commit to provide certain incentives to the Sponsor by entering into this Fee Agreement;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement.

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

### ARTICLE I DEFINITIONS

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

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be January 1, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$120,000,000.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

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

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2034, the Final Termination Date is expected to be January 15, 2065, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period is expected to end on December 31, 2034.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER COUNTY], South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“NPV FILOT Minimum Investment Requirement”** means an investment of at least \$45,000,000 in the Project within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as set forth in Section 12-44-50(A)(3).

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Quattro and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located the Facility in the Multicounty Park and will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending

December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2025, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to [ ], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 20[ ].

As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the FILOT Act, the County hereby approves the Sponsor's request to calculate the FILOT Payments based on an alternative payment method yielding (over the Phase Exemption Period for each Phase) a payment stream which has

the same net present value as the payment stream which would be generated using the standard FILOT calculation provided under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth above in Section 4.1 of this Fee Agreement. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Fee Agreement is executed, which the parties believe to be [ ]% (i.e., the discount rate so in effect on [ ]). If no yield is available for the month in which this Fee Agreement is executed, the last published yield for the appropriate maturity available must be used. If there are no bonds of appropriate maturity available, bonds of different maturities may be averaged to obtain the appropriate maturity.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes; provided, however, that notwithstanding the foregoing provisions of this **Section 4.3**, if any part of the Economic Development Property is so removed and disposed of, then the Sponsor is obligated to pay to the County an amount equal to the difference between (i) what the Sponsor would have paid to the County with respect to such Economic Development Property using the standard FILOT calculation described in Section 12-44- 50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement and (ii) the amount actually paid by the Sponsor using the alternative payment method FILOT described in Section 12-44-50(A)(2) and the

factors set forth in **Section 4.1** of this Fee Agreement (a “Differential Payment”), after taking into account the Special Source Credits that would have applied, or did apply, to each such FILOT Payment, as the case may be. Such Differential Payment will be made and included by the Sponsor with the FILOT Payment due to the County for the tax year corresponding to the property tax year in which such removal and disposal occurs.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. *Calculating FILOT Payments on Diminution in Value.*** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. *Payment of Ad Valorem Taxes.*** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the



calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**Section 4.9. Failure to Satisfy the NPV FILOT Minimum Investment Requirement.** In the event that the NPV FILOT Minimum Investment Requirement is not satisfied, but the Act FILOT Minimum Investment Requirement is nevertheless satisfied, then the FILOT Payments shall revert retroactively and prospectively to the amounts due under Section 12-44- 50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement, and in such event, the Sponsor shall pay to the County a Differential Payment as described in **Section 4.3** of this Fee Agreement.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim Infrastructure Credits to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this **Section 5.1** exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## ARTICLE VI CLAW BACK

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

## ARTICLE VII DEFAULT

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility or a complete cessation of production at the Facility that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in

addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having

entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$[\_\_\_\_\_]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**ARTICLE IX  
SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project Quattro  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO (does not constitute notice):**

Burr & Forman LLP  
Attn: Erik Doerring  
1221 Main Street, Suite 1800 (29201)  
Post Office Box 11390  
Columbia, South Carolina 29211

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Emily Luther  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*



**PROJECT QUATTRO**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**[TO BE INSERTED]**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Sponsor shall be entitled to receive, and the County shall provide, Infrastructure Credits against each FILOT Payment due from the Sponsor under this Fee Agreement for the first ten (10) years of this Fee Agreement in an amount equal to ten percent (10%) of each such FILOT Payment, commencing with the tax year for which the initial FILOT Payment is due under this Fee Agreement.

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY UNDER THIS FEE AGREEMENT WITH RESPECT TO THE PROJECT.



**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Sponsor fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period the Sponsor shall be required to pay the Repayment Amount.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \frac{\text{Actual Investment Achieved}}{\text{Contract Minimum Investment Requirement}}$$

In calculating the investment achievement percentage, only the investment made up to the Contract Minimum Investment Requirement will be counted.

*For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$96,000,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$96,000,000 / \$120,000,000 = 80\%$$

$$\text{Claw Back Percentage} = 100\% - 80\% = 20\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 20\% = \$200,000$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

**EXHIBIT B**

**FORM OF SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT (1991 EXTENSION)**

## SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT (this “Amendment”), dated as of \_\_\_\_\_, 2020, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT QUATTRO, a [state] corporation (the “Company”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Lease Agreement (hereinafter defined).

### RECITALS

WHEREAS, pursuant to Lease Purchase Agreement dated as of December 1, 1991 (the “Lease Agreement”) between the County and the Company, as successor by merger to [to be inserted prior to third reading], County agreed to lease to the Company and the Company agreed to lease from the County the Building and Equipment;

WHEREAS, the County and the Company entered a First Amendment to Lease Purchase Agreement dated as of May 1, 2010 (the “First Amendment”) in order to extend the term of the Lease Agreement and modify the payment in lieu of ad valorem taxes payable by the Company thereunder during such extended term;

WHEREAS, [insert applicable language for memorandum of lease, any related amendments to the memorandum of lease]; and

WHEREAS, the County and the Company desire to amend certain provisions of the Lease Agreement and Memorandum of lease, as amended, to further extend the term thereof and modify the payment in lieu of ad valorem taxes payable by the Company thereunder during such extended term.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I AMENDMENTS

Section 1.1. Section 4.3 of the Lease Agreement is hereby amended and restated as follows:

The County agrees to deliver to the Company sole and exclusive possession of the Building and the Equipment for twenty (20) years from the date of acquisition of title of each asset by the County (the “Original Lease Term”) plus an additional period of twenty (20) years from the expiration of the Original Lease Term, forty (40) years in total (the “Extended Lease Term”), and the Company thereupon and thereafter shall have sole and exclusive possession of each asset during that period. The Original Lease Term and the Extended Lease Term shall be referred to collectively herein as the “Lease Term”.

Section 1.2 Section 4.6 of the Lease Agreement is hereby amended and restated as follows:

Payments-in-Lieu-of-Taxes. The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make payments to the County in lieu of ad valorem property taxes with respect to the Project. In accordance with Section 4-29-67 of the Act, and unless sooner terminated in accordance with Section 11.1 or unless the option to purchase provided for in Section 11.2 is exercised, the Company shall make forty (40) annual Payments-in-Lieu-of-Taxes for the portion of the Project placed in service each year during the Project Period, said payments being due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. Such amounts shall be calculated as follows:

In each year of the Original Lease Term, the Payment-in-Lieu-of-Taxes payable by the Company shall be the amount determined pursuant to the Lease Agreement prior to the effective date of the First Amendment.

Thereafter, in each year of the Extended Lease Term, the Company shall become liable to the County for an amount equal to the sum of (a) the amount that would be due as taxes on the undeveloped property if it were taxable, and (b) the product of multiplying (i) the millage rate in effect for the then current year by (ii) six percent (6%) of the fair market value of each asset included within the Building or Equipment (determined by the South Carolina Department of Revenue as though title to such assets were in the name of the Company and subject to ad valorem taxes) that has been placed into service prior to the year of payment, determined at the time of payment and including all deductions for depreciation or diminution in value allowed by the tax laws and all applicable ad valorem tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State and the exemption allowed pursuant to Section 12-37-220(B)(32) of the Code of Laws of South Carolina, 1976, as amended, and determined without regard to capitalized interest.

## ARTICLE II MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Lease Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment [including amendment to memo] need not be made in the Lease Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Lease Agreement, any reference in any of such items to the Lease Agreement [including memo] being sufficient to refer to the Lease Agreement [and memo] as amended hereby. The County and the Company confirm all their respective

representations and covenants made under the Lease Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment and/or memo may be recorded in the office Richland County Register of Deeds, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 2.4. This Amendment shall be governed by South Carolina law.

This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

[Signature Page of the County]

[Signature Page of the Company Follows]

INTERNATIONAL PAPER COMPANY

[SEAL]

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

[Signature Page of the Company]

**EXHIBIT C**

**FORM OF FIRST AMENDMENT TO LEASE AND FINANCING AGREEMENT (2004 EXTENSION)**



## FIRST AMENDMENT TO LEASE AND FINANCING AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND FINANCING AGREEMENT (this “Amendment”), dated as of \_\_\_\_\_, 2020, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT QUATTRO, a [state] corporation (the “Company”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Lease Agreement (hereinafter defined).

### RECITALS

WHEREAS, pursuant to Lease and Financing Agreement dated as of November 1, 2004 (the “Lease Agreement”) between the County and the Company, County agreed to lease to the Company and the Company agreed to lease from the County the Fee Property;

WHEREAS, [memo of lease reference]; and

WHEREAS, the County and the Company desire to amend certain provisions of the Lease Agreement, [and the related memo], to extend the term thereof and modify the payment in lieu of ad valorem taxes payable by the Company thereunder during such extended term.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I AMENDMENTS

Section 1.1. The definition of “Term” in Article I is hereby amended and restated as follows:

“Term” shall mean the term of this Agreement which shall coincide with the maximum term of the fee in lieu of tax payment benefits provided under the Act. The maximum term of the fee in lieu of tax payment benefits provided under the Act is thirty (30) years for each Phase of the Project.

Section 1.2 Section 5.3 of the Lease Agreement is hereby amended and restated as follows:

The Issuer agrees to deliver to the Company sole and exclusive possession of the Project for thirty (30) years from the first day of the Tax Year immediately after the In-Service Date for each Phase of the Project, and the Company thereupon and thereafter shall have sole and exclusive possession of the Project during that period. This Agreement shall terminate upon the earliest to occur of (a) payment of the final installment of Fee Payments pursuant to Section 5.6(b), (b) exercise by the Company of its option to terminate pursuant to Section 11.1 hereof, and (c) exercise by the Company of its option to purchase pursuant to Section 11.5 hereof; but in no event shall the Company be relieved of its obligations under Section 5.4 of this

Agreement prior to the date when all of the Bonds shall have been fully paid and retired.

Section 1.3 The first sentence of Section 5.6(b)(iii) of the Lease Agreement is hereby amended and restated as follows:

Any asset becoming a part of the Project (other than Replacement Property) during the Fee Property Investment Period shall be included in the calculation of payments pursuant to paragraph (b)(i) above, for a period not exceeding thirty (30) years following the year in which the Phase in which such asset is included became a part of the Project.

Section 1.4 There shall be added a new Section 5.3(b)(v):

(v) Following the extension of the Term from twenty (20) years to thirty (30) years provided for by this Amendment, the Fee Payments shall be recalculated using a discount rate of 4.6 percent per annum.

Section 1.5 [corresponding amendment to memo]

## ARTICLE II MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Lease Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need to be made in the Lease Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Lease Agreement, any reference in any of such items to the Lease Agreement being sufficient to refer the Lease Agreement as amended hereby. The County and the Company confirm all their respective representations and covenants made under the Lease Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment [and/or related memo] may be recorded in the office Richland County Register of Deeds, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 2.4. This Amendment shall be governed by South Carolina law.

This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

[Signature Page of the County]

[Signature Page of the Company Follows]

INTERNATIONAL PAPER COMPANY

[SEAL]

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

[Signature Page of the Company]

**EXHIBIT D**

**FORM OF FIRST AMENDMENT TO FEE AGREEMENT (2013 EXTENSION)**

## FIRST AMENDMENT TO FEE AGREEMENT

THIS FIRST AMENDMENT TO FEE AGREEMENT (this “Amendment”), dated as of \_\_\_\_\_, 2020, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT QUATTRO, a [state] corporation (the “Company”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Fee Agreement (hereinafter defined).

### RECITALS

WHEREAS, the County and the Company entered into a Fee Agreement dated as of December 31, 2013 (the “Fee Agreement”);

WHEREAS, the County and the Company desire to amend certain provisions of the Fee Agreement to extend the term thereof.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I AMENDMENTS

Section 1.1. Section 4.1 of the Fee Agreement is hereby amended and restated as follows:

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the fortieth (40th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

### ARTICLE II MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Fee Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need to be made in the Fee Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Fee Agreement, any reference in any of such items to the Fee Agreement being sufficient to refer the Fee Agreement as amended hereby. The County and the Company confirm all their respective representations and covenants made under the Fee Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment shall be governed by South Carolina law.

This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

[Signature Page of the County]

[Signature Page of the Company Follows]



PROJECT QUATTRO

[SEAL]

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

[Signature Page of the Company]

**EXHIBIT E**

**FORM OF INFRASTRUCTURE CREDIT AGREEMENT**

---

**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT QUATTRO**

**Effective as of: [\_\_\_\_\_]**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“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 Project Quattro, a [STATE] corporation (“Company” together with the County, “Parties,” each, a “Party”).

### W I T N E S S E T H :

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, the provisions of Title 4, Chapter 1 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), Title 4, Chapter 29 of the Code, Title 4, Chapter 12 of the Code, and Title 12, Chapter 44 (collectively, “Acts”), to grant credits (“Infrastructure Credit”) against fees-in-lieu of ad valorem property taxes (“Fee Payments”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Company owns and operates a manufacturing facility (the “Facility”) located in the County, and desires to expand the Facility through new investment of approximately \$175 million in taxable real and personal property (the “Project”);

WHEREAS, the County has approved the execution of a Fee-in-Lieu of Ad Valorem Taxes and Incentive Agreement with the Company related to the Project (the “New Fee Agreement”);

WHEREAS, the County and Company are parties to a Lease Purchase Agreement dated as of December 1, 1991, as amended by a First Amendment to Lease Purchase Agreement dated as of May 1, 2010 and a Second Amendment to Lease Purchase Agreement dated as of [Month, Day], 2020 (the “1991 Lease Agreement”);

WHEREAS, the County and Company are parties to a Lease and Financing Agreement dated as of November 1, 2004, as amended by the First Amendment to Lease and Financing Agreement dated as of [Month, Day], 2020 (the “2004 Lease Agreement”);

WHEREAS, the County and Company are parties to a Fee Agreement dated as of December 31, 2013, as amended by the First Amendment to Fee Agreement dated as of [Month, Day], 2020 (the “2013 Fee Agreement”, and together with the 1991 Lease Agreement and the 2004 Lease Agreement the “Existing Fee Agreements”);

WHEREAS, the Company makes certain Fee Payments on property that is located in the Park but not subject to the Existing Fee Agreements (the “Park Property”);

WHEREAS, as inducement to maintaining the Facility and further investing in the Facility through the Project, through any combination of the following: additions and/or improvements to infrastructure, the construction of one or more new buildings, investment involving one or more existing buildings,

and/or the addition of machinery and equipment at the Facility the Company has requested the County provide Infrastructure Credits against the Fee Payments derived from the Existing Fee Agreements and the Park Property;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Existing Fee Agreements and the Park Property 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 Acts 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 Acts 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; and

(e) Based on representations made by the Company to the County, the County has determined the Facility, the Project, and the Infrastructure will directly and substantially benefit the general public welfare of the County by providing the retention of jobs and employment; the increase of the ad valorem tax base; and other public benefits, including 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 [STATE], 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, as defined below, for 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 \$50,000,000 in taxable real and personal 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. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide Infrastructure Credits against certain of the Company’s Fee Payments due with respect to the Facility. The term, amount and calculation of the Infrastructure Credits is described in Exhibit A.

(b) For each property tax year in which the Company is entitled to Infrastructure Credits (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Facility net of the Infrastructure Credits set forth in Section 2.2 (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 ACTS 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 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, then the Company shall be required to pay the Repayment Amount and future credits shall be reduced by the Claw Back Percentage.

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

In calculating the investment achievement percentage, only the investment made up to the Investment Commitment will be counted.

*For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$40,000,000 had been invested at the Project by the Certification Date, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$40,000,000/\$50,000,000 = 80%*

*Claw Back Percentage = 100% - 80% = 20%*

*Repayment Amount = \$1,000,000 x 20% = \$200,000*

*Future credits would be reduced by 20%.*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

**Section 2.4. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the property subject to the Existing Fee Agreement, Park Property, and New Fee Agreement. 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 B, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Infrastructure Credits.** 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 Facility 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 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 Facility and have access to and examine the Company's books and records relating to the Facility for the purposes of (i) identifying the Facility; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. *Assignment.*** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.*** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. *Severability.*** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. *Limitation of Liability.***

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the

covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina  
Attn: Director of Economic Development  
2020 Hampton Street  
Columbia, South Carolina 29204  
Phone: 803.576.2043

Fax: 803.576.2137

with a copy to  
(does not constitute notice):

Parker Poe Adams & Bernstein LLP  
Attn: Emily Luther  
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:

Project Quattro  
[ ]

with a copy to

Burr & Forman LLP  
Attn: Erik Doerring  
1221 Main Street, Suite 1800 (29201)  
Post Office Box 11390  
Columbia, South Carolina 29211  
Phone: 803.799.9800  
Fax: 803.753.3278

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 \$[ ]. 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 Facility pursuant to the terms of this Agreement.

**Section 4.17. *Business Day.*** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

*(SEAL)*  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

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

**PROJECT QUATTRO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A (See Section 2.1)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The County shall provide a ten percent (10%) Infrastructure Credit against the Fee Payments due and owing from the Company to the County under the Existing Fee Agreements and for other property located in the Park; provided the cumulative total amount of the Infrastructure Credit shall not exceed the Company's Infrastructure Costs. The Company's Infrastructure Costs shall include all Infrastructure Costs at the Facility, regardless of whether the Infrastructure Costs are made under or subject to the Existing Fee Agreements.

The Company is eligible to receive the Infrastructure Credit for a period of ten (10) consecutive years, beginning with the Fee Payments due on January 15, 2021 (the "Credit Term").

**EXHIBIT B (See Section 2.2)**

**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



RESOLVED: July \_\_\_\_\_, 2020

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

*(SEAL)*  
ATTEST:

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Clerk to County Council



**Section 4. Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

APPROVED AND ADOPTED IN A MEETING THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman  
Richland County Council

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Richland County Clerk to Council

**EXHIBIT A**

**Form of Joinder Agreements**



## **JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement, effective May 21, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Sponsor”).

### **1. Joinder to Fee Agreement.**

Longbeard Farms, LLC, a South Carolina limited liability company authorized to conduct business in the State of South Carolina (the “State”), (the “Sponsor Affiliate”) hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

### **2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

### **3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

### **4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

### **5. Notice.**

Notices under **Section 10.1** of the Fee Agreement shall be sent to:

Longbeard Farms, LLC

Attn: Jan H. Stamps  
c/o Michael Todd Stamps under Power of Attorney  
1550 Vanboklen Road  
Eastover, South Carolina 29044

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

**LONGBEARD FARMS, LLC,**  
A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AS SPONSOR  
AFFILIATE

By: \_\_\_\_\_  
Name: Michael Todd Stamps, as attorney-in-fact for Jan H.  
Stamps pursuant to that certain Power of Attorney dated

\_\_\_\_\_  
Its: Sole Member

IN WITNESS WHEREOF, the undersigned hereby designates the above-named entity as a Sponsor Affiliate under the Fee Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: Brent Beerley  
Its: Manager

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature page to Joinder Agreement]*

## **JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement, effective May 21, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Eastover Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Sponsor”).

### **1. Joinder to Fee Agreement.**

Palisades Properties, Inc., a Delaware corporation authorized to conduct business in the State of South Carolina (the “State”), and William V. Roberts, individually, and Jane R. Ballard 2017 Irrevocable Trust, an irrevocable trust (each, a “Sponsor Affiliate”, collectively, the “Sponsor Affiliates”) hereby (a) join as parties to, and agree to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if each were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by each Sponsor Affiliate as if it were a Sponsor; (c) acknowledge and agree that (i) according to the Fee Agreement, each of the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) each of the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

### **2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

### **3. Representations of the Sponsor Affiliates.**

(a) Palisades Properties, Inc. represents and warrants to the County as follows:

- (i) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(b) William V. Roberts represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

(c) Jane R. Ballard 2017 Irrevocable Trust represents and warrants to the County as follows:

- (i) The Sponsor Affiliate has power to enter into this Joinder Agreement and has duly authorized the execution and delivery of this Joinder Agreement.
- (ii) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.
- (iii) The execution and delivery of this Joinder Agreement and the availability of the fee-in-lieu-of-tax arrangement and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under **Section 10.1** of the Fee Agreement shall be sent to:

Palisades Properties, Inc.  
Attn: William V. Roberts  
7301 Carmel Executive Park, Suite 222  
Charlotte, North Carolina 28226

William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

Jane R. Ballard 2017 Irrevocable Trust  
Attn: William V. Roberts  
8806 Winged Bourne Road  
Charlotte, North Carolina 28210

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

**PALISADES PROPERTIES, INC.,**  
A DELAWARE CORPORATION, AS SPONSOR AFFILIATE  
(73.36% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: President

\_\_\_\_\_  
Date

**WILLIAM V. ROBERTS,**  
INDIVIDUALLY, AS SPONSOR AFFILIATE  
(19.34% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts, individually

\_\_\_\_\_  
Date

**JANE R. BALLARD 2017 IRREVOCABLE TRUST,**  
AS SPONSOR AFFILIATE  
(7.30% OWNERSHIP INTEREST)

By: \_\_\_\_\_  
Name: William V. Roberts  
Its: Trustee

IN WITNESS WHEREOF, the undersigned hereby designates each of the above-named entities as a Sponsor Affiliate under the Fee Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

**EASTOVER SOLAR LLC,**  
A DELAWARE LIMITED LIABILITY COMPANY, AS SPONSOR

By: \_\_\_\_\_  
Name: Brent Beerley  
Its: Manager

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of each of the above-named entities as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature page to Joinder Agreement]*



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: L. L. (Buddy) Wilson, Jr.

