



Richland County Council

Regular Session June 07, 2016 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Torrey Rush

Invocation

- 2** The Honorable Bill Malinowski

Pledge of Allegiance

- 3** The Honorable Bill Malinowski

Presentation of Proclamation

- 4** a. Employee Safety Week Proclamation [RUSH]

Approval of Minutes

- 5** Regular Session: May 17, 2016 [PAGES 7-17]
- 6** Special Called Meeting: May 24, 2016 [PAGES 18-20]
- 7** Zoning Public Hearing: May 24, 2016 [PAGES 21-24]

Adoption of Agenda

- 8**

Report of the Attorney for Executive Session Items

- 9** a. Department of Revenue Update



Richland County Council

b. Pinewood Lake

Citizen's Input

10 For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

11

Report of the Clerk of Council

12 a. REMINDER: June 9th - 3rd Reading of Budget, 6:00 p.m.

Report of the Chair

13 a. Personnel Matter

b. Economic Development: China Jushi

Open/Close Public Hearings

14 Authorizing the conversion of a 1996 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto

Approval of Consent Items

15 An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Other Transmitting Towers; Subparagraph (c); Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels [THIRD READING] [PAGES 25-27]

16 16-13MA
George H. Reed, Jr.
RS-MD to RU (3.21 Acres)
2127 Long Trail Drive
24800-06-67 [SECOND READING] [PAGES 28-29]



Richland County Council

- 17** 16-16MA
Wanda Morris
RU to GC (0.45 Acres)
413 Killian Rd.
17400-02-08 [SECOND READING] [PAGES 30-31]
- 18** An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to modify the special requirements for "Bars and Other Drinking Places" [SECOND READING] [PAGES 32-35]
- 19** Council Motion to Approve Homeowner Associations Pursing the Creation of Special Tax Districts [PAGES 36-38]
- 20** Removal of Lien off of Property [PAGES 39-46]
- 21** Emergency Services Department – Fire Skid Units Purchase [PAGES 47-51]
- 22** Extension of the Fuelman Fleet Fuel Purchase Card Contract [PAGES 52-60]

Third Reading Items

- 23** Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto [PAGES 61-91]

Report of Administration & Finance Committee

- 24** Magistrates: Authorization of Purchase for 144 O'Neil Ct. [PAGES 92-97]
- 25** Lower Richland Sanitary Sewer Service Project Land Acquisition/Purchase [EXECUTIVE SESSION] [PAGE 98]

Report of Rules & Appointments Committee

Notification of Vacancies

- 26**
 - a. Accommodations Tax - 3 (One applicant must have a background in the Cultural Industry; other two applicants must have a background in the Lodging Industry)
 - b. Community Relations Council - 2



Richland County Council

- c. Hospitality Tax - 4 (Two (2) applicants must be from the Restaurant Industry; other two (2) positions are at-large seats)
- d. Internal Audit Committee - 1 (Applicant must be a CPA)
- e. Employee Grievance Committee - 1
- f. Board of Assessment Appeals - 1
- g. Business Service Center Appeals Board - 2 (Applicants must have a background in Business)

Notification of Appointments

- 27 Community Relations Council - 3 [PAGES 99-101]
 - a. Gardner L. Johnson

Items for Action from Rules and Appointments

- 28
 - a. All motions must be posted a minimum of 24 hours before a scheduled Council meeting. Note: When Council made this change it was to eliminate any surprise or intent of secrecy. It eliminated Chairs of committees adding motions to an agenda before the meeting without notice. The change was for all motions not some. [JACKSON]
 - b. Based on Richland County guideline and grievance procedure I move that after all grievance committee hearings are held within the required timeline that the Administrator update and notify Council at the next available Council meeting. This also include any notices of lawsuits or legal matters. Note: Recently Council was notified of a ruling more than one year later. If there is a timeline for the employee, the chair of the grievance committee and the committee then there must be a timeline to notify Council. [JACKSON and MALINOWSKI] [PAGES 101-105]

Report of the Blue Ribbon Committee

- 29
 - a. Grant Funding Update [FOR INFORMATION]
 - b. Adoption of the Project Category Priorities for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Funding [ACTION] [PAGES 106-119]



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Report of the Decker Center Ad Hoc Committee

- 30** a. Personnel Request
- b. Vehicle and Small Capital Request

Report of the Office of Small Business Opportunity Ad Hoc Committee

- 31** a. Sheltered Market Contract Cap (\$250k - \$500k) [FIRST READING]
[PAGES 120-122]
- b. County Annual Asphalt/Concrete Contracts
- c. SLBE Goals - Extend Countywide July 1, 2016
- d. On-Call Maintenance Contracts for Public Works