Home Address: 140 Hamilton Park Dr., Irmo, SC 29063

Telephone: (home) 803-917-8996 (work) 803-917-8996

Office Address: 1711 Gervais St., Columbia, SC 29201

Email Address: bwilson007@earthlink.net

Educational Background: Master of Business Administration, Georgia State University, 1971

Professional Background: Residential Real Estate Broker, Coldwell Banker Residential Brokerage

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Lexington Richland Alcohol & Drug Abuse Council

Reason for interest: Have served one three year term on board and wish to continue service.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

I am a long term member of the recovering community, and I believe in this board's commitment to alcohol  
and drug prevention in our community.

Presently serve on any County Committee, Board or Commission? Currently serve on the LRADAC Board

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: Ten

**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

October 22, 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.**

<b>Staff Use Only</b>	
Date Received: <u>  10-23-19  </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: Sommer C. Blair, LMSW
Home Address: 612 Whaley St, Apt 226, Columbia, 29201
Telephone: (home) 803-260-5223 (work)
Office Address: 1070 S. Lake Dr, Lexington, SC 29072
Email Address: sommercagleblair@gmail.com
Educational Background: Masters in Social Work, Graduate Certificate in Drug and Addiction Studies
Professional Background: Richland County Human Trafficking; UofSC School Behavioral Health Lab
Male [ ] Female [x] Age: 18-25 [x] 26-50 [ ] Over 50 [ ]
Name of Committee in which interested: LRADAC
Reason for interest: As a current case manager I would like to see a better working relationship between the child welfare system and the overwhelming number of clients that are referred to LRADAC for services.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have a history of working with clients who receive alcohol and /or drug abuse services but are also in need of greater social work involvement. I am a proponent of a community response and de-stigmatizing the services offered.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give?
Recommended by Council Member(s): Jim Manning
Hours willing to commit each month: 10

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No  \_\_\_\_\_

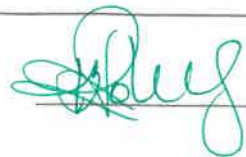
If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

James Blue, ZMSW 10/15/19  
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.**

<b>Staff Use Only</b>	
Date Received: <u>10-27-19</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: Michelle Drayton

Home Address: 504 Fountain Lake Rd

Telephone: (home) 803 238-5063 (work) 978-1848

Office Address: 9023 Garners Ferry Road

Email Address: drayton.michelle@yahoo.com

Educational Background: Masters Degree working on doctorate

Professional Background: Licensed Professional Counselor, Licensed

Male [ ] Female [ ] Age: 18-25 [ ] 26-50 [x] Over 50 [ ] Addictions Counselor

Name of Committee in which interested: LEADAC

Reason for interest: I am an addictions counselor and they are in my field

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I have been working with addictions ten plus years. I did my practicum and internship there.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? n/a

Recommended by Council Member(s): n/a

Hours willing to commit each month: whatever is necessary

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: \_\_\_\_\_

\_\_\_\_\_

*Richelle Dreyer* 4-8-20  
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.**

<b>Staff Use Only</b>	
Date Received: <u>4-8-2020</u>	Received by: <u><i>[Signature]</i></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: Harold (Harry) C. Ward
Home Address: 720 Kilbourne Rd., Columbia, SC 29205
Telephone: (home) 803-256-1241 (work) 803-240-5019
Office Address: 720 Kilbourne Rd., Columbia, SC 29205
Email Address: haroldcward@gmail.com
Educational Background: B.S. Business Administration
Professional Background: Business Management and Financial Services
Male [ ] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [ ]

Name of Committee in which interested: LRADAC
Reason for interest: Prior Board Member of LRADAC, 1996-2004. Proud to see wonderful program growth for those in recovery.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Blessed with 34 years Alcohol Sobriety which afforded me an active and productive life. Active in other recovery and drug programs in effort to give back.
Presently serve on any County Committee, Board or Commission? Township Auditor
Any other information you wish to give? Former Palmetto Health Board, 2005-12
Recommended by Council Member(s):
Hours willing to commit each month: As needed by Board and Agency.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes  (Pardon 8-2-17) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*David Conrad*  
Applicant's Signature

*March 18, 2020*  
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>3-20-2020</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

## Richland County Council Request for Action

**Subject:**

Continuation of Recovery Consultancy Services – Change Order #8 for Task Order #

**Notes:**

Tetra Tech is the disaster recovery firm that has been employed by Richland County since shortly after the October 2015 flood. The consulting expertise, staffing, and capacity of Tetra Tech has ensured Richland County is successfully administering the SFR program through its Task Order #7 – Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services (October 2015) Severe Storm and Flooding as current County staff does not have the expertise or the resources. The current COVID-19 pandemic and public health crisis has significantly affected the ability for contractors to conduct work due to homeowners' inability to hire movers, homeowners' fear of the virus, and contractor's workforce affected by the pandemic, which necessitates an extension of the period of performance with corresponding funding through a change order.

**May 28, 2020:** The BRC reviewed the change order and unanimously recommended County Council approve Tetra Tech Change Order #8 for Task Order #7 to extend the period of performance to October 2, 2020 and increase the task order to \$214,176.00 due to delays from COVID-19.

**June 16, 2020:** Council deferred this item.

**RICHLAND COUNTY, SOUTH CAROLINA  
TASK ORDER No. 7-2016-RichlandCo**

**CHANGE ORDER  
AUTHORIZATION No. 8**

In accordance with **TASK ORDER No. 7-2016-RichlandCo** dated June 27, 2016 between **Richland County, South Carolina** (County) and **Tetra Tech, Inc.** (Tetra Tech), County hereby authorizes the following **Scope of Services** to be performed for the **Period of Performance** and **Estimated Project Cost** as set forth herein:

**PROJECT:** Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services -- October/2015 Severe Storm and Flooding

The Task Order is amended as follows:

**SCOPE OF SERVICES:**

**Delete:** The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A7**.

**Add:** The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A8**.

**PROJECT SCHEDULE/TIMELINE:**

The new Period of Performance will end on October 2, 2020. The project work schedule will be reviewed during the last 90 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

**ESTIMATED COST (not to exceed):**

The project not-to-exceed amount will increase by \$213,776.00 from \$4,615,924.00 to \$4,829,700.00.


This change order reflects the revised project scope, project cost increase, and extended period of performance to October 2, 2020.

All other terms of **TASK ORDER No. 7-2016-RichlandCo** shall continue in full force and effect unless further amended by the Parties.

**APPROVED BY:**

**Tetra Tech, Inc.**

**Richland County, South Carolina**

Signature:   
Name: Jonathan Burgiel  
Title: Business Unit President  
Date: April 6, 2020

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT A8

# Richland County, South Carolina CDBG-DR Planning and Implementation Services EIGHTH Change Order Request

April 6, 2020

### BACKGROUND AND PURPOSE

The flooding event that impacted the State of South Carolina from Oct 1 thru 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. Richland County was one of the most impacted areas, with many residents' homes flooded and hundreds of roads made impassable. As a result of the storm, many homeowners, many with low to moderate income, experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, Richland County was provided a direct allocation of \$23.5 million in U.S. Department of Housing and Urban Development (HUD) CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County has developed and had HUD approve an Action Plan and must implement the plan to manage these funds meticulously and comply with all HUD regulations.

Richland County (the "County") approved **Task Order No. 7-2016-RichlandCo** for Tetra Tech, Inc. (Tetra Tech) to provide experienced staff to help develop the processes for administering the CDBG-DR funds and implement the resulting housing programs thru June 26, 2017. This Task Order No. 7 was subsequently modified without an increase in budget (**Task Order No. 7-2016-RichlandCo Change Order #1**) to include certain Tetra Tech staff to the task order to handle tasks associated with applicant intake, processing, funding approval, and field work management.

The County approved a second change order (**Task Order No. 7-2016-RichlandCo Change Order #2**) to authorize Tetra Tech to provide a full complement of staff to plan and implement the County's CDBG-DR program thru June 15, 2017 without changing the original task order budget (attached hereto as Attachment B).

The County subsequently approved a third change order to the scope and budget (**Task Order No. 7-2016-RichlandCo – Change Order #3**) to authorize Tetra Tech to provide CDBG-DR staffing thru February 28, 2019 during which time it was anticipated the majority of the CDBG-DR funds would have been expended. This third change order covered work beginning June 27, 2016 and continuing through February 28, 2019. The third change order increased the amount of the not to exceed cost for Tetra Tech's services from \$996,843 to \$2,968,564.

In February, 2017, Richland County formally sought additional CDBG-DR funding from HUD. As a result, HUD awarded Richland County an additional \$7.25 million in HUD CDBG-DR funds to further assist the County with unmet needs of its citizens from the storm. As a result of this additional funding, the County has requested Tetra Tech to submit a fourth change order to extend the period of performance through December 31, 2019 in order to administer the additional HUD funding. (**Task Order No. 7-2016-RichlandCo – Change Order #4**). This additional change order covers the increased project costs with repairing an increased number of single-family homes and/or replacing mobile home units from an originally estimated 178 units to up to 200 units. This fourth change order covers work beginning June 27, 2016 and continuing through December 31, 2019. It is anticipated that any remaining work beyond December 31, 2019 would be transitioned to County staff for project wrap-up and closeout. This fourth change order will also increase the amount of the not to exceed cost for Tetra Tech's services from \$2,968,564 to \$4,268,564.

On June 31, 2018, the task order that was paying for the Project Manager's travel expenses ends. Prior to June 13, 2018, the Project Manager's time was split amongst several other Richland County task orders. Starting July 1, 2018, the Project Manager will focus his time on **Task Order No. 7-2016-RichlandCo. Change Order #5** increased the amount of the not to exceed cost for Tetra Tech's services from \$4,268,564 to \$4,365,059 to cover the Project Manager's travel expenses under **Task Order No. 7-2016-RichlandCo**.

In March, 2019, Richland County made a decision to implement control and oversight changes to the CDBG-DR program. At the time, the cost to this change had not been determined. This change order reflects the cost of the changes found in **Change Order #6** and the increased period of performance in Change Order #7.

TASK ORDER No. 7-2016-RichlandCo  
Change Order No. 8

Page 2 of 11

In March, 2020, Richland County as well as the entire country was impacted by COVID19. The impact to the project was primarily a delay in construction. Therefore, Richland County requests that Tetra Tech extend its project management services until October 2, 2020. This change order reflects the cost of the changes found in **Change Order #7** and the increased period of performance in Change Order #8.

## SCOPE OF WORK

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The County has requested that the following technical staff/services be provided by Tetra Tech:

- CDBG-DR Project Manager
- Housing Construction Manager
- Compliance Manager
- Case Workers Outreach/Intake and Application Review Specialists
- Environmental Review of Record and Historical Reviewers (ERR)
- Lead-Based Paint Inspectors
- 2 Inspectors/Cost Estimators
- Electronic/IT Specialist
- Uniform Relocation Act (URA) Services
- Additional support as required

The staff shown for the positions listed will be phased in when required by the project and phased out when no longer required. Project responsibilities for each position to be performed by Tetra Tech (Attachment A) along with the level of effort in hours during this task order are provided in the exhibits below.

## PROJECT SCHEDULE/TIMELINE

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Tetra Tech will work with the County to determine if the delivery schedule below is appropriate given the County's priorities and operational considerations. The Change Order #8 scope of work is based on a 51-month timeframe beginning June 27, 2016 and extending to October 2, 2020 (the "Period of Performance"). The project work schedule will be reviewed during the last 90 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

## PROJECT COST PROPOSAL

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The proposed Change Order #8 budget of \$4,829,700.00 is based on Tetra Tech's current understanding of the project requirements and best estimate of the level of effort required for each position to perform the basic services over the 51-month Period of Performance and may be subject to change upon mutual agreement between Richland County and Tetra Tech.

The fee for the services will be based on a combination of Tetra Tech staff time and materials. The time and materials costs will be charged based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the Richland County RFP No. RC-651-P-2016. Exhibit 1 shows the estimated cost breakdown for the time and materials costs and is exclusive of the \$4,615,924 budget previously approved by Richland County Council plus the additional budget under this Change Order #8.

**Exhibit 1: Cost Breakdown by Staff Position  
For Period of Performance of  
July 18, 2020 through October 2, 2020  
(Includes labor, materials, and travel expenses)**

Position	Estimated # of Staff	Estimated Hours	Estimated Cost
CDBG-DR Program Manager	1	80	\$10,800
Construction Project Manager <sup>1</sup>	1	460	\$57,500
CDBG-DR Compliance Manager/ Case Workers Outreach/Intake	1	440	\$37,400
Inspectors/Cost Estimators <sup>3</sup>	2	900	\$103,500
Principal in Charge	0	0	\$0
Electronic Records/IT Specialist	0	0	\$0
Other Support <sup>4</sup>	2	24	\$2,676
Other Project Related Expenses Support <sup>5</sup>			\$1,900
<b>Net Increase for Change Order 8</b>			<b>\$213,776.00</b>

This estimate is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the County's needs; Tetra Tech would be willing to negotiate a revised scope and budget.

**PROJECT ASSUMPTIONS AND CONSTRAINTS**

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Budget and Staffing Level Assumptions.** The proposed staffing levels and hours for each position are based on our best estimates assuming a mix of programs utilizing the \$30.77 million in CDBG-DR monies allocated by HUD to Richland County. For the purposes of this scope and budget it is assumed that Tetra Tech will assist with the implementation of approximately \$17 million of housing rehabilitation projects. To the extent the mix of programs funded deviates from the estimates provided above, the anticipated level of effort outlined herein is subject to change.
- **Project Sponsor.** County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **County Oversight:** Tetra Tech is not responsible for selecting the general contractors doing the MHU replacements, SFR repairs, or rebuilds and therefore, cannot be liable for the performance of these contractors selected by and reporting to the County. Furthermore, since prior to this change order, Tetra Tech was not responsible for implementing the SFHRP program except for the scope of work outlined in the Task Order #7 as modified by the previous five change orders, Tetra Tech shall not be held responsible for any issues the program or County has as a result of decisions or actions by the County or other general contractors

<sup>1</sup> Assumes 40-50 hours/week over the project timeline. Assumes the Construction Manager will become the Project Manager effective October 9, 2019. Assumes the previous Project Manager will maintain oversight of the project until the end of the project.

<sup>2</sup> Assumes one compliance manager/case manager 40 hours/week.

<sup>3</sup> Assumes 2 inspectors/cost estimators working 40-50 hours/week.

<sup>4</sup> Includes back office support, and SMEs.

<sup>5</sup> Includes travel and other direct costs.

employed by the County in overseeing and running the overall SFHRP. From the time this change order goes into effect, Tetra Tech will become the implementing contractor responsible for implementing County policies and procedures as included in the County's Action Plan and the County's SFHRP Guidebook. Tetra Tech will not be responsible for developing policies and procedures, nor held liable for the County's policies and procedures contained in the County's Action Plan or the SFHRP Guidebook. Tetra Tech will be responsible to take the County's policy, guidance and direction from the County's SFHRP Oversight Committee as articulated in the County's Action Plan and SFHRP Guidebook. Tetra Tech will advise the Oversight Committee as to changes in policies and procedures to be included or changed in the County's Action Plan and/or SFHRP Guidebook. Tetra Tech will keep the Oversight Committee informed of the performance of the program and any issues that may arise from the performance of the County's other contractors.

- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Payment for Incomplete Projects:** Tetra Tech will be compensated for work completed on a property even if the property owner decides to withdraw their application or the property is deemed ineligible to include, but not limited to, time spent on such properties for URA assistance, case management by Tetra Tech staff, inspections and cost estimation.
- **Lead-based Paint Clearance Tests:** Currently, the properties identified for repair have been tested for lead-based paint. Only twenty of these units tested positive for lead-based paint. This budget assumes that Tetra Tech will conduct twenty clearance tests. Tetra Tech reserves the right to request an adjustment to the budget for costs associated with any additional lead-based paint tests or clearance tests.
- **Inspection Cost Estimate:** Currently, we are estimating 107 rehabs remaining to be completed in the period of performance. If additional properties above the 107 rehabs require repair cost estimates, Tetra Tech reserves the right to request an adjustment to the budget for costs associated with developing cost estimates for such additional properties. Tetra Tech will use Xactimate for developing estimate scopes of work and cost estimates.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on-site at Richland County offices or participate via conference call during the performance period. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the County and Tetra Tech. It is envisioned that case management staff; cost estimators and inspectors will be located on site in Richland County. It is anticipated that the Project Manager will work on site.
- **Period of Performance.** To the extent the Period of Performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended and expenses incurred. Invoice payment terms are net 30 days.

**Attachment A**  
**Position: CDBG-DR Project Manager**  
**Position Description**

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This Tetra Tech position will report directly to the County's Oversight Committee or their designated representative and will manage the day to day activities and the staff of the County's CDBG-DR SFHRP Programs.

**Description of role and responsibilities** – More specifically, the position will provide technical guidance, strategic direction and management assistance to the County's Oversight Committee for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the development of the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Develop processes and implementation plans that meet HUD requirements for the Uniform Relocation Act requirements;
- Manage the development of the Duplication of Benefits review.
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Assist with the coordination between the County's Oversight Committee and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the County Oversight Committee, training of internal County staff on the implementation of the SFHRP.
- Develop and deliver training programs on the County's SFHRP for the construction contractors;
- Communication with senior leadership and elected officials with the coordination and direction of the County's Oversight Committee and/or the County Administrator;
- Attend client's internal staff meetings at the request of the Oversight Committee designee;
- Attend meetings and conference calls with US HUD with the Oversight Committee designee;
- Travel throughout the County and visit sites of proposed projects and projects;
- Assist with the preparation of materials for and attend public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses along with the Oversight Committee and other representatives of the County;
- Attend the County's Blue-Ribbon Advisory Committee along with the Oversight Committee designee and representatives from the County;
- Attend the County's Work Group meetings along with the Oversight Committee designee and representatives from the County;
- Attend other meetings as assigned with the Oversight Committee and representatives from the County;
- Interface with County Departments along with the Oversight Committee or their designee;
- Work with the County staff and other Tetra Tech staff to identify opportunities to use and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with CDBG-DR program requirements;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;

- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- Coordinate with the internal SFHRP Inspectors/Cost Estimators to assign inspectors to inspect the construction work that is being completed, (including the County's Building Department and Floodplain Manager for relevant inspections);
- Manage the interface with the selected contractor for the work to monitor the completion of the work in compliance with the County's policies and procedures contained in the SFHRP Guidebook;
- Review and provide recommendation for invoices submitted to the County;
- Attend meetings with the State of South Carolina along with the Oversight Committee and/or appropriate representatives from the County; and
- Interface with the general public.

The position will report to the County Administrative Building and Oversight Committee designee each week for the entire period of performance.

**Assumption:** It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of County employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

**Position: CDBG-DR Construction Project Manager**  
**Position Description**

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This Tetra Tech position will report directly to the CDBG-DR Project Manager and will assist the Project Manager with management of the day to day construction and financial management activities and the staff of the County's CDBG-DR SFHRP Programs.

**Description of role and responsibilities** – More specifically, the position will provide construction management, financial management, technical guidance, strategic direction and management assistance to the CDBG-DR Project Manager for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Manage the development of the implementation plan/evidence of financial control<sup>6</sup> to be submitted 30 days after the public notice is published by US HUD and the Action Plan which is due 90 days after the public notice if published in the Federal Register by US HUD;
- Manage the development of the policy and program guidelines for the SFHRP which are in compliance with US HUD guidelines and the County's Action Plan and SFHRP Guidebook;
- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the development the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet HUD requirements for Davis Bacon, The Uniform Relocation Act requirements;
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the solicitation process of the contractors for the work associated with the SFHRP programs and projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Coordinate between the SFHRP Project Manager and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the SFHRP Project Manager training of internal County staff on the implementation of the CDBG-DR program.
- Develop and deliver training programs on the County's CDBG-DR program for the construction contractors;
- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Interface with County Departments along with the SFHRP Project Manager;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding.

**Assumption:** It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also

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<sup>6</sup> This is a new HUD requirement and the official definition of this document will be included in the Public Notice published in the Federal Register

includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.



**Position: CDBG-DR Case Manager**  
**Position Description**

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These Tetra Tech management positions will report directly to Tetra Tech's SFHRP Project Manager. This position will provide case management services related to the County's SFHRP programs.

**Description of role and responsibilities** – More specifically, this position will provide technical guidance, strategic direction and management services during the implementation of the County's SFHRP. The roles and responsibilities are as follows:

- Manage the implementation of the SFHRP developed in the Action Plan and in accordance with the SFHRP Guidebook;
- Provide expert technical assistance to the County and the applicants on SFHRP applicant requirements and regulations;
- Meet with the residents, citizens and property owners interested in SFHRP assistance;
- Meet with prospective applicants to describe the SFHRP, review applicable required materials and provide technical assistance on the application;
- Review submitted applications for compliance with the program guidelines and policies;
- Review and evaluate applications for compliance with all the County's SFHRP policies, procedures and guidelines in accordance with the County's Action Plan and SFHRP Guidebook and provide recommendations for decisions;
- Coordinate with the internal staff to conduct site inspections of proposed projects and the development of the damage assessment, cost estimate and definition of the scope of work for the application;
- Conduct eligibility calculations;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with SFHRP program requirements in accordance with the County's Action Plan and SFHRP Guidebook;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Meet with applicants to advise them regarding the award and the time schedule for the completion of the project;
- Prepare documents for the Pre-Construction and Closing meetings;
- Coordinate and schedule Pre-Construction and Closing Meetings as required;
- Manage the data and information for the assigned applications and cases per the required policies and procedures to ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- If required; coordinate with the internal staff to conduct required title searches and appraisals;
- Evaluate issues and work with the Assistant SFHRP Project Manager to developed proposed solutions;
- Prepare a written recommendation on the received applications;
- Review and provide recommendation for invoices submitted to the County;
- Attend required training programs on the County's SFHRP program offered by the County;
- Communication with senior leadership staff from clients;
- Attend client's internal staff meetings at the request of Tetra Tech's SFHRP Project Manager;
- Travel throughout the County and visit sites of proposed projects;

- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;
- Attend other meetings as assigned;
- Interface with County Departments;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding; and
- Prepare applicable written correspondence to applicants for the County's Oversight Committee approval and signature.