Report of the Dirt Road Ad Hoc Committee

- 32** a. Update on Dirt Road Management Contract [PAGES 123-151]

Report of Health Insurance Ad Hoc Committee

- 33** a. FY 17 Health Insurance Recommendation [PAGES 152-153]

Citizen's Input

- 34** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

Adjournment



Richland County Council



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

SOUTH CAROLINA

REGULAR SESSION MEETING

May 17, 2016
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:02 PM

INVOCATION

The Invocation was led by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

APPROVAL OF MINUTES

Regular Session: May 3, 2016 – Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Smith stated a “DOR Update” needed to be added under the Report of the Attorney for Executive Session.

Ms. Dickerson moved, seconded by Mr. Pearce, to adopt the agenda as amended. The vote in favor was unanimous.

PRESENTATION

Lower Richland STEM Program Update – Ms. Meghan Hickman gave a brief update on the Lower Richland STEM Program. Dr. Craig Witherspoon, District One Superintendent; Commissioner Cheryl Harris, District One School Board Chair; a student from Lower Richland High School and a student from Southeast Middle School also provided remarks regarding the success of the program.



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose

Others Present:

Tony McDonald
Kimberly Roberts
Daniel Driggers
Kevin Bronson
Larry Smith
Brandon Madden
Quinton Epps
Beverly Harris
Warren Harley
Rob Perry
Ismail Ozbek
Roxanne Ancheta
Jeff Ruble
Donny Phipps
Michelle Onley
Tamara Rodriguez
Kecia Lara
Brittney Hoyle
Samuel Selph
Donald Woodward
Michael Smith
Bill Peters

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Mr. Smith stated the following items were potential Executive Session Items:

- a. **Contractual Matters: Solid Waste Services (2)**
- b. **Department of Revenue Update**
- c. **Personnel Matter**
- d. **Item 16 – “Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters”**
- e. **Items 18(a) – “A Resolution Authorizing the execution and delivery of a Memorandum of Understanding by and among Richland County, South Carolina, the State of South Carolina, and a company known as Project Giant and other matters related thereto”**
- f. **Item 18(b) – “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLC, and other related matters”**

POINT OF PERSONAL PRIVILEGE – Mr. Manning recognized Forest Acres Mayor Frank Bronson, Forest Acres Councilmen Roy Powell and Curt Rye, and City Manager Mark Williams were in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized former Lt. Governor Bob Peeler was in the audience.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:14 p.m.
and came out at approximately 7:00 p.m.*

No action was taken on the items discussed in Executive Session.

CITIZENS' INPUT (For Items on the Agenda Not Requiring a Public Hearing)

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Recognition of Employees** – Mr. McDonald congratulated Ms. Kecia Lara on being awarded the Building Official’s Association of South Carolina’s “Member of the Year”. In addition, Mr. Mike Smith received “Building Official of the Year” from the same organization.

Mr. McDonald congratulated Fleet Services on being named to the North American Fleet Association’s Top 100 Public Sector Fleets. Richland County’s fleet was 65th in the nation.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Public Works Luncheon, May 18th, 11:30 AM** – Ms. Onley reminded Council of the Public Works Luncheon at the Public Works facility.
- b. **REMINDER: Charters of Freedom Dedication Ceremony, May 26th, 2:00 PM (In front of Administration Building)** – Ms. reminded Council of the upcoming Charters of Freedom Dedication Ceremony on May 26th. In case of inclement weather, the dedication will be moved into Chambers.
- c. **REMINDER: Upcoming Budget Meetings** – Ms. Onley reminded Council of the upcoming budget meetings and informed Council there was an additional Budget Work Session added on May 24th at 4:00 p.m.
 - 1. **May 19th – Budget Public Hearing**
 - 2. **May 26th – 2nd Reading [Grants Only]**
 - 3. **June 2nd – 2nd Reading [Non-Grant Items]**
 - 4. **May 24th – Follow-up Budget Work Session**

REPORT OF THE CHAIR

- a. **Report of the Search Committee** – This item was held in committee.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [THIRD READING]**

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Mr. Malinowski moved, seconded by Ms. Dixon, to approve the consent item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Manning	

The vote in favor was unanimous.

THIRD READING

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat – Mr. Pearce moved, seconded by Ms. Dixon, to approve this item.

Mr. Malinowski inquired if it is the Election Commission’s job to run elections for Richland County.

Mr. McDonald responded in the affirmative.

Mr. Malinowski inquired why the cost for running the upcoming special election is included in the cost estimate since Richland County is not an “other entity”.

Mr. McDonald stated Mr. Malinowski had a valid point and asked Mr. Selph to respond in more detail.

Mr. Selph agreed the cost should not be included in the costs for the special election.

Mr. Malinowski inquired why a temp service is utilized.

Mr. Selph stated that is the term used, but it is actually temporary employees that work approximately 20 days during an upcoming election.

Mr. Malinowski inquired why the number of employees remained the same even though one of the polling sites was combined with another polling site.

Mr. Selph stated according to State law the number of poll managers assigned to a polling site is based upon the number of registered votes for that site.

Mr. Malinowski inquired why the Poll Manager’s Assistant has to be 16 or 17 years of age.

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Mr. Selph stated the “job description” states one 16 or 17 year-old assistant *may* be appointed...but there are presently no 16 or 17 year-old poll manager’s assistants.

Mr. Selph stated to run the primary (May 31st) the Elections Department will need approximately \$34,640.44. In the event there is a run-off, an additional \$29,210.00 will be needed.

Ms. Dickerson inquired if the funds are not needed for the run-off will the funding go back into the General Fund.

Mr. Selph stated the \$29,210.00 will go back into the General Fund if a run-off is not held.

Mr. Pearce inquired as to why the ordinance was not drafted in that manner to insure the funds are returned to the General Fund.

Mr. Pearce amended the original motion to have the ordinance to specify the funds for the primary election (\$34,640.44), and if necessary, the run-off election (\$29,210.00), not to exceed a total of \$62,751.00.

Mr. Livingston moved, seconded by Mr. Pearce, to call for the question. The vote in favor was unanimous.

<u>FOR</u>	<u>AGAINST</u>
Rose	Malinowski
Dixon	Manning
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Dixon, to reconsider this item. The motion failed.

SECOND READING

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$1,528,000.00 of unassigned fund balance to cover additional operating costs for General Fund departments – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

Mr. Pearce inquired as to what will happen if this item is not approved. Would it violate the law?

Mr. McDonald stated the County would not be in violation of the law. The General Fund cannot end the fiscal year end in a deficit, but if these items are not approved they would not cause the General Fund to run a deficit. At the end of the fiscal year when the audit is conducted, it will show that the Coroner’s Office, the Detention Center and Council Services over spent their budget.

Ms. Dickerson stated she would support this item on Second Reading, but to have staff to research other funding mechanisms prior to Third Reading.

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Regular Session Meeting
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Mr. McDonald stated no matter how the matter is dealt with it will ultimately affect the fund balance.

Mr. Manning moved, seconded by Mr. Malinowski, to divide the question into three (3) parts.

Mr. Malinowski stated the bond court revision caused a portion of the shortfall at the Detention Center.

Mr. McDonald stated the bond court revision was a pilot program that ultimately did not produce the savings anticipated when the program was implemented.

Mr. Malinowski inquired if there was an entity in Richland County that could assist with conducting polygraph tests for new hires at the Detention Center.

Mr. McDonald stated he was not sure, but he would imagine the Sheriff's Department does conduct polygraphs.

Mr. Malinowski inquired about the Council Services budget for District 10.

Mr. Driggers stated the Director of Council Services makes the decision on whether transfers in budgets are necessary and during this fiscal year funds were transferred to District 10's budget.

Mr. Livingston inquired if there were funds within the department budgets that could be re-appropriated to cover the shortfalls.

Mr. McDonald stated the overall budgets of the departments were taken into consideration when Finance projected the budget shortfalls.

The motion to divide the question failed.

<u>FOR</u>	<u>AGAINST</u>
Dixon	Rose
Jackson	Malinowski
Rush	Pearce
Dickerson	Livingston
	Manning

The motion for approval failed.

Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item.

Mr. Manning requested a friendly amendment to include moving forward with the changes discussed in Executive Session. He stated as a citizen of Forest Acres, I am proud to support the town's effort to redevelop the former Cardinal Newman site on Forest Drive.

Mr. Pearce and Mr. Malinowski accepted the amendment.

The vote was in favor.

Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto – Ms. Dixon moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

A Resolution Authorizing the execution and delivery of a Memorandum of Understanding by and among Richland County, South Carolina, the State of South Carolina, and a company known as Project Giant and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus – Communities – Columbia, LL, and other related matters – Mr. Livingston stated the committee recommended First Reading by Title Only.