This position will report to the County Administrative Building daily. They will be managed by the Tetra Tech's SFHRP Project Manager an average of 40 hours per week.

**Assumption:** It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

## Richland County Council Request for Action

**Subject:**

Mitigation Credit Sales – Kershaw County, Beechwood at Camden Project

**Notes:**

June 23, 2020 – The Transportation Ad Hoc Committee recommended Council approve this item.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**To:** Chair of the Committee and the Honorable Members of the Committee  
**Prepared by:** Michael Niermeier  
**Department:** Transportation Department  
**Date Prepared:** June 16, 2020      **Meeting Date:** June 30, 2020

<b>Legal Review</b>		<b>Date:</b>	
<b>Budget Review</b>		<b>Date:</b>	
<b>Finance Review</b>		<b>Date:</b>	
<b>Other Review:</b>		<b>Date:</b>	
<b>Approved for Council consideration:</b>			
<b>Committee</b>	Transportation Ad Hoc Committee		
<b>Subject:</b>	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 \$156,536.47 which will be credited to the Transportation Penny Program.

**Motion of Origin:**

Staff recommendation.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

**Discussion:**

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the Health Services District of Kershaw County for an Army Corps of Engineers (ACE) 404 Permit for the construction of a new continuing care retirement community 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 and other projects. Funding from credit sales is credited back to the Transportation Program.

Project Name: Beechwood at Camden

Richland County Share: \$156,536.47

**Attachments:**

- 1) ACE 404 Permit Application Kershaw, Beechwood at Camden
- 2) Surplus Credit Sale Checklist Beechwood at Camden 06.09.20
- 3) MCMB Surplus Credit Sales Contract Beechwood at Camden Purchaser Signed

**JOINT**  
**PUBLIC NOTICE**

**CHARLESTON DISTRICT, CORPS OF ENGINEERS**  
**1835 Assembly Street, RM 865 B1**  
**Columbia, South Carolina 29201**

and

**THE S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**Water Quality Certification and Wetlands Section**  
**2600 Bull Street**  
**Columbia, South Carolina 29201**

REGULATORY DIVISION

Refer to: P/N SAC-2019-00585

April 9, 2020

Pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Sections 401 and 404 of the Clean Water Act (33 U.S.C. 1341), an application has been submitted to the Department of the Army and the S.C. Department of Health and Environmental Control by

**Ms. Sallie Harrell**  
**The Health Services District of Kershaw County**  
**700 West Dekalb Street**  
**Camden, South Carolina 29020**

for a permit to construct a continuing care retirement community in

**freshwater wetlands that flow into Camp Creek**

at a location northwest of the intersection of Knights Hill Road and North Broad Street, Kershaw County, South Carolina (Latitude: 34.2742 °, Longitude: -80.6138 °), **Camden North Quad**.

In order to give all interested parties an opportunity to express their views

**NOTICE**

is hereby given that written statements regarding the proposed work will be received by the **Corps** until

**15 Days from the Date of this Notice,**

and **SCDHEC** will receive written statements regarding the proposed work until

**30 Days from the Date of this Notice**

from those interested in the activity and whose interests may be affected by the proposed work.

The proposed work consists of constructing a new continuing care retirement community. In detail the applicant is proposing to place fill material in 1.01 acres of freshwater wetlands to construct assisted living units, cottages, 2-story multi-family structures, stormwater ponds and amenities. The applicant has proposed to mitigate for impacts to wetlands and/or waters of the United States by purchasing 8.4 wetland mitigation credits from either Congaree Creek Mitigation Bank or Mills Creek Mitigation Bank. The project purpose is to provide a continuing care retirement

community residential development to support the needs of the aging population in Camden, South Carolina.

**NOTE: This public notice and associated plans are available on the Corps' website at:**  
<http://www.sac.usace.army.mil/Missions/Regulatory/PublicNotices> .

The District Engineer has concluded that the discharges associated with this project, both direct and indirect, should be reviewed by the South Carolina Department of Health and Environmental Control in accordance with provisions of Section 401 of the Clean Water Act. As such, this notice constitutes a request, on behalf of the applicant, for certification that this project will comply with applicable effluent limitations and water quality standards. This activity may also require evaluation for compliance with the S. C. Construction in Navigable Waters Permit Program. State review, permitting and certification is conducted by the S. C. Department of Health and Environmental Control. The District Engineer will not process this application to a conclusion until such certifications are received. The applicant is hereby advised that supplemental information may be required by the State to facilitate the review.

This notice initiates the Essential Fish Habitat (EFH) consultation requirements of the Magnuson-Stevens Fishery Conservation and Management Act. Implementation of the proposed project would impact 1.01 acres of freshwater habitat well inland of estuarine substrates and emergent wetlands utilized by various life stages of species comprising the shrimp, and snapper-grouper management complexes. The District Engineer's initial determination is that the proposed action would not have a substantial individual or cumulative adverse impact on EFH or fisheries managed by the South Atlantic Fishery Management Council and the National Marine Fisheries Service (NMFS). The District Engineer's final determination relative to project impacts and the need for mitigation measures is subject to review by and coordination with the NMFS.

Pursuant to the Section 7 of the Endangered Species Act of 1973 (as amended), the Corps has reviewed the project area, examined all information provided by the applicant, and the District Engineer has determined, based on the most recently available information that the project will have no effect on any Federally endangered, threatened, or proposed species and will not result in the destruction or adverse modification of designated or proposed critical habitat. This public notice serves as a request to the U.S. Fish and Wildlife Service and the National Marine Fisheries Service for any additional information they may have on whether any listed or proposed endangered or threatened species or designated or proposed critical habitat may be present in the area which would be affected by the activity.

Pursuant to Section 106 of the National Historic Preservation Act (NHPA), this public notice also constitutes a request to Indian Tribes to notify the District Engineer of any historic properties of religious and cultural significance to them that may be affected by the proposed undertaking.

In accordance with Section 106 of the NHPA, the District Engineer has consulted South Carolina ArchSite (GIS), for the presence or absence of historic properties (as defined in 36 C.F.R. 800.16)(1)(1)), and has initially determined that historic properties, are present; moreover, these historic properties may be affected by the undertaking. This public notice serves to notify the State Historic Preservation Office that the Corps plans to initiate Section 106 consultation on these historic properties. Individuals or groups who would like to be consulting parties for the purposes of the NHPA should make such a request to the Corps in writing within 30 days of this

public notice. To ensure that other historic properties that the District Engineer is not aware of are not overlooked, this public notice also serves as a request to the State Historic Preservation Office and other interested parties to provide any information they may have with regard to historic properties.

The District Engineer's final eligibility and effect determination will be based upon coordination with the SHPO and/or THPO, as appropriate and required and with full consideration given to the proposed undertaking's potential direct and indirect effects on historic properties within the Corps-identified permit area.

Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for a public hearing shall state, with particularity, the reasons for holding a public hearing.

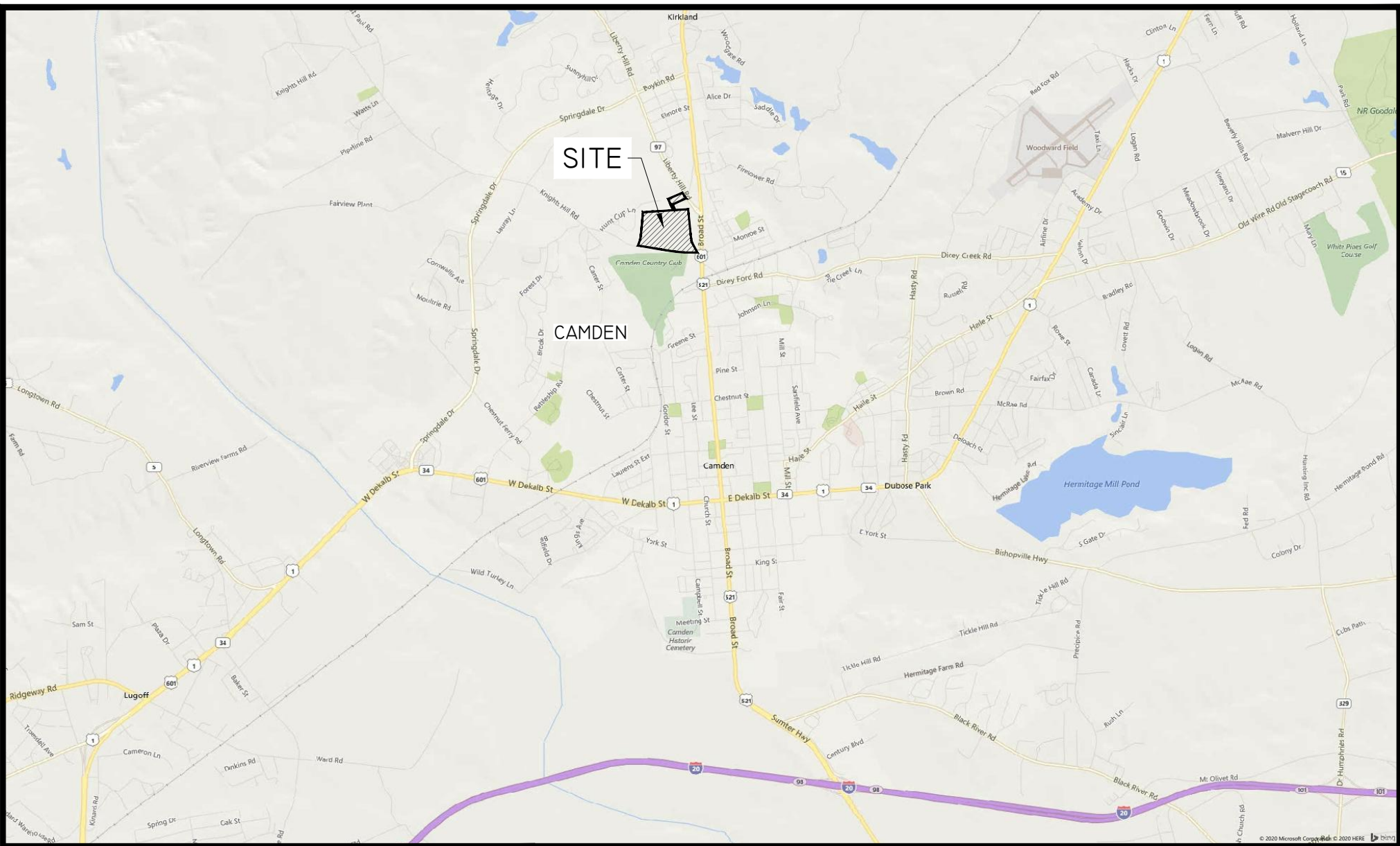
The decision whether to issue a permit will be based on an evaluation of the probable impact including cumulative impacts of the activity on the public interest and will include application of the guidelines promulgated by the Administrator, Environmental Protection Agency (EPA), under authority of Section 404(b) of the Clean Water Act and, as appropriate, the criteria established under authority of Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, as amended. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the project must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the project will be considered including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, flood plain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production and, in general, the needs and welfare of the people. A permit will be granted unless the District Engineer determines that it would be contrary to the public interest. In cases of conflicting property rights, the Corps cannot undertake to adjudicate rival claims.

The Corps is soliciting comments from the public; Federal, state, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this activity. Any comments received will be considered by the Corps to determine whether to issue, modify, condition or deny a permit for this project. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the activity. **Please submit comments in writing, identifying the project of interest by public notice number, to the following address:**

**U.S. Army Corps of Engineers  
ATTN: REGULATORY DIVISION  
1835 Assembly Street, RM 865 B1  
Columbia, South Carolina 29201**

If there are any questions concerning this public notice, please contact Jarrett B. Cellini, Project Manager, at (803) 253-3916, or by email at Jarrett.B.Cellini@usace.army.mil.





# LOCATION MAP

# C3.31

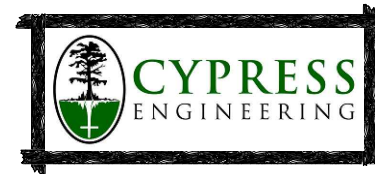
5000 2500 5000



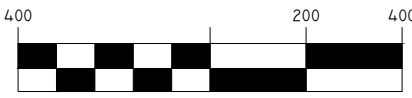
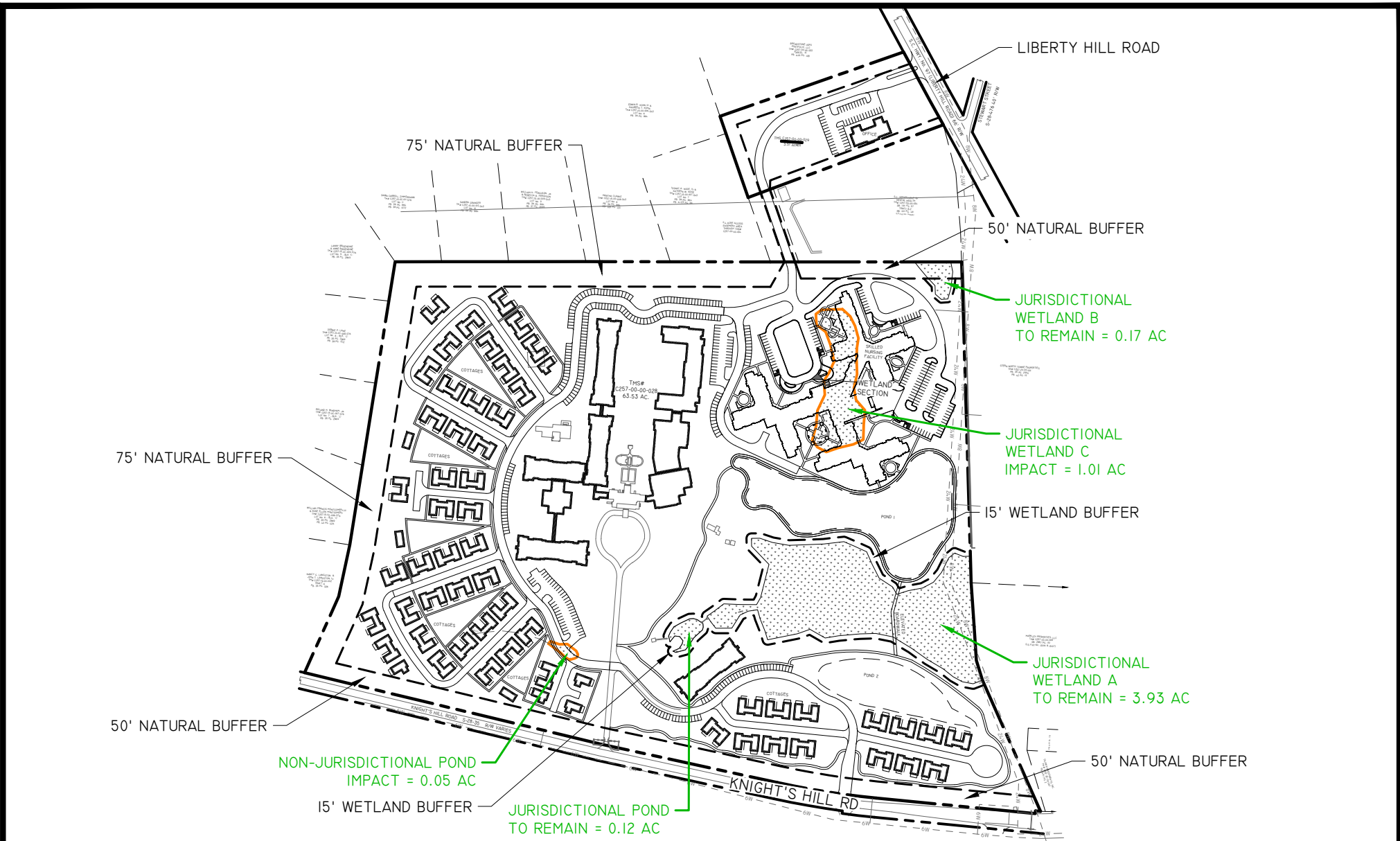
1 INCH = 5000 FT.



DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JC 707 of 374



SHEET 1 OF 3  
 CYPRESS ENGINEERING  
 100 SOUTH MAIN STREET  
 SUITE L  
 SUMMERVILLE, SC 29483  
 PHONE: 843-225-5151  
 WWW.CYPRESSENG.COM

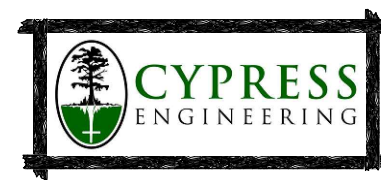


1 INCH = 400 FT.

# WETLAND IMPACTS

# C3.32

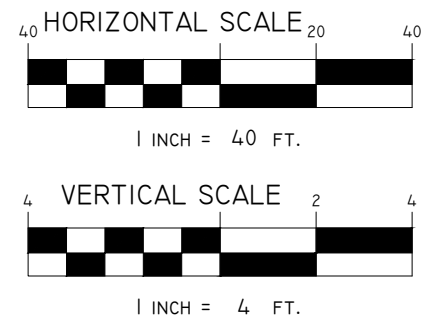
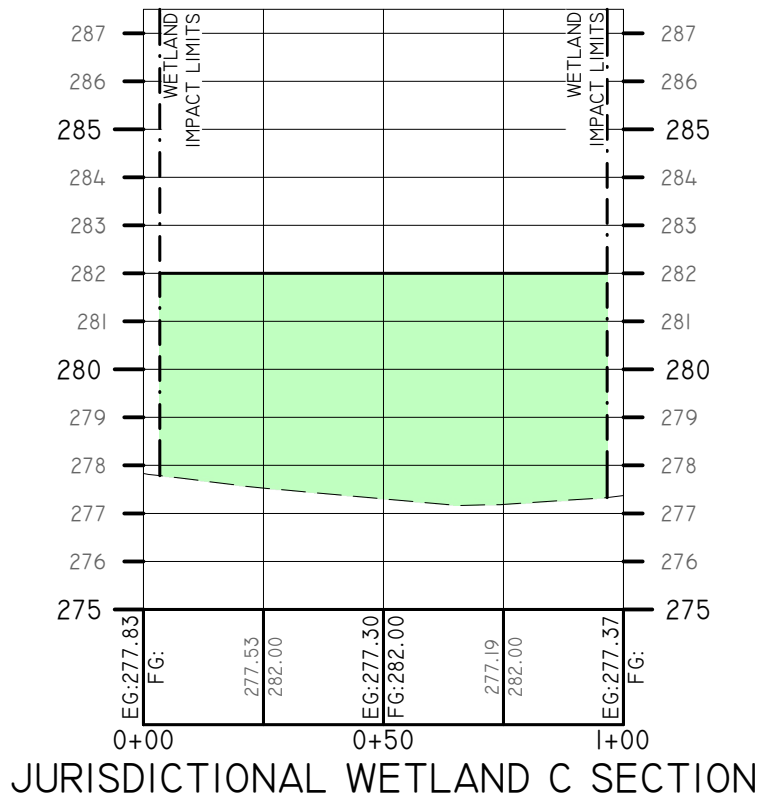
DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JC 98 of 374



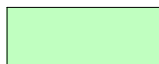



SHEET 2 OF 3  
 CYPRESS ENGINEERING  
 100 SOUTH MAIN STREET  
 SUITE L  
 SUMMERVILLE, SC 29483  
 PHONE: 843-225-5151  
 WWW.CYPRESSENG.COM

SCALE: PROJECT 19002A - BEECHWOOD AT CAMDEN, SC. DRAWING: WETLAND IMPACTS AND BUFFERS. DATE: 3/17/2020.

APPROXIMATE WETLAND  
IMPACT VOLUME  
FILL = 7430 CY



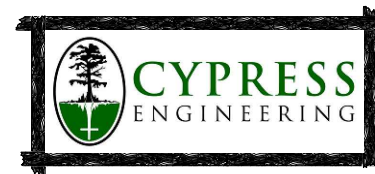
### PROFILE LEGEND

-  FILL SECTION
-  CUT SECTION
-  PROPOSED GRADE
-  EXISTING GRADE

## WETLAND SECTION

# C3.33

DATE:	3/17/2020
CYP PROJ #:	19002A
PROJECT NAME:	BEECHWOOD AT CAMDEN
LOCATION:	CAMDEN, SC
CLIENT:	HEALTH SERVICE DIST. OF KERSHAW
DRAWN:	JC 99 of 374



SHEET 3 OF 3

CYPRESS ENGINEERING  
100 SOUTH MAIN STREET  
SUITE L  
SUMMERVILLE, SC 29483  
PHONE: 843-225-5151  
WWW.CYPRESSENG.COM

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Beechwood at Camden
<u>Location:</u>	Permit application with maps are attached
<u>Buyer:</u>	Health Services District of Kershaw County
<u>Buyer's USACE 404 Permit #:</u>	SAC-2019-00585
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	8.40 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$168,000.00
<u>Richland County Credit Share:</u>	\$154,560.00 (92% of \$168,000.00)
<u>MCMH Credit Share:</u>	\$13,440.00 (8% of \$168,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$9,882.35
<u>Richland County Fee Share:</u>	\$1,976.47 (20% of \$9,882.35)
<u>MCMH Fee Share:</u>	\$7,905.88 (80% of \$9,882.35)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$177,882.35
<u>Richland County Gross Proceeds Share:</u>	\$156,536.47
<u>MCMH Gross Proceeds Share:</u>	\$21,345.88

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 the Heath Services District of Kershaw County, 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 Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the

project known as “Beechwood at Camden” pursuant to USACE Charleston District permit SAC-209-00585 (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) EIGHT and 40/100 (8.40) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) 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 “Adjacent 8-digit HUC”) 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 Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.4941 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 SIXTY-EIGHT THOUSAND and 00/100 (\$168,000.00); and, (c) Adjacent 8-digit HUC Fee of NINE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 35/100 (\$9,882.35), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO and 35/100 (\$177,882.35) (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, 3<sup>rd</sup> Floor  
Hanover, NH 03755

Purchaser: The Health Services District of Kershaw County  
Attention: Sallie Harrell  
700 West Dekalb Street  
Camden, SC 29020

**With a copy to:**

The Health Services District of Kershaw County Board of Trustees  
PO Box 1558  
Camden, SC 29021



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: THE HEALTH SERVICES DISTRICT OF KERSHAW COUNTY

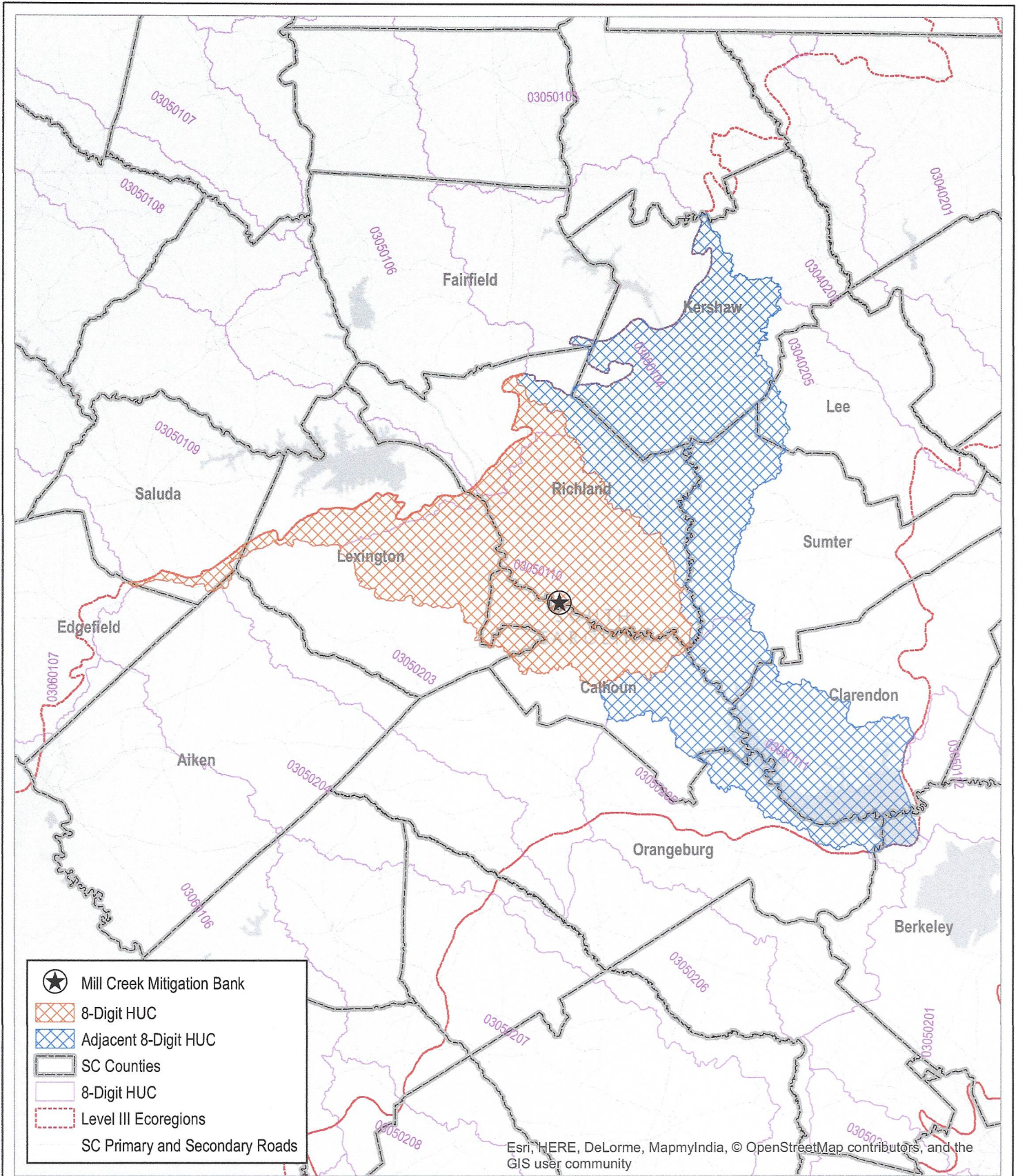
By: *Sarah C. Harrell*

Printed: Sarah C. Harrell

Its: Executive Director & Secretary  
Board of Trustees

EXHIBIT A

[Attach map of Service Area]



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



**A JMT Division**  
 952 Houston Northcut 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

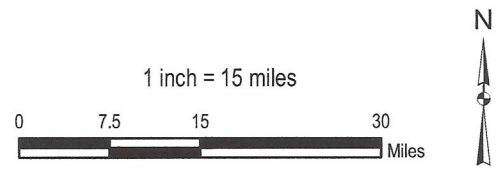


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and THE HEALTH SERVICES DISTRICT OF KERSHAW COUNTY, South Carolina ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated \_\_\_\_\_, 2020 (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:

## Richland County Council Request for Action

**Subject:**

Staff Augmentaion Additional Selection Approval

**Notes:**

June 23, 2020 – The Transportation Ad Hoc Committee recommended Council approve this item.



**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:** June 25, 2020 **Meeting Date:** June 30, 2020

<b>Legal Review</b>	N/A	<b>Date:</b>	
<b>Budget Review</b>	N/A	<b>Date:</b>	
<b>Finance Review</b>	N/A	<b>Date:</b>	
<b>Other Review:</b>	N/A	<b>Date:</b>	
<b>Approved for Council consideration:</b>		Assistant County Administrator	John Thompson, Ph. D

**Committee**

**Subject:** Staff Augmentation II 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

At the initial solicitation of this contract, 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 were deemed qualified and approved by Council. An additional four proposals have since been received, evaluated and deemed qualified. These additional firms are listed below.

- Michael Baker, Intl.
- Abacus Services – Recruiting Agency
- Calloway & Associates – Recruiting Agency
- HonorVet – Recruiting Agency

**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 additional four firms on the Staff Augmentation Qualified Vendor List.



**Motion Requested:**

Request Council to approve award to these additional four 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

Consolidated Evaluations												
Evaluation Criteria RC-296-Q-2020 Staff Augmentation	Maximum Points	OLH, Inc.	Hussey Gay Bell	Denmark, Inc.	MSS Services, Inc.	Volkert, Inc.	Weston & Sampson Engineers, Inc.	vTech Solutions	Calloway & Associates	Michael Baker	Abacus Services	Honor-Vet Technology
<b>Ability &amp; Capability</b>	30											
Evaluator 1		30	15	5	5	20	20	5	15	20	5	5
Evaluator 2		28	28	23	22	25	24	25	23	28	24	25
Evaluator 3		30	30	25	30	30	30	30	30	30	30	30
	<b>90</b>	<b>88</b>	<b>73</b>	<b>53</b>	<b>57</b>	<b>75</b>	<b>74</b>	<b>60</b>	<b>68</b>	<b>78</b>	<b>59</b>	<b>60</b>
<b>Performance History</b>	10											
Evaluator 1		10	5	2	2	8	8	2	10	5	2	2
Evaluator 2		9	8	7	7	8	6	8	5	8	7	6
Evaluator 3		10	10	8	10	10	8	8	10	10	10	10
	<b>30</b>	<b>29</b>	<b>23</b>	<b>17</b>	<b>19</b>	<b>26</b>	<b>22</b>	<b>18</b>	<b>25</b>	<b>23</b>	<b>19</b>	<b>18</b>
<b>Personnel Qualification</b>	40											
Evaluator 1		40	20	10	10	40	40	20	25	40	10	10
Evaluator 2		38	37	26	25	34	34	32	31	36	33	32
Evaluator 3		40	40	30	30	40	40	40	30	40	30	30
	<b>120</b>	<b>118</b>	<b>97</b>	<b>66</b>	<b>65</b>	<b>114</b>	<b>114</b>	<b>92</b>	<b>86</b>	<b>116</b>	<b>73</b>	<b>72</b>
<b>References</b>	20											
Evaluator 1		10	20	5	20	10	5	5	5	5	5	5
Evaluator 2		18	19	17	17	19	19	15	13	17	14	13
Evaluator 3		20	20	15	15	15	20	15	20	20	15	15
	<b>60</b>	<b>48</b>	<b>59</b>	<b>37</b>	<b>52</b>	<b>44</b>	<b>44</b>	<b>35</b>	<b>38</b>	<b>42</b>	<b>34</b>	<b>33</b>
<b>GRANDTOTAL</b>	<b>300</b>	<b>283</b>	<b>252</b>	<b>173</b>	<b>193</b>	<b>259</b>	<b>254</b>	<b>205</b>	<b>217</b>	<b>259</b>	<b>185</b>	<b>183</b>

**Staff Augmentation**

RC-296-Q-2020

<b><u>Position</u></b>	<b><u>OLH, Inc.</u></b>	<b><u>Hussey Gay Bell</u></b>	<b><u>Volkert, Inc.</u></b>	<b><u>Weston &amp; Sampson</u></b>	<b><u>Michael Baker</u></b>	<b><u>Demark, Inc.</u></b>	<b><u>MSS Services</u></b>	<b><u>vTech Solutions</u></b>	<b><u>Abacus Services</u></b>	<b><u>alloway &amp; Assoc</u></b>	<b><u>HonorVet</u></b>
Utility Coordinator		X				X	X	X	X	X	X
Right-of-Way Manager	X					X	X	X	X	X	X
Right-Of-Way Agent	X				X	X	X	X	X	X	X
Program Control Specialist	X					X	X	X	X	X	X
Document Control Specialist	X					X	X	X	X	X	X
Construction Scheduler	X					X	X	X	X	X	X
Project Estimator	X		X	X		X	X	X	X	X	X
Project Engineer	X		X	X		X	X	X	X	X	X
Subject Matter Expert	X	X	X		X	X	X	X	X	X	X
Geotech\Testing Technician	X					X	X	X	X	X	X

## Richland County Council Request for Action

**Subject:**

Council Motion: I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage based rather than flat rate fees [MYERS]

**Notes:**

June 30, 2020 – The Sewer Ad Hoc Committee recommended for new development, dependent on Richland County water or sewer services, or both, that the developer be required to meter the homes for usage, and that going forward Richland County develop a phased-in plan, so that a certain number of historic customers are annually brought into a metered system, until all customers are metered



**Agenda Briefing**

**To:** Committee Chair Bill Malinowski and Members of the Committee  
**Prepared by:** Leonardo Brown, County Administrator and Jessica Mancine, Manager of Administration  
**Department:** Utilities  
**Date Prepared:** June 22, 2020 **Meeting Date:** 06/30/2020

<b>Legal Review</b>	Elizabeth McLean (in February) – Resubmitted to Attorney Larry Smith (in May)	
<b>Budget Review</b>	James Hayes	
<b>Finance Review</b>	Stacey Hamm	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown
<b>Committee</b>	Sewer Ad Hoc Committee	
<b>Subject:</b>	Customers’ Billing for Combined Utilities	

**Recommended Action:**

Move to approve the Multi-Class Rate Structure approach. The Multi-Class Rate Structure approach, presented as Scenario 4 in this briefing document, offers a financially feasible and sustainable path forward that over time corrects the disparity in sewer rates for the new Richland County sewer customers transferred from the City of Columbia’s sewer service in January 2020. The approach accounts for the present as well as the future acquisition or transfer of customers and establishes the rate methodology to be applied to charge future customers who are transferred from another sewer service to Richland County’s sewer service. Most importantly, the financial health of the sewer system can be maintained while also preserving fair, consistent rates for all sewer customers by using the Multi-Class Rate Structure approach. Please see attached Exhibit 2.

Approving Staff’s recommended action will be approving the following:

- 1) Annual refers to Richland County’s fiscal year, which begins July 1 of the current year and ends June 30 of the following year.
- 2) Annual rate increases for all residential sewer customers will increase no more than 15% of the annual rate charged in the year immediately preceding the date of the scheduled increase.

Ex. current approved rates: FY20 = \$55.68; FY21 = \$64.03; FY22 = \$72.03

- 3) Richland County recognizes that its combined utility system is comprised of at least two distinct classes of sewer customers and that the two classes will be charged differently for a period of time, until all customers’ charges equal the relevant flat fee for sewer service approved by Richland County Council. Residents being served by the county’s Utilities department are grouped into the two classes based on whether the sewer customer is currently having their wastewater treated by Richland County’s facility or by the City of Columbia’s facility
  - a. Sewer customers whose wastewater is being treated by Richland County Utilities
    - i. Previously charged based on a flat fee for service model the County established
    - ii. Rates will continue to be charged according to the flat fee for service model
    - iii. The annual rate will increase no more than 15% of the annual rate charged in the year immediately preceding the date of the scheduled increase.

1. Initial base rate \$55.68 established from Feb 19, 2019 County Council meeting
- b. Sewer customers whose wastewater is being treated by the City of Columbia
  - i. Previously charged based on a usage rate model established by the City
  - ii. Rates will be converted over time to Richland County's flat fee for service model
  - iii. The annual rate will increase no more than 15% of the annual rate charged in the year immediately preceding the date of the scheduled increase.
    1. Initial base rate will be taken from City of Columbia 2019 data (Table 3)
    2. Rates will increase annually until aligned with Richland County flat rate

#### **Motion Requested:**

Move to approve the Multi-Class Rate Structure approach, as described in the briefing document.

Request for Council Reconsideration: Yes

#### **Fiscal Impact:**

The fiscal impact of the recommended action is that the county will be able to meet its utilities bond payment obligation, maintain compliance with the county's ordinance regarding debt coverage, and the utilities system will be financially in the black.

#### Addressing Fiscal Impact and Legal Implications

The Multi-Class Rate Structure approach, presented as Scenario 4 in this briefing document and recommended by staff for approval, effectively addresses the motions made by councilmembers. In reviewing Exhibit 2 of this document, you will see the projected revenue is enough to cover the Utilities Bond payment and meet the requirement of the county's ordinance to have debt coverage of 120% = 1.2. Additionally, consistent with best practices, projected expenditures will be modified to fit within actual revenues received, so that the system maintains a positive fund balance.

The Multi-Class Rate Structure approach takes into account that when Richland County added the group of customers from the City of Columbia, it inherently created two classes of customers within the county's Unified/Combined system. The differentiation between the classes is directly tied to wastewater treatment services. The customers added from the City of Columbia in January 2020 comprise one class, while the rest of the customers on the county's system make up the other class. The added customers from the City of Columbia are different because their wastewater is not being treated by Richland County, but by the City of Columbia. This noted distinction is why some of those customers may see an initial rate difference, which will eventually become comparable to the county's flat rate. This process will involve annual rate increases for this class of customers until their rates are aligned with Richland County's flat rate. The impact will be felt by the customers transferred from the City of Columbia to Richland County, but the increase will be capped at 15% annually. As the County Attorney's Office has previously opined, within the unified system, if the county intends to charge different rates to different customers, those customers need to be grouped together in classes wherein each class member is treated equally. The Multi-Class Rate Structure approach meets the guidance outlined in a way that is fair, equitable, and more affordable, allowing for all customers to plan for the financial impact based on gradual increases. Under

the Multi-Class Rate Structure approach, only 7% of all customers will be below the county's flat rate in the first year. After the second year that number will decrease to approximately 5%. Furthermore, given that the County Attorney's Office has also previously communicated that it is unlikely that a subsidy scenario would be considered constitutional, the Multi-Class Rate Structure approach presents itself as the best path forward, positively accounting for fiscal impact and legal implications.

In response to the motions made by councilmembers, staff also evaluated other potential billing methodologies, including charging fees based on water usage and based on a tiered rate structure.

Charging fees based on water usage and charging fees based on a tiered rate structure both would require the purchase and installation of meters. Additionally, it would require the purchase of a billing system that would allow the Finance department to account for the individual data per user and bill accordingly. Neither of these options are viable because of time constraints, funding constraints, and projected billing disputes arising from placing a county meter where another provider's meter already exists.

Charging fees based on a flat fee will maintain status quo by assessing all residential sewer customers the same flat fee for service rate of \$55.68/month, with the rate increasing to \$64.03 on July 1, 2020 and \$72.03 on July 1, 2021. This scenario does not address the motions made by councilmembers and is therefore not the recommended option.

### Motions of Origin:

1. I move that Richland County staff reevaluate the sewer project methodology to potentially allow for usage-based rather than flat-rate fees. [MYERS]
2. I move to direct the County Administrator to work with staff to develop a modified sewer plan that:
  - a. Corrects the disparity in sewer rates for the new Richland County sewer customers transferred from City of Columbia sewer service in January 2020; and
  - b. Assesses and updates the County’s long-term sewer strategy to ensure the sustained health of the system while also preserving fair, consistent rates for all sewer users.

This plan should be comprehensive in nature and include a timeline, benchmarks, and a methodology for tracking its success. It should also identify the parties responsible for completing proposed work as well as a robust constituent communication strategy. The plan should move to Council for review and action as soon as possible and no later than Council’s March 17th meeting (or not more than four (4) weeks from the date of Council’s February 18th meeting). [NEWTON]

Council Member	Dalhi Myers, District 10, and Chakisse Newton, District 11
Meeting	Special Called
Date	February 11, 2020

### Discussion:

The Central Midlands Council of Governments is a designated region wide water quality planning agency tasked with developing and maintaining a 208 Regional Water Quality Management Plan. This plan is a regulatory compliance activity under Section 208 of the Clean Water Act. According to the 208 Regional Water Quality Management Plan, the City of Columbia was recently required to transfer approximately 1300 customers to Richland County Utilities. However, the transfer generated concerns from the customers within the transfer area. After receiving the January 2020 sewer bill from Richland County, several customers in the transfer area called, expressing concerns that their bill was too high, as they were paying less than \$30 with the City of Columbia. The variation in costs is based on the difference in billing systems between the two utilities. While the City of Columbia charges sewer based on water consumption, Richland County charges a flat rate of \$55.68. The implication of this is that customers with low water consumption will have bills that are higher than their historical bills.

In response to the customers’ concerns and following County Council’s directives, staff explored possible alternatives to the current billing system. Alternatives explored follow below.

### Scenario – Water Usage

1. **Charging based on water usage:** This option will require having a minimum flat rate for each customer and adding additional cost based on usage (See Table 1). Using this process will require water consumption data from the water provider. The usage data will be reviewed yearly to make the necessary billing rate increase with Council approval.



**Table 1: Billing System Based on Water Usage**

Additional Volumetric Rates	2020	Transfer Area Customers	Broad River Customers	Murray Point	Hopkins
Base Rate	\$20	17	58		2
1-4000 Gal/Mo	\$8/1000 gallons	702	3049	9	25
4,001-10,000 Gal/Mo	\$10/1000 gallons	537	4646	4	20
10,001-100,000 Gal/Mo	\$10/1000 gallons		1468	1	2
100,001-250,000 Gal/Mo	\$10/1000 gallons				
Over 250,001 Gal/Mo	\$10/1000 gallons				

*Example: This option has a base rate is \$20 and then if a customer uses 20 gallons then the total charge will be \$20(base) + \$8(gallons used)= \$28. If next month the customer use 1100 gallons then the total charge will be \$20(Base) + \$16(gallons used)=\$36*

**Cons:**

i. Based on the analysis of the water consumption data from the City of Columbia, there are about 2000 Broad River customers who do not receive water services from the City of Columbia. The assumption is the majority of these customers have private wells. This will make it difficult to charge these customers by water usage without meter reading. Below is a couple of options for the customers with a private well. Each of these options requires bidding out the installation:

- 1) The option of installation of meter to monitor the sewer flow:
  - a) Reached out to Mueller and Pulsar: They have stated there is no flow meter for individual homes currently used; however, a flow meter used for pump stations can be installed to monitor flow. This option will require a Parshall Flumes with Pulsar Ultrasonic Meter. The cost of the flume varies in size from \$500 to \$3000 plus the installation of \$300. The Ultrasonic meter costs \$2865. For each home, the estimated total cost will be around \$4665.00. Also, the installation of flume will require a property easement (5ft X 5ft) and power to be supplied by the homeowner. The total cost for 2000 homes for this option is approximately \$9.3 million. This does not include the wireless data collection system or additional staff needed to collect the monthly readings. The homeowner to provide power to the meter.
- 2) The option of installation of meter to monitor water usage:
  - a) This option will require a water meter installed at the customer’s water source. The total cost for the water meter installation is \$593. The supplies for the installation costs \$393 and the cost of the meter is \$200. The water meter installation requires an easement from each customer. The total cost for water meter for 2000 homes for this option is approximately \$1.8 million.

ii. The City of Columbia generates billing data for customers at different times during the month and this will result in delays and staggered billing.