<u>FOR</u>	<u>AGAINST</u>
Rush	Rose
Livingston	Malinowski
Manning	Dixon
	Jackson
	Pearce
	Dickerson

The motion for approval failed.

RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Township Auditorium Board – 1** – Mr. Malinowski stated the committee recommended appointing Mr. Antjuan Orlando Seawright.

Mr. Rose requested to nominate Ms. Ray Borders Gray.

Mr. Pearce requested to nominate Jack M. Mills.

Mr. Pearce voted for Mr. Mills.

Mr. Rose voted for Ms. Gray.

Mr. Malinowski, Mr. Jackson, Mr. Livingston, Ms. Dickerson, Mr. Manning voted for Mr. Seawright.

Mr. Antjuan Orlando Seawright was appointed to the Township Auditorium Board.

II. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS

- a. All motions must be posted a minimum of 24 hours before a scheduled Council meeting. Note: When Council made this change it was to eliminate any surprise or intent of secrecy. It eliminated Chairs of committees adding motions to an agenda before the meeting without notice. The change was for all motions not some [JACKSON] – This item was held in committee.**
- b. Based on Richland County guideline and grievance procedure I move that after all grievance committee hearings are held within the required timeline that the Administrator update and notify Council at the next available Council meeting. This also includes any notices of lawsuits of legal matters. Note: Recently Council was notified of a ruling more than one year later. If there is a timeline for the employee, the chair of the grievance committee and the committee then there must be a timeline to notify Council [JACKSON] – This item was held in committee.**

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Atlas Road Widening Project – Norfolk Southern R. R. agreement – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- b. Atlas Road Widening Project – CSXT R. R. agreement – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- c. Bluff Road Widening Project – Tri-Party R. R. agreement – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- d. Three Rivers Greenway Project – IGA with the City of Columbia – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- e. Pineview Road Widening Project – Executive Summary and Proposed Typical Sections – Mr. Livingston stated the committee recommended approval of this item.**

Mr. Jackson expressed concern about the two-way center turn lane being removed from Bluff Road to Shop Road.

The vote in favor was unanimous.

- f. Shop Road Widening Project – Executive Summary and Proposed Typical Sections – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- g. Shop Road Extension Phase I Project – Contract modification with CDM Smith – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.**
- h. Time sensitive projects due to federal funding – North Main Street Widening Project – Mr. Livingston stated the committee recommended approval of this item.**

Ms. Dickerson inquired about the match funding for this project.

Mr. Perry stated in order to receive the \$10 million TIGER Grant, you would need a \$2 million match. The overall project is \$45 million.

The vote in favor was unanimous.

- i. Mill Creek Mitigation Bank [FOR INFORMATION ONLY]** – No action required.
- j. Resurfacing Projects [FOR INFORMATION ONLY]** – No action required.
- k. TPAC: Roles and Responsibility [FOR INFORMATION ONLY]** – Mr. Livingston stated staff was directed to draft a job description for a part-time position to assist the TPAC Committee.
- l. Motion by Councilman Jackson: “I move that in order to promote fairness in the Penny Tax program that Richland County approve another On-Call team in an attempt to promote diversity and be true to the referendum” [FOR INFORMATION ONLY]** – No action required.

**CITIZENS’ INPUT
(Must Pertain to Items Not on the Agenda)**

Mr. Toney Forrester continued his “story” from the previous Council meeting.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:09 p.m.
and came out at approximately 8:35 p.m.*

a. Contractual Matters: Solid Waste Services – 2

- 1. Mr. Malinowski moved, seconded by Ms. Dixon, to authorize staff to submit a letter of objection to the South Carolina Department of Health and Environmental Control for the contemplated draft permit which requests a disposal rate increase at the Waste Management Richland County Class 3 Landfill at the intersection of Highway Church Road and Screaming Eagle Road for an additional annual tonnage increase of 150,000 tons on the grounds that this increase exceeds the annual cap of one million tons of needed disposal as adopted in the Richland County Solid Waste Management Plan. The vote in favor was unanimous.
- 2. Mr. Pearce moved, seconded by Ms. Dixon, to (a) Issue a notice to Advanced Disposal for the cancellation of the Area 6 contract, effective December 31, 2016; (b) Issue a notice to Advanced Disposal that Richland County intends to let the Area 3 contract expire on December 31, 2016; and (3) Issue a Request for Proposals for Solid Waste Services for Area 3 and Area 6 contracts, independently. The vote in favor was unanimous.