- iii. This option will require the Finance Department to evaluate the revenue generated each quarter and propose a rate adjustment for the upcoming fiscal year to cover the O&M and Bond payment.
- iv. The water consumption data from the City of Columbia covers a cluster of customers not served by RCU. This will require the Finance Department to extract valid usage information each month.
- v. If the City of Columbia does not provide the Utilities Department with the monthly water usage data, the County will not be able to pursue this option.
- vi. The County would have to purchase special billing software to be able to bill customers monthly based on usage.

**Scenario – Tiered Rates**

**2. Charging based on Tiered Rates:** This option is based on the tiers the customers’ usage falls in based upon predefined ranges. The County will use the average of the winter months (November 1 to March 31) water usage to formulate the tier rates. This methodology ensures charges assessed for sewer are not higher than need be due to typical summer activities such as watering lawns, washing cars, etc. This is a precaution to ensure fair practices in assessing RCU sewer fees. (See Table 2).

**Table 2: Billing System Based on Tier Usage Data from November - March**

Tier by Usage: Water Consumptions by Gallons	RCU 2020 Rate	City of Columbia’s Rate	Transfer Area Customers	Broad River Customers	Murray Point	Hopkins
Tier 1: 0	\$20.00	\$13.81	10	23	0	9
Tier 2: 1 – 2,000	\$34.17	\$33.17	185	557	3	10
Tier 3: 2,001 – 4,000	\$47.95	\$52.21	460	2289	5	9
Tier 4: 4,001 – 6,000	\$63.44	\$71.25	346	2437	4	15
Tier 5: 6,001 – 8,000	\$79.31	\$90.61	160	1648	1	1
Tier 6: 8,001 – 10,000	\$95.00	\$109.65	48	997	0	3
Tier 7: >10,001	\$95.00	\$128.69	47	1270	1	2

**Cons:**

- i) Based on the analysis of the water consumption data from the City of Columbia, there are about 2,000 Broad River customers that do not receive water services from the City of Columbia. The assumption is the majority of these customers have private wells, which would make it difficult to charge these customers by water usage without meter reading. Below is a couple of options for the customers with a private well. Each of these options requires bidding out the installation:
  - (1) The option of installation of meter to monitor the sewer flow:
    - (a) Staff contacted Mueller and Pulsar: They have stated there is no flow meter for individual homes currently used; however, a flow meter used for pump stations can

be installed to monitor flow. This option will require a Parshall Flumes with Pulsar Ultrasonic Meter. The cost of the flume varies in size from \$500 to \$3000 plus the installation of \$300. The Ultrasonic meter costs \$2865. For each home, the estimated total cost will be around \$4665.00. Also, the installation of flume will require a property easement (5ft X 5ft) and power to be supplied by the homeowner. The total cost for 2000 homes for this option is approximately \$9.3 million. This does not include the wireless data collection system or additional staff needed to collect the monthly readings. The homeowner to provide power to the meter.

(2) The option of installation of meter to monitor water usage:

(a) This option will require a water meter installed at the customer's water source. The total cost for the water meter installation is \$593. The supplies for the installation costs \$393 and the cost of the meter is \$200. The water meter installation requires an easement from each customer. The total cost for water meter for 2000 homes for this option is approximately \$1.8 million.

ii) This option will require an annual review of winter months' usage data received from the City of Columbia. The water consumption data from the City of Columbia covers a cluster of customers not served by RCU. This will require the Finance Department to extract valid usage information annually.

iii) If the City of Columbia does not provide the Utilities Department with the water usage data, the County is not able to pursue this option. The County would have to purchase special billing software to be able to bill customers monthly based on usage.

### Scenario – Flat Rate

3. **Charge a flat rate:** This option maintains the current methodology, as derived by the Wildan study, which currently assesses a flat rate of \$55.68/month per residential equivalent unit, which is the portion of a user's facility that impacts the wastewater system equivalent to a single-family residence. Consistent with Council's approval at the Regular Session meeting held on February 19, 2019, effective July 1, 2020 the rate will increase to \$64.03/month per residential unit, and effective July 1, 2021 the rate will increase to \$72.03/month per residential unit.

#### Cons:

i) There is a disparity in sewer rates for the new Richland County sewer customers transferred from City of Columbia sewer service.

### Scenario – Multi-Class Rate Structure **Recommended**

4. **Converting from another fee for service model to Richland County's flat rate fee model:** This option applies to the Transfer Area customers only. They will be charged a rate comparable to the City cost for their average usage for 2019. Their rate will increase at the same percentage each year as the other utilities customers. This will be the 15% increase for all the customers in FY21 and the yearly increase each year until the rate equals the flat rate. (See Table 3). The existing customer if disconnected and need to reconnect and the new customers added to the system in the transfer area will pay the flat rate \$55.68 for FY20 and 15% increased rate of \$64.03 for FY21 as approved by the County Council.

**Table 3: Billing System Based on Water Usage - Transfer Area**

Water Consumption (Cubic/Month)	Usage or flat rate FY20	15% increase FY21	Transfer Area Customers
0	\$13.81	\$15.88	33
1	\$20.99	\$24.14	50
2	\$28.17	\$32.40	132
3	\$35.35	\$40.65	158
4	\$42.53	\$48.91	193
5	\$49.71	\$57.17	177
6	\$55.68	\$64.03	123
7	\$55.68	\$64.03	100
8	\$55.68	\$64.03	85
9	\$55.68	\$64.03	60
10	\$55.68	\$64.03	47
11	\$55.68	\$64.03	98

**Cons:**

- Rate disparity between a portion of City of Columbia transfer customers and customers establishing sewer service for the first time
- Number of years it will take to align the rates, depends on relevant flat rate being charge by Richland County and the rate the transfer customer was paying before becoming a part of Richland County's system.

## Plan Outline to review financial health of the Utilities System

Year 1 – Collect the data to benchmark the expenses and revenue. (Utilities and Finance)

The benchmarking will have planning, analysis, integration, and actions required to document all the identified parameters. Making sure the operation and maintenance of the existing systems are continued to serve the customers.

Monthly highlight of water/sewer project during its construction phase. Sewer system FAQs and tidbits about how having a well maintained sewer system impacts quality of life. Water systems FAQs and tidbits about how access to water can be lifesaving, highlighting improved fire safety. Communication including pictures of old system and equipment as compared to new system and equipment and explanation of the old capabilities vs. the new capabilities. Communicate 3 year rate plan approved by Council (PIO, Utilities, Administration, Council)

Year 2 – Analyze the data to actual expenses, revenue collected, and compare the data with payments for the borrowed money. This will give the necessary information to help to address future rates. Quarterly report out to Sewer Committee (Utilities, Budget, Finance)

Communication showing completed parts of the project. Include feedback from residents, HOA's, the School District etc. Continue to highlight the value residents are receiving from the dollars they are spending. Communicate county's plan to implements a new rate study next year. (PIO, Utilities, Administration)

Year 3 – Solicit request for proposals for new rate study and select vendor. (Utilities and Procurement)  
Discuss elements of proposed solicitation with Sewer Committee before advertising for submittals.

Year 4 – The rate study will evaluate all the parameters of Richland County Utilities and compare it with other utilities within Richland County and surrounding counties. The results of the rate study will be shared with the Sewer Committee and County Council to inform decision making concerning any system needs. (PIO, Utilities, Finance, Administration)

Year 5 – Implement any new rates approved by County Council in the previous fiscal year, whether a decrease or increase. Communicate to the citizens the health of system and what is being done to maintain the system that has been invested in. Show results of the completed water/sewer project, including transformed school grounds with open sewer lagoons filled. (Utilities, PIO, Administration)

**Attachment:**

1. City of Columbia's Rate Sheet



City of Columbia  
Rate Sheet.pdf

2. Flow meter types and costs



Flow Meter Types +  
Costs.pdf

3. Exhibit 1 – Financial Projections for Scenario 3



Exhibit 1 - (COVID19)  
Scenario 3 - No distin

4. Exhibit 2 – Financial Projections for Scenario 4



Exhibit 2 - (COVID19)  
Scenario 4 -Transfer C

RESIDENTIAL

		Water per 100 \$2.91				Sewer per 100 \$4.22				Water per 100 \$4.96				Sewer per 100 \$7.18			
Base Fee		Base Fee				Base Fee				Base Fee							
						8.12	8.12	8.12	13.00					13.81	13.81	13.81	22.09
CuFt	Gals	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"	5/8"	1"	1.5"	2"
100	750	8.12	13.56	20.31	32.49	12.34	12.34	12.34	17.22	13.81	23.05	34.53	55.24	20.99	20.99	20.99	29.27
200	1500	8.12	13.56	20.31	32.49	16.56	16.56	16.56	21.44	13.81	23.05	34.53	55.24	28.17	28.17	28.17	36.45
300	2250	8.12	13.56	20.31	32.49	20.78	20.78	20.78	25.66	13.81	23.05	34.53	55.24	35.35	35.35	35.35	43.63
400	3000	11.03	16.47	23.22	35.40	25.00	25.00	25.00	29.88	18.77	28.01	39.49	60.20	42.53	42.53	42.53	50.81
500	3750	13.94	19.38	26.13	38.31	29.22	29.22	29.22	34.10	23.73	32.97	44.45	65.16	49.71	49.71	49.71	57.99
600	4500	16.85	22.29	29.04	41.22	33.44	33.44	33.44	38.32	28.69	37.93	49.41	70.12	56.89	56.89	56.89	65.17
700	5250	19.76	25.20	31.95	44.13	37.66	37.66	37.66	42.54	33.65	42.89	54.37	75.08	64.07	64.07	64.07	72.35
800	6000	22.67	28.11	34.86	47.04	41.88	41.88	41.88	46.76	38.61	47.85	59.33	80.04	71.25	71.25	71.25	79.53
900	6750	25.58	31.02	37.77	49.95	46.10	46.10	46.10	50.98	43.57	52.81	64.29	85.00	78.43	78.43	78.43	86.71
1000	7500	28.49	33.93	40.68	52.86	50.32	50.32	50.32	55.20	48.53	57.77	69.25	89.96	85.61	85.61	85.61	93.89
1100	8250	31.40	36.84	43.59	55.77	54.54	54.54	54.54	59.42	53.49	62.73	74.21	94.92	92.79	92.79	92.79	101.07
1200	9000	34.31	39.75	46.50	58.68	58.76	58.76	58.76	63.64	58.45	67.69	79.17	99.88	99.97	99.97	99.97	108.25
1300	9750	37.22	42.66	49.41	61.59	62.98	62.98	62.98	67.86	63.41	72.65	84.13	104.84	107.15	107.15	107.15	115.43
1400	10500	40.13	45.57	52.32	64.50	67.20	67.20	67.20	72.08	68.37	77.61	89.09	109.80	114.33	114.33	114.33	122.61
1500	11250	43.04	48.48	55.23	67.41	71.42	71.42	71.42	76.30	73.33	82.57	94.05	114.76	121.51	121.51	121.51	129.79
1600	12000	45.95	51.39	58.14	70.32	75.64	75.64	75.64	80.52	78.29	87.53	99.01	119.72	128.69	128.69	128.69	136.97
1700	12750	48.86	54.30	61.05	73.23	79.86	79.86	79.86	84.74	83.25	92.49	103.97	124.68	135.87	135.87	135.87	144.15
1800	13500	51.77	57.21	63.96	76.14	84.08	84.08	84.08	88.96	88.21	97.45	108.93	129.64	143.05	143.05	143.05	151.33
1900	14250	54.68	60.12	66.87	79.05	88.30	88.30	88.30	93.18	93.17	102.41	113.89	134.60	150.23	150.23	150.23	158.51
2000	15000	57.59	63.03	69.78	81.96	92.52	92.52	92.52	97.40	98.13	107.37	118.85	139.56	157.41	157.41	157.41	165.69
2100	15750	60.50	65.94	72.69	84.87	96.74	96.74	96.74	101.62	103.09	112.33	123.81	144.52	164.59	164.59	164.59	172.87
2200	16500	63.41	68.85	75.60	87.78	100.96	100.96	100.96	105.84	108.05	117.29	128.77	149.48	171.77	171.77	171.77	180.05
2300	17250	66.32	71.76	78.51	90.69	105.18	105.18	105.18	110.06	113.01	122.25	133.73	154.44	178.95	178.95	178.95	187.23
2400	18000	69.23	74.67	81.42	93.60	109.40	109.40	109.40	114.28	117.97	127.21	138.69	159.40	186.13	186.13	186.13	194.41
2500	18750	72.14	77.58	84.33	96.51	113.62	113.62	113.62	118.50	122.93	132.17	143.65	164.36	193.31	193.31	193.31	201.59
2600	19500	75.05	80.49	87.24	99.42	117.84	117.84	117.84	122.72	127.89	137.13	148.61	169.32	200.49	200.49	200.49	208.77
2700	20250	77.96	83.40	90.15	102.33	122.06	122.06	122.06	126.94	132.85	142.09	153.57	174.28	207.67	207.67	207.67	215.95
2800	21000	80.87	86.31	93.06	105.24	126.28	126.28	126.28	131.16	137.81	147.05	158.53	179.24	214.85	214.85	214.85	223.13
2900	21750	83.78	89.22	95.97	108.15	130.50	130.50	130.50	135.38	142.77	152.01	163.49	184.20	222.03	222.03	222.03	230.31
3000	22500	86.69	92.13	98.88	111.06	134.72	134.72	134.72	139.60	147.73	156.97	168.45	189.16	229.21	229.21	229.21	237.49
3100	23250	89.60	95.04	101.79	113.97	138.94	138.94	138.94	143.82	152.69	161.93	173.41	194.12	236.39	236.39	236.39	244.67
3200	24000	92.51	97.95	104.70	116.88	143.16	143.16	143.16	148.04	157.65	166.89	178.37	199.08	243.57	243.57	243.57	251.85
3300	24750	95.42	100.86	107.61	119.79	147.38	147.38	147.38	152.26	162.61	171.85	183.33	204.04	250.75	250.75	250.75	259.03
3400	25500	98.33	103.77	110.52	122.70	151.60	151.60	151.60	156.48	167.57	176.81	188.29	209.00	257.93	257.93	257.93	266.21
3500	26250	101.24	106.68	113.43	125.61	155.82	155.82	155.82	160.70	172.53	181.77	193.25	213.96	265.11	265.11	265.11	273.39
3600	27000	104.15	109.59	116.34	128.52	160.04	160.04	160.04	164.92	177.49	186.73	198.21	218.92	272.29	272.29	272.29	280.57
3700	27750	107.06	112.50	119.25	131.43	164.26	164.26	164.26	169.14	182.45	191.69	203.17	223.88	279.47	279.47	279.47	287.75
3800	28500	109.97	115.41	122.16	134.34	168.48	168.48	168.48	173.36	187.41	196.65	208.13	228.84	286.65	286.65	286.65	294.93
3900	29250	112.88	118.32	125.07	137.25	172.70	172.70	172.70	177.58	192.37	201.61	213.09	233.80	293.83	293.83	293.83	302.11
4000	30000	115.79	121.23	127.98	140.16	176.92	176.92	176.92	181.80	197.33	206.57	218.05	238.76	301.01	301.01	301.01	309.29
4100	30750	118.70	124.14	130.89	143.07	181.14	181.14	181.14	186.02	202.29	211.53	223.01	243.72	308.19	308.19	308.19	316.47
4200	31500	121.61	127.05	133.80	145.98	185.36	185.36	185.36	190.24	207.25	216.49	227.97	248.68	315.37	315.37	315.37	323.65
4300	32250	124.52	129.96	136.71	148.89	189.58	189.58	189.58	194.46	212.21	221.45	232.93	253.64	322.55	322.55	322.55	330.83
4400	33000	127.43	132.87	139.62	151.80	193.80	193.80	193.80	198.68	217.17	226.41	237.89	258.60	329.73	329.73	329.73	338.01
4500	33750	130.34	135.78	142.53	154.71	198.02	198.02	198.02	202.90	222.13	231.37	242.85	263.56	336.91	336.91	336.91	345.19
4600	34500	133.25	138.69	145.44	157.62	202.24	202.24	202.24	207.12	227.09	236.33	247.81	268.52	344.09	344.09	344.09	352.37
4700	35250	136.16	141.60	148.35	160.53	206.46	206.46	206.46	211.34	232.05	241.29	252.77	273.48	351.27	351.27	351.27	359.55
4800	36000	139.07	144.51	151.26	163.44	210.68	210.68	210.68	215.56	237.01	246.25	257.73	278.44	358.45	358.45	358.45	366.73
4900	36750	141.98	147.42	154.17	166.35	214.90	214.90	214.90	219.78	241.97	251.21	262.69	283.40	365.63	365.63	365.63	373.91
5000	37500	144.89	150.33	157.08	169.26	219.12	219.12	219.12	224.00	246.93	256.17	267.65	288.36	372.81	372.81	372.81	381.09
5100	38250	147.80	153.24	159.99	172.17	223.34	223.34	223.34	228.22	251.89	261.13	272.61	293.32	379.99	379.99	379.99	388.27
5200	39000	150.71	156.15	162.90	175.08	227.56	227.56	227.56	232.44	256.85	266.09	277.57	298.28	387.17	387.17	387.17	395.45
5300	39750	153.62	159.06	165.81	177.99	231.78	231.78	231.78	236.66	261.81	271.05	282.53	303.24	394.35	394.35	394.35	402.63
5400	40500	156.53	161.97	168.72	180.90	236.00	236.00	236.00	240.88	266.77	276.01	287.49	308.20	401.53	401.53	401.53	409.81
5500	41250	159.44	164.88	171.63	183.81	240.22	240.22	240.22	245.10	271.73	280.97	292.45	313.16	408.71	408.71	408.71	416.99
5600	42000	162.35	167.79	174.54	186.72	244.44	244.44	244.44	249.32	276.69	285.93	297.41	318.12	415.89	415.89	415.89	424.17
5700	42750	165.26	170.70	177.45	189.63	248.66	248.66	248.66	253.54	281.65	290.89	302.37	323.08	423.07	423.07	423.07	431.35

This financial projection represents Scenario 3 in the briefing document

Exhibit  
1

Rates Increase in January to \$64.03 for all Customers

Description	Projected For Fiscal Year	
	Ending June 30:	
	2020	2021
<u>User Rate Revenue</u>		
BRS qrtly billing	7,967,808	8,719,676
BRS Apartments	219,156	235,609
South East Existing	33,408	35,913
South East New	467,712	1,005,564
Eastover	77,563	83,379
FinnChem	124,446	124,446
North Region Sewer	0	0
Sewer System	\$ 8,890,093	\$ 10,204,587
Water System	\$ 227,311	\$ 275,551
Total	\$ 9,117,404	\$ 10,480,138
<u>BRS (NW) &amp; North Region</u>		
Percent Increase	25.0%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Taps	11,925	12,140
Customers	10,764	10,979
<u>South East Region Sewer</u>		
Percent Increase	48.1%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Customers	50	50
New Customers	1400	1400
<u>All Water Regions</u>		
Water Increase	0.0%	0.0%
Average Bill	\$ 43.35	\$ 43.35
Customers		
Other Revenue	607,500	768,000
Total Revenue	9,724,904	11,248,138
Transfer Customer Pmt	\$ 283,584	\$ 567,168
O&M Expenses	\$ 6,927,923	\$ 5,988,380
Available for Debt	\$ 2,513,397	\$ 4,692,590
Debt Service	\$ 2,236,429	\$ 3,329,256
Debt Coverage 1.2	1.12	1.41
Remaining Funds	\$ 276,968	\$ 1,363,334
Transfers to Other Funds	\$ (3,103,000)	\$ -
Net Remaining Funds	\$ (2,826,032)	\$ 1,363,334
Beginning Fund Balance	\$ 7,029,192	\$ 2,813,160
Remaining Funds	\$ (2,826,032)	\$ 1,363,334
Capital	\$ (1,390,000)	\$ (3,205,000)
Ending Fund Balance	\$ 2,813,160	\$ 971,495



This financial projection represents Scenario 4 in the briefing document

Rates Increase in January to \$64.03-Transfer Flat rate with Jan. Inc.

Exhibit  
2

Description	Projected For Fiscal Year Ending	
	June 30:	
	2020	2021
<u>User Rate Revenue</u>		
BRS qrtly billing	7,967,808	8,719,676
BRS Apartments	219,156	235,609
South East Existing	33,408	35,913
South East New	338,279	727,293
Eastover	77,563	83,379
FinnChem	124,446	124,446
North Region Sewer	0	0
Sewer System	\$ 8,760,660	\$ 9,926,316
Water System	\$ 227,311	\$ 275,551
Total	\$ 8,987,971	\$ 10,201,867
<u>BRS (NW) &amp; North Region</u>		
Percent Increase	25.0%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Taps	11,925	12,140
Customers	10,764	10,979
<u>South East Region Sewer</u>		
Percent Increase	48.1%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Customers	50	50
Monthly Rate	Avg rate 43.72	Avg rate 50.28
New Customers	1400	1400
<u>All Water Regions</u>		
Water Increase	0.0%	0.0%
Average Bill	\$ 43.35	\$ 43.35
Customers		
Other Revenue	607,500	768,000
Total Revenue	9,595,471	10,969,867
Transfer Customer Pmt	\$ 283,584	\$ 567,168
O&M Expenses	\$ 6,927,923	\$ 5,988,380
Available for Debt	\$ 2,383,964	\$ 4,414,319
Debt Service	\$ 2,236,429	\$ 3,329,256
Debt Coverage 1.2	1.07	1.33
Remaining Funds	\$ 147,535	\$ 1,085,063
Transfers to Other Funds	\$ (3,103,000)	\$ -
Net Remaining Funds	\$ (2,955,465)	\$ 1,085,063
Beginning Fund Balance	\$ 7,029,192	\$ 2,683,727
Remaining Funds	\$ (2,955,465)	\$ 1,085,063
Capital	\$ (1,390,000)	\$ (3,205,000)
Ending Fund Balance	\$ 2,683,727	\$ 563,791

**From:** [LEONARDO BROWN](#)  
**To:** [Council Members](#)  
**Cc:** [LARRY SMITH](#); "[Larry Smith](#)"; [Michelle Onley](#)  
**Subject:** State land purchase near McEntire JNGB  
**Date:** Wednesday, July 1, 2020 4:11:12 PM  
**Attachments:** [LandParcels\\_ClearZones\\_SteelPlantwithTMSnumbersUpdatedParcels\\_200130.pdf](#)  
[Acquisition Process for Steel Mill.docx](#)

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Honorable Members of Council,

I have been contacted by Mr. Steven Bewley on behalf of McEntire JNGB. McEntire JNGB is requesting a letter of support from Richland County Council. According to the documentation provided by Mr. Bewley, the letter of support is needed to fulfill requirement #8 of the attached Word document "Obtain letters of support from Richland County Council and Richland School District 1 – this is required since property will no longer be a part of the tax base for the County or School District".

I could not find an example of how a request of this nature was handled by Council in the past. If this requires Council action, I think that it would go on Council's Agenda under Other Items for Action. Please advise.

**LEONARDO BROWN, MBA, CPM**

County Administrator  
Richland County Government  
County Administration Office  
[brown.leonardo@richlandcountysc.gov](mailto:brown.leonardo@richlandcountysc.gov)

P 803-576-2054 O 803-576-2059

2020 Hampton St.  
Columbia, SC 29204  
[www.richlandcountysc.gov](http://www.richlandcountysc.gov)

***"Striving for Excellence"***

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*If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.*

---

**From:** Bewley, Steven L NFG USAF 169 FW (USA) <[steven.l.bewley.nfg@mail.mil](mailto:steven.l.bewley.nfg@mail.mil)>  
**Sent:** Tuesday, June 23, 2020 10:38 AM  
**To:** LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>  
**Cc:** Douglass, Benjamin J 1st Lt USAF 169 MSG (USA) <[benjamin.j.douglass2.mil@mail.mil](mailto:benjamin.j.douglass2.mil@mail.mil)>; Rector,

Stephen E (Steve) SMSgt USAF 169 MSG (USA) <stephen.e.rector.mil@mail.mil>

**Subject:** RE: [Non-DoD Source] RE: State land purchase near McEntire JNGB

The land purchase will help with our existing Clear Zone issues.

There have been occurrences where F-16 in-flight emergencies at McEntire have had the potential for mishaps within the installation's south clear zone in the vicinity of this property. Land acquisition will allow the installation to achieve increased aircraft recovery potential, as well as pilot and civilian population survivability/safety.

We have not received anything from the school district.

Getting the support documentation from the council and school district are the last things to be accomplished before we can forward stuff to the Capital Budgeting Office.

Can you tell us how long this will take?

Let me know if you have any other questions or need more info.

v/r

Steven Bewley

Real Property Manager/169th CES

McEntire JNGB, SC 29044

(803) 647-8475

DSN 583-8475

**From:** LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>

**Sent:** Monday, June 22, 2020 4:29 PM

**To:** Bewley, Steven L NFG USAF 169 FW (USA) <[steven.l.bewley.nfg@mail.mil](mailto:steven.l.bewley.nfg@mail.mil)>

**Subject:** [Non-DoD Source] RE: State land purchase near McEntire JNGB

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

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Good afternoon Mr. Bewley,

Thank you for attaching the parcel of land in question to your email. I will be sending the documentation that you sent me and your response to this email to my Council for their consideration.

Will you please provide clarity for my Council on two matters:

- 1) What benefit will be derived from the land acquisition? This will help clearly communicate to the Council what their support means to the project.

2) Have you received a letter of support from Richland School District One?

Leonardo Brown MBA, CPM  
County Administrator

P 803.576.2054

P 803.576.2059

[brown.leonardo@richlandcountysc.gov](mailto:brown.leonardo@richlandcountysc.gov) < Caution-mailto:brown.leonardo@richlandcountysc.gov >

2020 Hampton Street, Suite 4069  
Columbia, SC 29204

“Striving For Excellence”

**From:** Bewley, Steven L NFG USAF 169 FW (USA) <[steven.l.bewley.nfg@mail.mil](mailto:steven.l.bewley.nfg@mail.mil)>

**Sent:** Friday, June 19, 2020 7:54 AM

**To:** LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>

**Subject:** State land purchase near McEntire JNGB

Sir,

We spoke a couple weeks ago.

The process is at #8 on the attached acquisition document.

My bosses are asking for an update to our situation, can you provide please?

v/r

Steven Bewley

Real Property Manager/169th CES

McEntire JNGB, SC 29044

(803) 647-8475

DSN 583-8475

1. A-1, Phase 1 approved 8 Nov 2019 in the amount of \$110,000.00 – completed. \$110,000 pays for Survey, Building Assessment, Environmental, and Appraisal
2. Contact owner to determine if owner is interested in selling the property based on fair market value to allow for appraisal. **(ANG Leadership)**
3. Appraisal – obtain a licensed appraiser - **(Mr. Steve Bewley ANG/CE Office)**

Items 4 thru 8 can be conducted simultaneously

4. Obtain Metes & Bounds Survey **(Mr. Steve Bewley ANG/CE Office)**
5. Obtain a Phase 1 Building Assessment on any structures in the acquisition, if buildings are utilized by state employees or the public **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
6. Obtain an Asbestos and Lead survey on any structures included in the acquisition **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
7. Obtain a Level One Environmental Study for detection of hazardous materials **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
8. Obtain letters of support from Richland County Council and Richland School District 1 – this is required since property will no longer be a part of the tax base for the County or School District **(ANG Leadership)**
9. Forward originals of the appraisal, building assessment, environmental study report, and letters of support to the Capital Budgeting Office. The Capital Budget Office will forward building condition assessment to Office of State Engineer for review. **(Mr. Steve Bewley ANG/CE Office)**
10. Capital Budget Office reviews all studies and documents
11. Upon acceptance by the Capital Budget Office, complete Phase II A-1, Property Acquisition Information Format information and memo signed by TAG requesting approval of the acquisition and the date which the approval is required. **(Mr. Steve Bewley ANG/CE Office and CFMO)**
12. Submit Phase II A-1 for JBRC & SFAA approval. **(CFMO)**
13. Once SFAA approval is granted, agency will prepare a request for authorization to employ associate counsel to prepare contract to purchase real property and improvements; examining title, obtaining title insurance, preparing deed and closing of the transaction and pay legal fees. **(Mr. Steve Bewley ANG/CE, CFMO, Mr. Deebo Kelly)**
14. Once the sale and purchase price is agreed upon by all parties, schedule closing and coordinate with Budget & Finance to have check for purchase available on date of closing. **(Mr. Steve Bewley ANG/CE Office, CFMO, associate counsel)**
15. Provide Real Property Services copy of deed and other documents that are required. **(Mr. Steve Bewley ANG/CE Office and CFMO)**

**( )**= recommended lead



R30400-01-25

R30400-01-25

114.19 Acres  
R30400-01-31

# COVID 19 PANDEMIC RELIEF GRANT

Status Update



# NUMBER OF APPLICANTS

Category	Total Number
Community organization/non-profit registered with the Secretary of State	96
For-profit entity with a current Richland County business license	394
<b>Total Number of Applicants</b>	<b>490*</b>

The grant officially closed at 12:00am on July 01, 2020.

These categories are self-reported; staff has had to correct improperly categorized applicants.

\*Data available as of 2:38pm Thursday, July 02, 2020





# GRANT PROGRAM IN SUMMARY UPDATE

- **Review Committee Status**
  - All grant applications have been reviewed by staff for eligibility.
  - The grant committees have also completed their reviews.
- **Updated timeline of award disbursement**
  - For those approved by County Council, awards are anticipated to begin disbursement as soon as possible.
  - Staff will make every effort possible to expeditiously disburse funds while ensuring all appropriate documentation is received, and that all Accounts Payable processes are followed.





# **NON PROFIT GRANTS**

# FUNDING REQUESTS

- Funding requests total:
  - \$1,919,985.98
- Funding request range:
  - \$3,000.00 - \$133,940.00



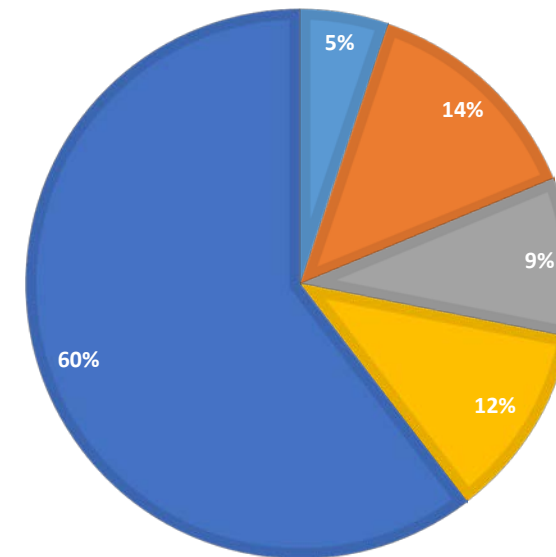
# POPULATIONS TO BE SERVED

Population	Applicants
Senior Citizens	5
Residents without health insurance/paid leave	13
Part-time/seasonal workers	9
Individuals experiencing homelessness	11
Healthcare workers	58
Other*	5

\*Included combinations of the above categories as well as individuals with disabilities; children; low-income families, at-risk youth, etc.

POPULATIONS TO BE SERVED

- Healthcare workers
- Individuals experiencing homelessness
- Part-time/seasonal workers (including hospitality/service industry workers)
- Senior Citizens
- Other





# **SMALL BUSINESS GRANTS**

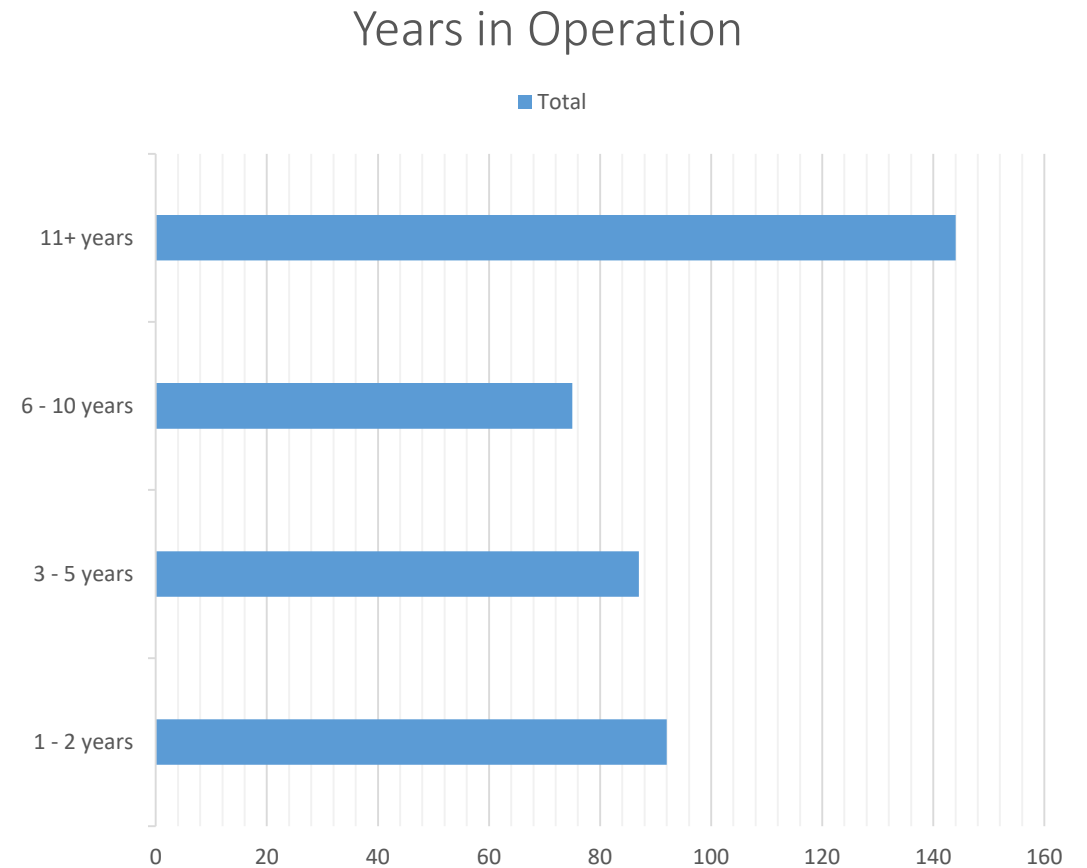
# FUNDING REQUESTS

- Funding requests total:
  - \$5,225,876.30
- Funding request range:
  - \$1,000.00 - \$400,000.00
- Most frequently requested amount of funding:
  - \$10,000.00



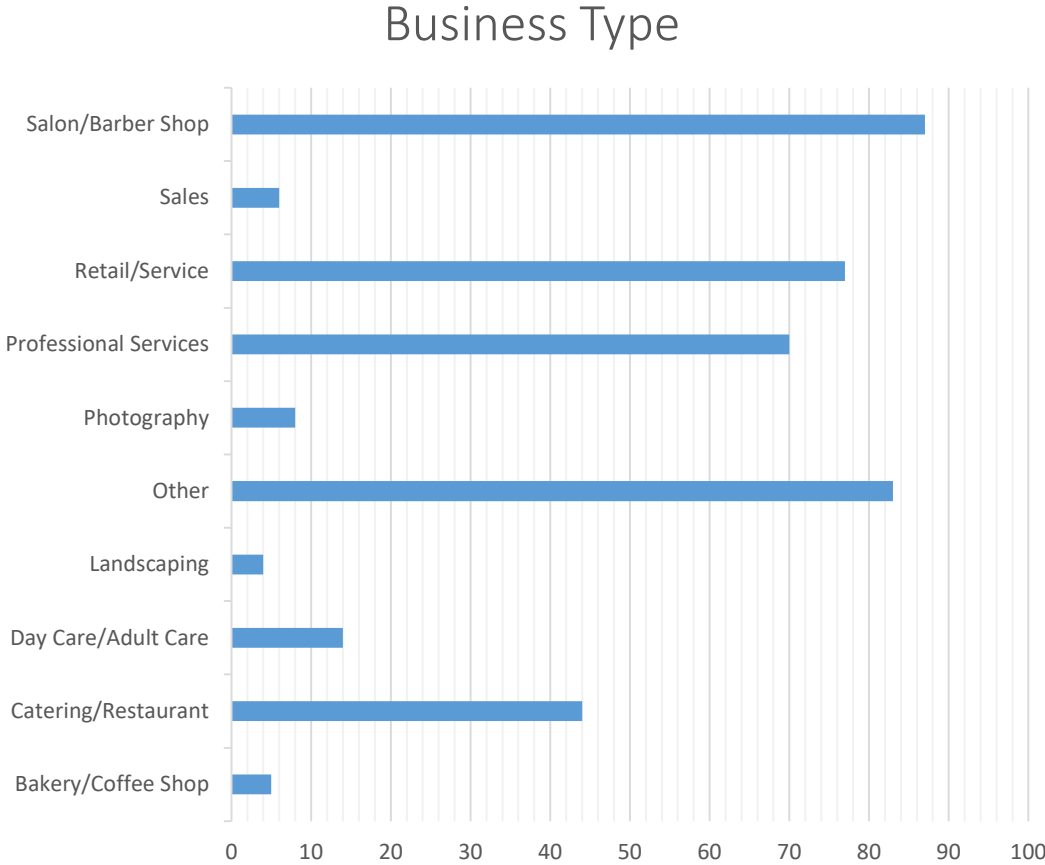
# LENGTH OF TIME APPLICANTS IN BUSINESS

Years in Operation	# of Applicants	Percentage
1 to 2 years	92	23%
3 to 5 years	87	22%
6 to 10 years	75	19%
11 + years	144	36%



# TYPE OF BUSINESS

Business Type	# of Applicants	Percentage
Bakery/Coffee Shop	5	1%
Catering/Restaurant	44	11%
Day Care/Adult Care	14	4%
Landscaping	4	1%
Other	83	21%
Photography	8	2%
Professional Services	70	18%
Retail/Service	77	19%
Sales	6	2%
Salon/Barbershop	87	22%



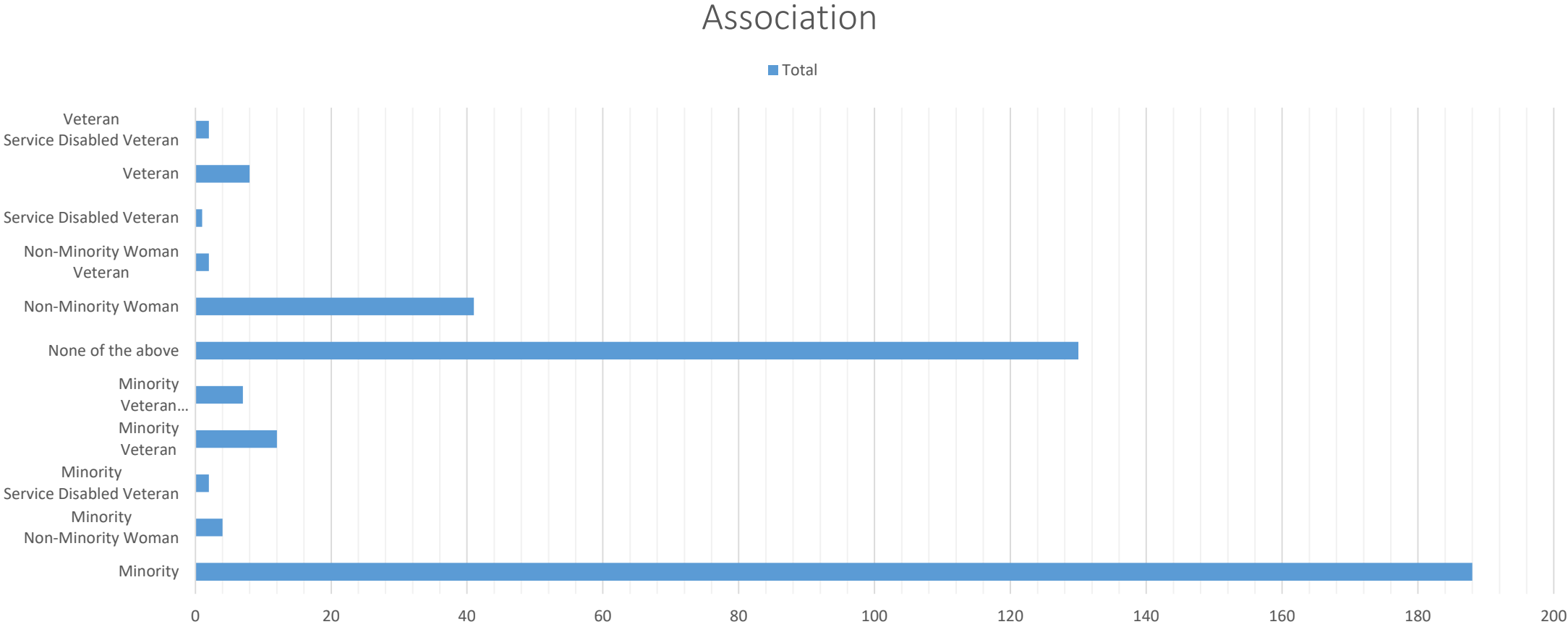


# APPLICANTS BY ASSOCIATION

Association	# of Applicants	Percentage
Minority	188	47%
Minority/Non-Minority Woman	4	1%
Minority Service Disabled Veteran	2	1%
Minority Veteran	12	3%
Minority Veteran Service Disabled Veteran	7	2%
None of the above	130	33%
Non-Minority Woman	41	10%
Non-Minority Woman/Veteran	2	1%
Service Disabled Veteran	1	0%
Veteran	8	2%
Veteran/Service Disabled Veteran	2	1%



# APPLICANTS BY ASSOCIATION



# NUMBER OF EMPLOYEES

Employees	Before COVID-19	Percentage	After COVID-19	Percentage	% Difference
Independent	112	28%	167	42%	↑14%
1-5	181	45%	178	45%	0%
6-15	81	20%	43	11%	↓9%
16-50	24	6%	9	2%	↓4%

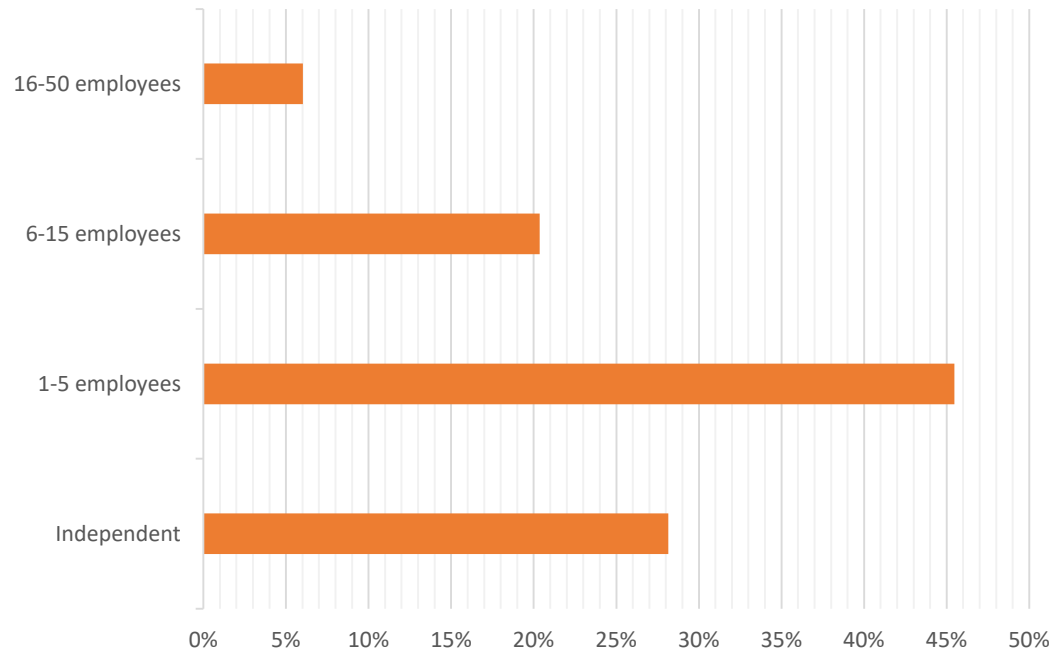
Overall, County businesses experienced a decrease in staff.



# NUMBER OF EMPLOYEES

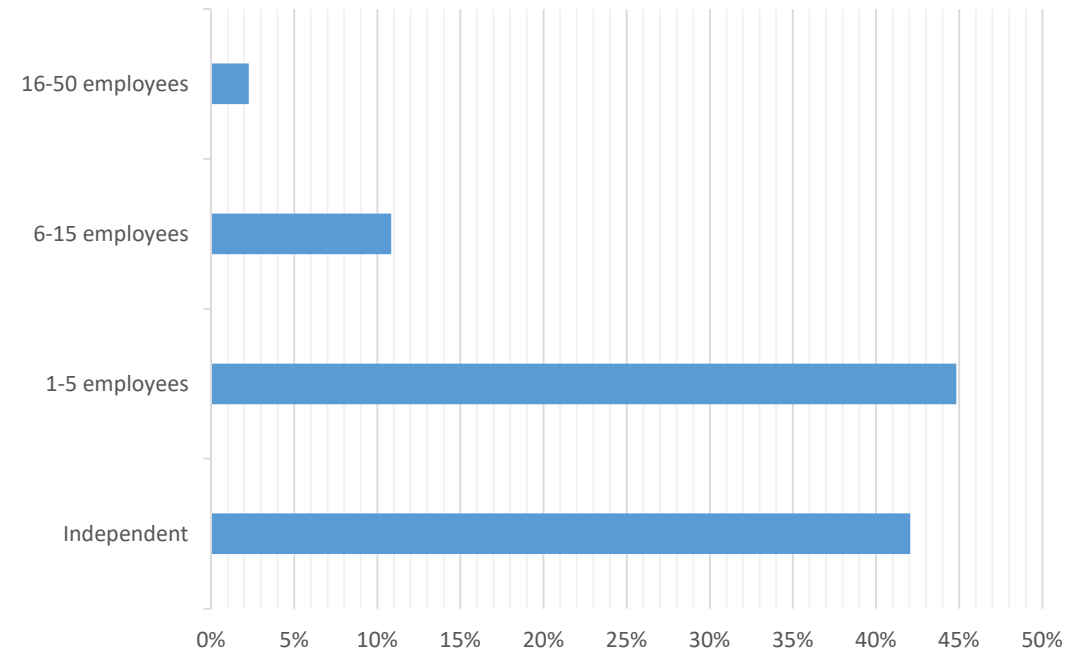
## BEFORE COVID-19

Number of Employees Pre-COVID-19



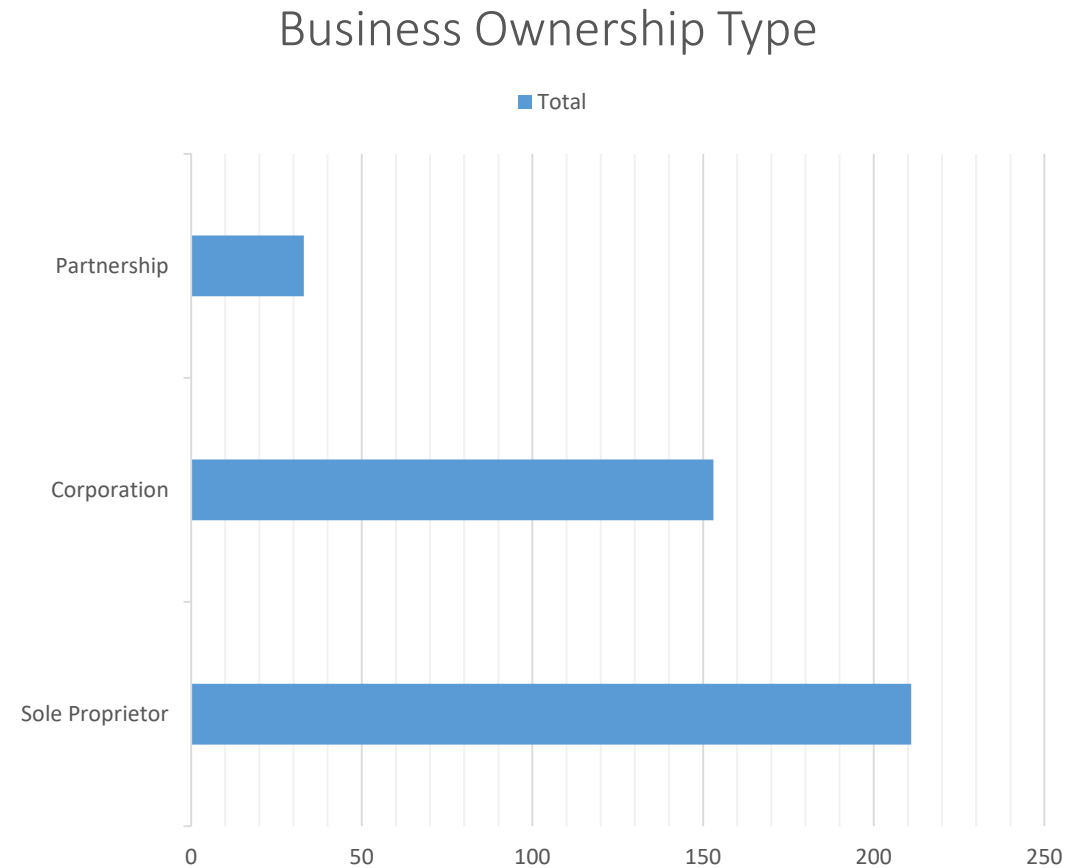
## AFTER COVID-19

Number of Employees Post - COVID-19



# FORM OF OWNERSHIP

Ownership	# of Applicants	Percentage
Sole Proprietor	211	53%
Corporation	153	39%
Partnership	33	8%





# RECOMMENDATIONS

# COMMITTEE RECOMMENDATIONS: NON PROFIT

- Populations to be served
  - Senior citizens
  - Healthcare workers
  - Low income families and/or individuals
  - Children and older youth
  - Sickle cell patients



<b>Organization/Project</b>	<b>Total</b>
Central South Carolina Habitat for Humanity / Habitat for Humanity's COVID-19 Response Efforts	\$ 15,000.00
Epworth Children's Home / Epworth Children's Home Covid19 Relief Needs	\$ 12,000.00
Harvest Hope Food Bank / Helping our Neighbors in Need	\$ 10,000.00
Wiley Kennedy Foundation / COVID-19 Pandemic Relief Grant	\$ 9,400.00
James R. Clark Memorial Sickle Cell Foundation / Sickle Cell Patient COVID-19 Resources and Support	\$ 1,100.00



# COMMITTEE RECOMMENDATIONS: SMALL BUSINESS

- Business types/industries recommended to be awarded
  - Salon/barbershop
  - Professional service
  - Other
  - Retail/service
  - Day care/adult care
  - Catering/restaurant



# COMMITTEE RECOMMENDATIONS: SMALL BUSINESS

- Expenses to be paid
  - Business Rent/Lease
  - Utilities
  - Working Capital
  - Payroll Costs
  - Insurance
  - Debt Service
  - Supplies
  - Accounts Payable
  - Enhanced Sanitation
  - Inventory Payments
  - Equipment
  - Other: Advertising/Marketing, Administrative Work; PPE, Training, Computer Support



Business Name	Round3	Round 4	District	Location	Type	Association	Employees Before	Employees After	Expenses
2HM ENTERPRISE LLC / SPARKLE NAIL SPA	1,536.37	-	9	Unincorporated	Salon/Barber Shop	None	1-5 employees	Independent	Business Rent/Lease Utilities Working Capital Payroll Costs Insurance
32 Dental, LLC / COVID19 Relief	204.52	-	9	Unincorporated	Professional Services	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Debt Service Supplies Accounts Payable Enhanced Sanitation Insurance Inventory Payments
3rd Rock Ultrasound, LLC / 3rd Rock Ultrasound	243.31	-	9	Unincorporated	Professional Services	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs
AACC(SC), Inc. / AACC(SC), Inc DBA My Gym	-	-	9	Unincorporated	Other	Minority Veteran Service Disabled Veteran	6-15 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Debt Service Supplies Enhanced Sanitation Insurance
Alis enterprises llc / Alis enterprises llc dba Area 57	1,805.56	-	3	Unincorporated	Retail/Service	Minority	Independent	Independent	Business Rent/Lease Utilities Payroll Costs Accounts Payable Insurance Inventory Payments
All God's Children Dayacre Center / Covid-19 Aid	310.31	-	10	Unincorporated	Day Care/Adult Care	Minority	6-15 employees	6-15 employees	Utilities Working Capital Payroll Costs
Coral's Corporation / Coral's Corporation	176.31	-	4	Incorporated	Retail/Service	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Insurance Inventory Payments
Couture Salon LLC / Couture Salon LLC	-	-	10	Incorporated	Salon/Barber Shop	Non-Minority Woman Veteran	6-15 employees	1-5 employees	Business Rent/Lease Utilities Insurance
Crossings Deli, LLC / Crossings Deli, LLC	293.86	-	7	Unincorporated	Catering/Restaurant	None of the above	1-5 employees	1-5 employees	Utilities Payroll Costs
Design Dentistry / Isaiah L Davis	259.77	-	7	Unincorporated	Professional Services	Minority	6-15 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Debt Service Supplies Accounts Payable Enhanced Sanitation Insurance Inventory Payments Equipment
DOC's Restaurant, LLC / Doc's Barbeque	-	-	10	Unincorporated	Catering/Restaurant	None of the above	16-50 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Supplies Enhanced Sanitation

EDRUSH Consulting and Development Group LLC / Covid 19 Pandemic Relief Grant payment	-	-	4 Incorporated	Professional Services	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Accounts Payable Insurance
Galleon Enterprises LLC / Galleon Enterprises LLC	192.76	-	10 Incorporated	Other	None of the above	16-50 employees	6-15 employees	Business Rent/Lease Utilities Payroll Costs
Katherine's Heavenly Cleaning Services / Katherine's Heavenly Cleaning Services LLC	-	-	5 Incorporated	Other	Minority	6-15 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Insurance Equipment Other: Advertising/Marketing, Admin Wor
kdnvollc / la dona nail bar	1,082.62	-	9 Unincorporated	Salon/Barber Shop	None of the above	Independent	Independent	Business Rent/Lease Utilities Supplies Insurance Equipment
Montessori Early Learning Center / Montessori Early Early Learning Center	-	-	4 Incorporated	Day Care/Adult Care	Non-Minority Woman	6-15 employees	6-15 employees	Business Rent/Lease Utilities Payroll Costs Supplies Enhanced Sanitation Insurance Equipment
R6 Enterprise LLC DBA Gold Den / R6 Enterprise LLC DBA Gold Den	-	-	3 Unincorporated	Catering/Restaurant	Minority	6-15 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Insurance Equipment
Salon Noir / The Noir Salon	1,822.01	-	3 Unincorporated	Salon/Barber Shop	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Supplies Enhanced Sanitation Insurance Inventory Payments Equipment
Sincerely Bagz / COVID-19 pandemic relief grant request	1,787.92	-	3 Unincorporated	Retail/Service	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Enhanced Sanitation Insurance Inventory Payments Other: supply of mask and gloves, sanitizer, lysol, advertisement
Studio Cellar / Studio Cellar	243.31	-	5 Incorporated	Retail/Service	Non-Minority Woman	6-15 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Insurance

Sueling Enterprises, Inc DBA French Nails / COVID-19 Pandemic Relief Act	679.42	-	8 Unincorporated	Catering/Restaurant	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Debt Service Supplies Enhanced Sanitation Insurance
The Grill @ 301 / The Grill @ 301	796.97	-	8 Unincorporated	Catering/Restaurant	Minority	6-15 employees	Independent	Business Rent/Lease Utilities Payroll Costs Debt Service Supplies Enhanced Sanitation Insurance Equipment Other: Training for owner & employees
The Woods Canine Resort and Spa LLC. 3510 Kennerly Rd. Irmo, SC 29063 / Covid disaster relief for continuation of business	2,409.77	-	1 Incorporated	Retail/Service	None of the above	6-15 employees	1-5 employees	Utilities Working Capital Payroll Costs Debt Service Supplies Accounts Payable Insurance
LaRoque Originals LCC / LaRoque Originals LCC	10,000.00	-	5 Incorporated	Retail/Service	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Accounts Payable Enhanced Sanitation Insurance Inventory Payments
Sugar Coated Waxing and Sugaring LLC / Sugar Coated Wax Re-Opened	10,000.00	-	7 Unincorporated	Salon/Barber Shop	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Supplies Enhanced Sanitation Insurance
Cavalier's of Columbia / Cavalier's of Columbia	10,000.00	-	4 Incorporated	Retail/Service	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Insurance Inventory Payments
Eyes Over Carolina, PC / Eyes Over Carolina, PC	-	10,000	2 Unincorporated	Professional Services	None of the above	6-15 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Accounts Payable Insurance Equipment
MYERS NURSERY & DAYCARE CENTER / MYERS NURSERY & DAYCARE CENTER	-	10,000	10 Unincorporated	Day Care/Adult Care	Minority Non-Minority Woman	6-15 employees	6-15 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Accounts Payable Enhanced Sanitation Insurance Equipment Other: new cleaning enhancements duties
A & S Transportation LLC / A & S Transportation LLC	-	3,461	11 Unincorporated	Professional Services	Minority	1-5 employees	Independent	Working Capital Payroll Costs Debt Service Insurance Equipment

Andrew's Jewelry Inc / Andrew's Jewelry	-	4,546	9 Unincorporated	Retail/Service	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Insurance
Brian Dressler Photography, Inc. / Small Business Grant, Richland County	-	3,786	5 Incorporated	Photography	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs
Brown Investment & Development LLC / Covid 19 Grant	-	4,383	11 Unincorporated	Professional Services	Minority	1-5 employees	1-5 employees	Utilities Working Capital Supplies Insurance Equipment
CARBRA Construction and Design Inc / Richland County COVID-19 Pandemic Relief Grant	-	4,663	4 Incorporated	Other	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Insurance Equipment
Clarrisa's Kitchen and Catering LLC / COVID-19 Reilef Help	-	3,967	4 Incorporated	Catering/Restaurant	Minority Service Disabled Veteran	1-5 employees	Independent	Business Rent/Lease Working Capital Debt Service Supplies Enhanced Sanitation Insurance
Corley Lawn & Construction, LLC / Small Business Covid -19	-	3,903	7 Unincorporated	Other	Minority	6-15 employees	1-5 employees	Utilities Payroll Costs Supplies Insurance Equipment
Cowboy Brazilian Steakhouse / Relief Funds	-	4,383	4 Incorporated	Catering/Restaurant	Minority	16-50 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Debt Service Supplies Enhanced Sanitation Insurance
DAD N ASSOCIATES LLC / DAD N ASSOCIATES LLC	-	4,690	3 Unincorporated	Other	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Debt Service Supplies Accounts Payable Enhanced Sanitation Insurance Equipment
DDI LLC / Richland Co COVID19 Relief Grant	-	4,708	4 Incorporated	Catering/Restaurant	None of the above	6-15 employees	6-15 employees	Business Rent/Lease Utilities Enhanced Sanitation Insurance
Diversified Training Consultants / COVID19 Pandemic Relief	-	4,473	1 Unincorporated	Professional Services	Minority	Independent	Independent	Business Rent/Lease Utilities Payroll Costs Supplies Enhanced Sanitation Insurance Equipment

Business Name	Amount	Grant Amount	Business Type	Industry	Minority Status	Employee Count	Other Info	Use of Funds
Drake Imaging / Drake Imaging	-	4,500	8 Unincorporated	Photography	Minority	Independent	Independent	Business Rent/Lease Utilities Working Capital Debt Service Supplies Accounts Payable Enhanced Sanitation Insurance Inventory Payments Equipment
DreamCatcher Child Development,LLC / DreamCatcher Child Development,LLC	-	4,599	8 Unincorporated	Day Care/Adult Care	Minority	6-15 employees	6-15 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Debt Service Supplies Accounts Payable Insurance
Farmer Construction, LLC / Payroll	-	3,958	4 Incorporated	Other	Minority Non-Minority Woman	16-50 employees	6-15 employees	Working Capital Working Capital Supplies Accounts Payable Enhanced Sanitation Insurance Equipment
Forest Lake Travel, Inc. / Forest Lake Travel, Inc.	-	4,843	6 Incorporated	Retail/Service	Non-Minority Woman	16-50 employees	16-50 employees	Other: payroll, utilities, rent past the 8 week PPP loan
George Fulton Photo Imagery, Inc. / George Fulton Photo Imagery, Inc.	-	3,958	5 Incorporated	Photography	None of the above	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies Accounts Payable Enhanced Sanitation Insurance Equipment Other: Website Rebrand & Marketing
Gibsons Barbershop / Gibson's Barbershop	-	3,705	5 Incorporated	Salon/Barber Shop	Minority Veteran	1-5 employees	Independent	Business Rent/Lease Utilities Supplies Insurance Utilities Payroll Costs Insurance
Jessica Hunt Photography, LLC / Jessica Hunt Photography, LLC	-	4,618	4 Incorporated	Photography	Non-Minority Woman	Independent	Independent	Other: Advertising/Marketing
L A Prescelti dba Crepes et croissants / Crepes et croissants	-	3,967	4 Incorporated	Catering/Restaurant	None of the above	6-15 employees	Independent	Business Rent/Lease Utilities Supplies Utilities Working Capital Payroll Costs Supplies Accounts Payable Enhanced Sanitation Insurance Inventory Payments Equipment
Miller Family Dentistry / Richaland county zoom grants	-	4,491	11 Unincorporated	Professional Services	None of the above	1-5 employees	1-5 employees	Other: computer support

Parlour 818, Inc. / Parlour 818, Inc - Richland County COVID Relief Grant	-	4,807	6 Incorporated	Salon/Barber Shop	None of the above	6-15 employees	1-5 employees	Business Rent/Lease Utilities Accounts Payable Insurance Inventory Payments
Renu Health, LLC / ReNu Health, LLC COVID Relief	-	3,551	6 Incorporated	Other	Minority	1-5 employees	1-5 employees	Business Rent/Lease Utilities Working Capital Payroll Costs Supplies
SLC Hauling and Trucking, Inc. / COVID-19 Pandemic Relief Grant	-	4,211	2 Unincorporated	Other	Minority Service Disabled Veteran	1-5 employees	1-5 employees	Business Rent/Lease Accounts Payable Equipment
Sonny's Sportsplex LLC / COVID-19	-	4,383	7 Unincorporated	Other	Minority Veteran Service Disabled Veteran	6-15 employees	1-5 employees	Utilities Payroll Costs Business Rent/Lease
South Carolina Embroidery LLC / Covid-19 Relief	-	4,491	10 Unincorporated	Retail/Service	Non-Minority Woman	6-15 employees	Independent	Utilities Accounts Payable Enhanced Sanitation Insurance
Southeastern School of Ballet, LLC / Covid-19 Pandemic Relief Grant	-	4,672	7 Unincorporated	Other	None of the above	Independent	Independent	Business Rent/Lease Utilities Payroll Costs
Steven Michaels Salon / Steven Michaels Salon	-	4,735	9 Unincorporated	Salon/Barber Shop	Non-Minority Woman	1-5 employees	1-5 employees	Business Rent/Lease Utilities Enhanced Sanitation
The Law Office of Shannon K. Burnett, Inc. / Law Office of Shannon Burnett, Inc.	-	4,419	2 Unincorporated	Professional Services	Non-Minority Woman	1-5 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Supplies Accounts Payable Insurance
DBL RL LLC (dba Henrys NE) / HenrysNE	-	4,320	9 Unincorporated	Catering/Restaurant	None of the above	16-50 employees	1-5 employees	Business Rent/Lease Utilities Payroll Costs Insurance
Forest Office Plaza, LLC / Forest Office Plaza, LLC	-	2,952	9 Unincorporated	Professional Services	Non-Minority Woman	Independent	Independent	Business Rent/Lease Utilities Insurance
Kiki's Chicken and Waffles LLC / Kiki's Chicken and Waffles	-	4,375	3 Unincorporated	Catering/Restaurant	Minority	16-50 employees	1-5 employees	Business Rent/Lease Utilities
Providence Family Practice / Providence Family Practice	-	3,637	7 Unincorporated	Other	Veteran	6-15 employees	6-15 employees	Business Rent/Lease Supplies
<b>Total</b>	<b>43,844.79</b>	<b>156,155.21</b>						



# COUNTY FUND DISTRIBUTION

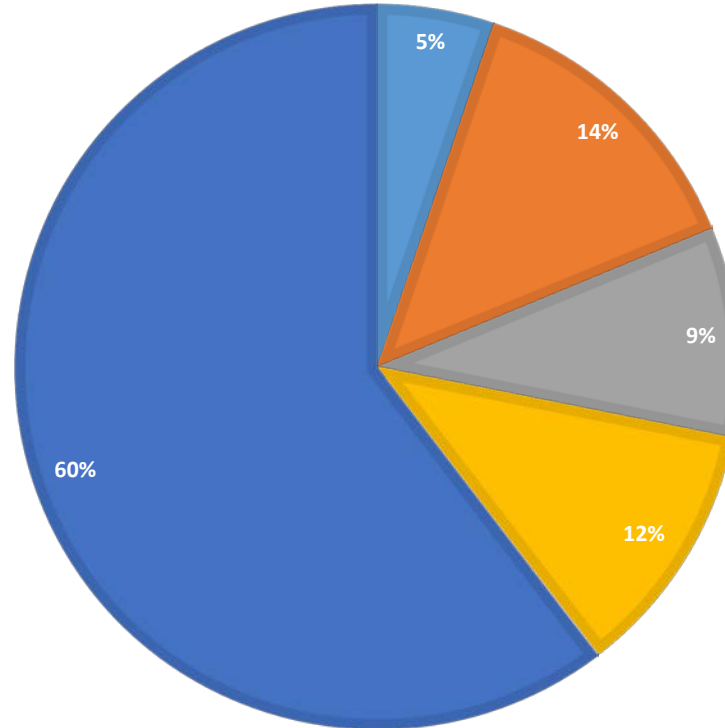
Potential Fund Distribution Based Upon Committee Recommendations

Organization/Project	Total
2HM ENTERPRISE LLC / SPARKLE NAIL SPA	\$ 10,000.00
32 Dental, LLC / COVID19 Relief	\$ 10,000.00
3rd Rock Ultrasound, LLC / 3rd Rock Ultrasound	\$ 10,000.00
AACC(SC), Inc. / AACC(SC), Inc DBA My Gym	\$ 7,400.00
Alis enterprises llc / Alis enterprises llc dba Area 57	\$ 10,000.00
All God's Children Dayacre Center / Covid-19 Aid	\$ 10,000.00
Alston Wilkes Society / Housing & Employment for Homeless Populations	\$ 10,000.00
Coral's Corporation / Coral's Corporation	\$ 10,000.00
Couture Salon LLC / Couture Salon LLC	\$ 7,500.00
Crossings Deli, LLC / Crossings Deli, LLC	\$ 10,000.00
Design Dentistry / Isaiah L Davis	\$ 10,000.00
DOC's Restaurant, LLC / Doc's Barbeque	\$ 10,000.00
EDRUSH Consulting and Development Group LLC / Covid 19 Pandemic Relief Grant payment	\$ 5,000.00
Galleon Enterprises LLC / Galleon Enterprises LLC	\$ 10,000.00
Katherine's Heavenly Cleaning Services / Katherine's Heavenly Cleaning Services LLC	\$ 5,020.00
kdnvollc / la dona nail bar	\$ 10,000.00
Midlands Fatherhood Coalition / COVID Emergency Funding for Basic Needs- A Bridge to Stronger Families	\$ 10,000.00
Midlands Housing Alliance, Inc. / Transitions COVID-19 Response	\$ 10,000.00
Midtown Fellowship / Coronavirus Benevolence Fund	\$ 10,000.00
Montessori Early Learning Center / Montessori Early Early Learning Center	\$ 9,000.00
Operation Veteran Support / Operation Veteran Support	\$ 10,000.00
Palmetto AIDS Life Support Services, Inc. / COVID-19 Response for People Living with HIV	\$ 10,000.00
Palmetto Place Children & Youth Services / Palmetto Place Children & Youth Services	\$ 10,000.00
R6 Enterprise LLC DBA Gold Den / R6 Enterprise LLC DBA Gold Den	\$ 9,924.79
Salon Noir / The Noir Salon	\$ 10,000.00
Sincerely Bagz / COVID-19 pandemic relief grant request	\$ 10,000.00
Sistercare, Inc. / COVID-19 Needs for Low-to-Moderate Income Domestic Violence Survivors and Their Children	\$ 10,000.00
St. Luke's Episcopal Church / Fresh Start Ministry	\$ 3,000.00
Studio Cellar / Studio Cellar	\$ 10,000.00
Sueling Enterprises, Inc DBA French Nails / COVID-19 Pandemic Relief Act	\$ 10,000.00
The Cooperative Ministry / COVID-19 Crisis Relief	\$ 99,500.00
The Grill @ 301 / The Grill @ 301	\$ 10,000.00
The Meeting Place / TMPC District 3 COVID-19 Relief Effort	\$ 10,000.00
The Salvation Army of the Midlands / Salvation Army Covid-19 Relief Programs	\$ 10,000.00
The Woods Canine Resort and Spa LLC. 3510 Kennerly Rd. Irmo, SC 29063 / Covid disaster relief for continuation of business	\$ 10,000.00
LaRoque Originals LCC / LaRoque Originals LCC	\$ 10,000.00
Sugar Coated Waxing and Sugaring LLC / Sugar Coated Wax Re-Opened	\$ 10,000.00
Cavalier's of Columbia / Cavalier's of Columbia	\$ 10,000.00
Central South Carolina Habitat for Humanity / Habitat for Humanity's COVID-19 Response Efforts	\$ 15,000.00
Epworth Children's Home / Epworth Children's Home Covid19 Relief Needs	\$ 12,000.00
Harvest Hope Food Bank / Helping our Neighbors in Need	\$ 10,000.00
Wiley Kennedy Foundation / COVID-19 Pandemic Relief Grant	\$ 9,400.00
James R. Clark Memorial Sickle Cell Foundation / Sickle Cell Patient COVID-19 Resources and Support	\$ 1,100.00
Eyes Over Carolina, PC / Eyes Over Carolina, PC	\$ 10,000.00
MYERS NURSERY & DAYCARE CENTER / MYERS NURSERY & DAYCARE CENTER	\$ 10,000.00
A & S Transportation LLC / A & S Transportation LLC	\$ 3,460.69
Andrew's Jewelry Inc / Andrew's Jewelry	\$ 4,545.52
Brian Dressler Photography, Inc. / Small Business Grant, Richland County	\$ 3,786.46
Brown Investment & Development LLC / Covid 19 Grant	\$ 4,382.96
CARBRA Construction and Design Inc / Richland County COVID-19 Pandemic Relief Grant	\$ 4,662.54
Clarrisa's Kitchen and Catering LLC / COVID-19 Reilef Help	\$ 3,966.74
Corley Lawn & Construction, LLC / Small Business Covid -19	\$ 3,903.48
Cowboy Brazilian Steakhouse / Relief Funds	\$ 4,382.96
DAD N ASSOCIATES LLC / DAD N ASSOCIATES LLC	\$ 4,689.74
DDI LLC / Richland Co COVID19 Relief Grant	\$ 4,708.09
Diversified Training Consultants / COVID19 Pandemic Relief	\$ 4,472.78
Drake Imaging / Drake Imaging	\$ 4,499.98
DreamCatcher Child Development,LLC / DreamCatcher Child Development,LLC	\$ 4,599.29
Farmer Construction, LLC / Payroll	\$ 3,957.88
Forest Lake Travel, Inc. / Forest Lake Travel, Inc.	\$ 4,843.45
George Fulton Photo Imagery, Inc. / George Fulton Photo Imagery, Inc.	\$ 3,957.88
Gibsons Barbershop / Gibson's Barbershop	\$ 3,704.86
Jessica Hunt Photography, LLC / Jessica Hunt Photography, LLC	\$ 4,617.63
L A Prescelti dba Crepes et croissants / Crepes et croissants	\$ 3,966.74
Miller Family Dentistry / Richaland county zoom grants	\$ 4,491.12
Parlour 818, Inc. / Parlour 818, Inc - Richland County COVID Relief Grant	\$ 4,807.40
Renu Health, LLC / ReNu Health, LLC COVID Relief	\$ 3,551.15
SLC Hauling and Trucking, Inc. / COVID-19 Pandemic Relief Grant	\$ 4,210.90
Sonny's Sportsplex LLC / COVID-19	\$ 4,382.96
South Carolina Embroidery LLC / Covid-19 Relief	\$ 4,491.12
Southeastern School of Ballet, LLC / Covid-19 Pandemic Relief Grant	\$ 4,672.03
Steven Michaels Salon / Steven Michaels Salon	\$ 4,735.50
The Law Office of Shannon K. Burnett, Inc. / Law Office of Shannon Burnett, Inc.	\$ 4,419.01
DBL RL LLC (dba Henrys NE) / HenrysNE	\$ 4,319.70
Forest Office Plaza, LLC / Forest Office Plaza, LLC	\$ 2,952.12
Kiki's Chicken and Waffles LLC / Kiki's Chicken and Waffles	\$ 4,375.36
Providence Family Practice / Providence Family Practice	\$ 3,637.18

# NON PROFIT FUND DISTRIBUTION

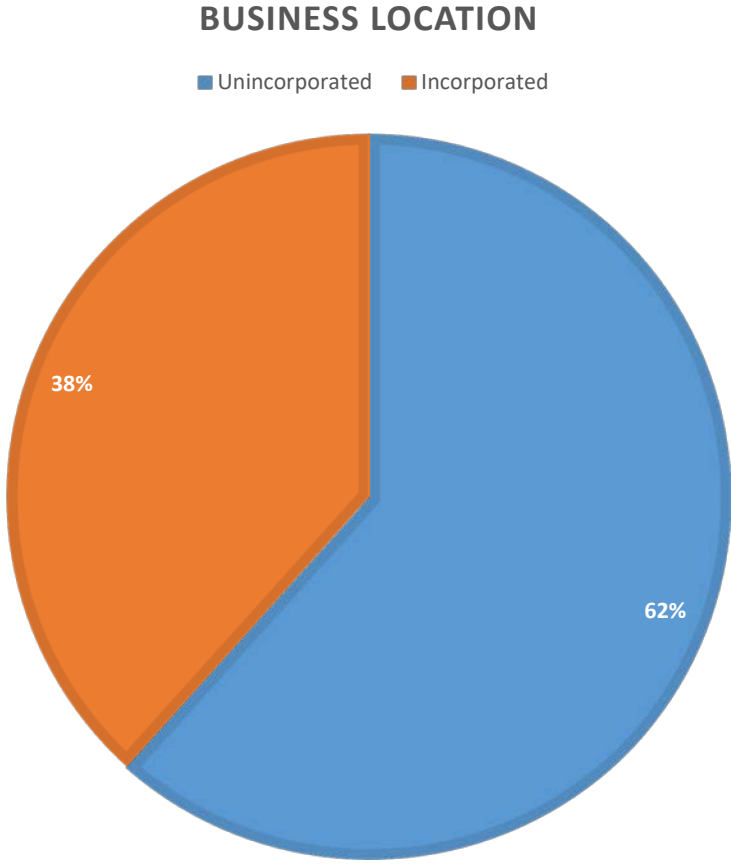
POPULATIONS TO BE SERVED

■ Healthcare workers ■ Individuals experiencing homelessness ■ Part-time/seasonal workers (including hospitality/service industry workers) ■ Senior Citizens ■ Other



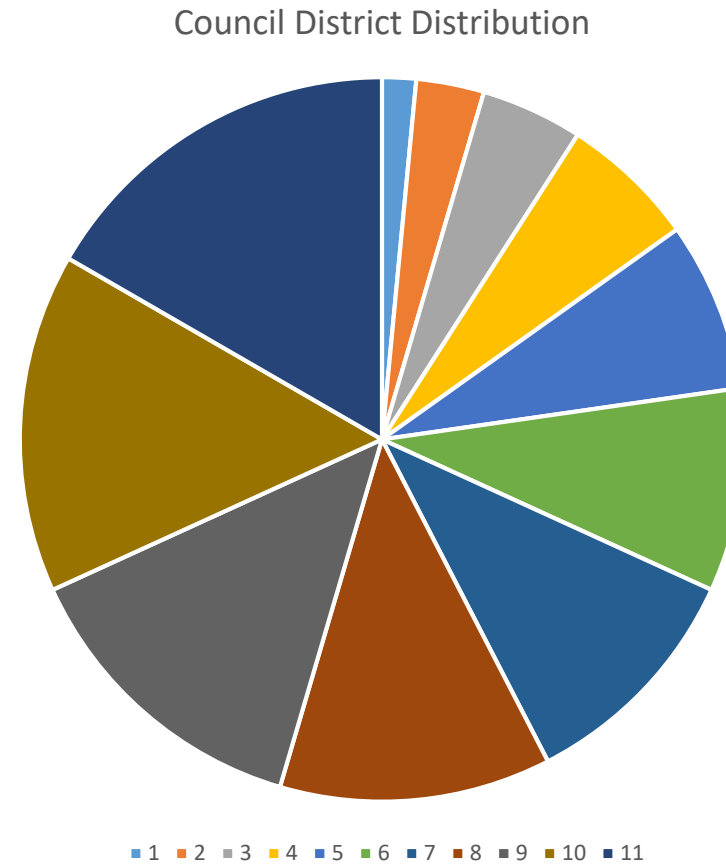
# SMALL BUSINESS FUND DISTRIBUTION

Incorporation	Percentage
Unincorporated	62%
Incorporated	38%



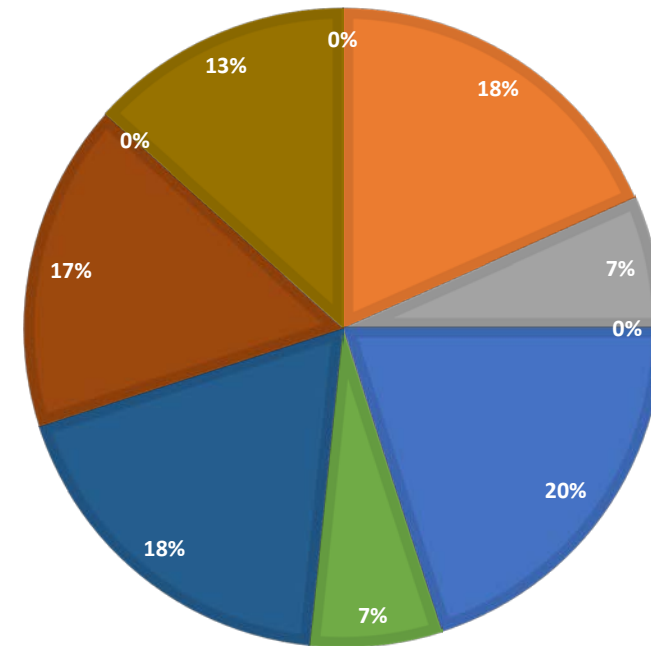
# SMALL BUSINESS FUND DISTRIBUTION

Council District	Percentage
1	3%
2	5%
3	10%
4	18%
5	10%
6	5%
7	12%
8	7%
9	15%
10	10%
11	5%



# SMALL BUSINESS FUND DISTRIBUTION

Business Type	Percentage
Bakery/Coffee Shop	0%
Catering/Restaurant	18%
Day Care/Adult Care	7%
Landscaping	0%
Other	20%
Photography	7%
Professional Services	18%
Retail/Service	17%
Sales	0%
Salon/Barber Shop	13%



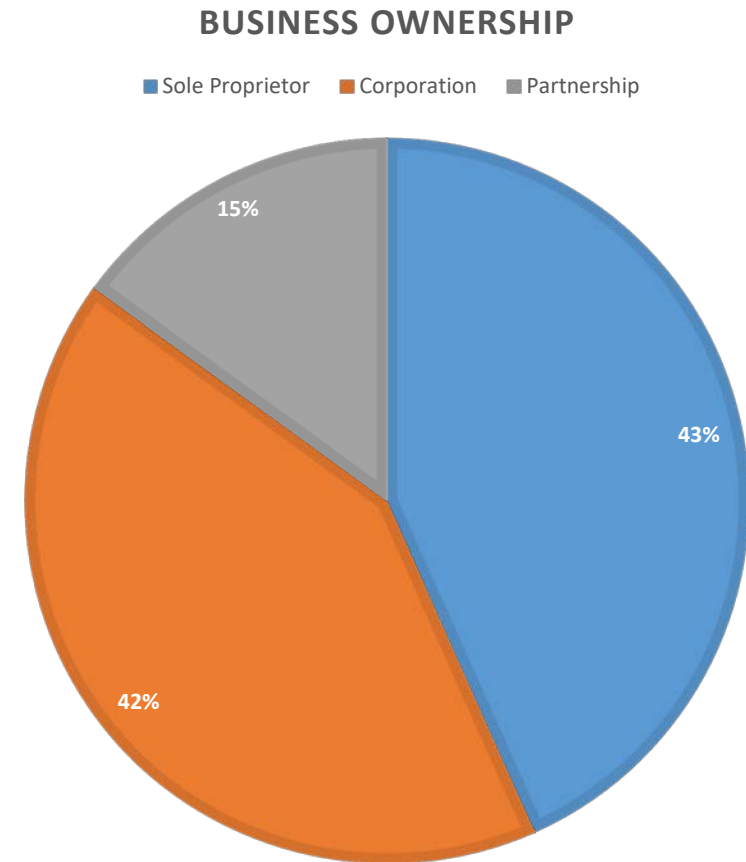
# SMALL BUSINESS FUND DISTRIBUTION

Association	Percentage
Minority	40.0%
Minority / Non-Minority Woman	3.3%
Minority / Service Disabled Veteran	3.3%
Minority/ Veteran	1.7%
Minority/ Veteran/ Service Disabled Veteran	3.3%
None of the above	30.0%
Non-Minority Woman	13.3%
Non-Minority Woman / Veteran	1.7%
Service Disabled Veteran	0.0%
Veteran	1.7%
Veteran / Service Disabled Veteran	0.0%



# SMALL BUSINESS FUND DISTRIBUTION

Type of Business	Percentage
Sole Proprietor	43%
Corporation	42%
Partnership	15%





# PARTNER FUNDING

United Way; Central Carolina Community Foundation; City of Columbia

# UNITED WAY

- COVID-19 Response Fund
  - Funds distributed to Community Impact Partners
- Areas of Focus
  - Basic needs including food, shelter, rent/utility assistance, and hotel vouchers due to lost wages related to COVID-19



# CENTRAL CAROLINA COMMUNITY FOUNDATION

- Midlands Community Response Fund established in March 2020
  - Support nonprofits in their 11-county region
  - Organizations may request up to \$10,000
- Areas of Focus
  - Senior citizens
  - Residents without health insurance and/or access to paid sick leave
  - Part-time and/or seasonal workers (including hospitality and service industry workers)
  - Individuals experiencing homelessness
  - Residents with limited English language proficiency
  - Healthcare workers



# CITY OF COLUMBIA

- Resilient Columbia: Economic Sustainability Plan
  - Forgivable loans offering short-term financial relief to small businesses, located within the corporate limits of Columbia
- To-date
  - Issued 323 awards – totaling \$1.4 million
  - More than \$410,000 toward maintaining rent or lease payments, as well as meeting payroll



# CITY OF COLUMBIA CONTINUED

- Funds Distributed by Business Type
  - 14.9% (48) restaurants
  - 17% (55) salons/barber shops
  - 12.1% (39) professional services
  - 13.3% (43) retail
  - 2.5% (8) construction companies
  - Other types of businesses awarded the sustainability loans are cleaning services, catering firms, daycares, event rentals, gyms, consulting agencies, photography studios & technology companies.
- Funds Distributed by Years in Operation
  - 1-2 years – 15.2% (49)
  - 3-5 years – 21.4% (69)
  - 6-10 years – 18.9% (61)
  - More than 10 years – 44.6% (144)
- Funds Distributed by Association:
  - N/A & N/A Veterans – 43.3% (140)
  - Minority & Minority Veterans – 37.5% (121)
  - Non-minority women – 19.2% (62)



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION RECOGNIZING JUNE AS LGBTQ PRIDE MONTH IN RICHLAND  
COUNTY**

WHEREAS, Richland County has a diverse Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) community and is committed to supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of the residents, students, city employees, and business owners within Richland County who contribute to the enrichment of our County are a part of the lesbian, gay, bisexual, transgender, queer, and questioning community; and

WHEREAS, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, queer, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for places like Richland County to stand up and show support for our residents who are affected; and

WHEREAS, several cities across the United States, as well as the US Congress recognize and celebrate June as LGBTQ Pride Month; and

WHEREAS, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender,, queer, and supporters come together in various celebrations of pride; and

**NOW, THEREFORE, BE IT RESOLVED** that the Richland County Council does hereby declare the month of June as LGBTQ Pride month in Richland County, and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding.

**ADOPTED THIS** \_\_\_ day of June, 2020.

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Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Deputy Clerk of Council