MOTION PERIOD

- a. **Move that Council adopt rental regulations ordinance in Richland County [DICKERSON, JACKSON and ROSE]** – This item was referred to the D&S Committee.
- b. **Direct the County Administrator to prepare a comprehensive document suitable for release to the public detailing the impact of SCDOR’s action to withhold funds collected from the Transportation Penny [PEARCE]** – This item was referred to the County Administrator.
- c. **Direct the County Administrator to prepare a comprehensive document suitable for release to the public detailing the financial impact to the citizens of Richland County if the County is required to pay for portions of the Transportation Program from the County’s General Fund as demanded by the SCDOR [PEARCE]** – This item was referred to the County Administrator
- d. **Move that Council send a resolution to the Legislative Delegation that: whenever there is annexation the County continues to receive the Hospitality Tax for the annexed portion of the County. Property tax remains to the County and so should Hospitality Tax to sustain organizations and projects developed by the County** – Mr. Manning moved, seconded by Mr. Jackson, to adopt the resolution. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:38 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

**Richland County Council
Regular Session Meeting
Tuesday, May 17, 2016
Page Eleven**

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING

May 24, 2016
5:45 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 5:47 PM

Mr. Smith requested to add a resolution requesting the Municipal Association's participation in SCDOR legal action.

Mr. Manning moved, seconded by Ms. Dickerson, to add the resolution to the agenda. The vote was in favor.

A Resolution Requesting the Assistance of the South Carolina Association of Counties in the case of Richland County v. SCDOR, and Richard Reames, III, in his official capacity of its Director (2016-CP-40-3102)

Mr. Pearce moved, seconded by Ms. Dickson, to approve the resolution.

Mr. Malinowski stated there were some minor revisions to the resolution that need to be made. He is to meet with Legal to discuss the recommended changes.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	Rose
Dixon	
Jackson	
Pearce	
Rush	
Dickerson	
Manning	
Jeter	

The vote was in favor.

A Resolution Requesting the Assistance of the Municipal Association of South Carolina in the case of Richland County v. SCDOR, and Richard Reames, III, in his official capacity of its Director (2016-CP-40-3102)

Mr. Pearce moved, seconded by Mr. Malinowski, to approve the resolution.



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Bill Malinowski
Jim Manning
Seth Rose

Others Present:

Tony McDonald
Warren Harley
Kimberly Roberts
Daniel Driggers
Kevin Bronson
Larry Smith
Brandon Madden
Michelle Onley
Roxanne Ancheta
Chad Fosnight
Dwight Hanna
Rob Perry
Quinton Epps

**Richland County Council
Special Called Meeting
Tuesday, May 24, 2016
Page Two**

FOR

Malinowski
Dixon
Jackson
Pearce
Rush
Dickerson
Manning
Jeter

AGAINST

Rose

ADJOURNMENT

The meeting adjourned at approximately 5:52 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Vacant

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

May 24, 2016
7:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:02 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated there were not additions/deletions to the agenda.

ADOPTION OF THE AGENDA

Mr. Pearce moved, seconded by Ms. Dixon, to adopt the agenda as published. The vote in favor was unanimous.

MAP AMENDMENTS

16-13MA, George H. Reed, Jr., RS-MD to RU (3.21 Acres), 2127 Long Trail Dr., 24800-06-67 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

The applicant did not speak at this time.

The floor to the public hearing was closed.

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

The vote in favor was unanimous.

16-14MA, Harold Johnson, RM-HD to OI (2.13 Acres), 3800 Elberta St., 06105-01-15 [FIRST READING] – Ms. Dickerson moved, seconded by Ms. Dixon, to defer the public hearing, as well as, the item until the June Zoning Public Hearing. The vote in favor was unanimous.

16-16MA, Wanda Morris, RU to GC (0.45 Acres), 413 Killian Rd., 17400-02-08 [FIRST READING]

Mr. Rush opened the floor to the public hearing.



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Bill Malinowski
Jim Manning

Others Present:

Warren Harley
Kimberly Roberts
Tracy Hegler
Michelle Onley
Tommy DeLage
Geo Price
Larry Smith

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

16-17MA, Derrick J. Harris, Sr., RU to OI (1.83 Acres), 7708 Fairfield Rd., 12000-02-22 [FIRST READING] –

Mr. Rush moved, seconded by Ms. Dixon, to defer the public hearing, as well as, the item until the June Zoning Public Hearing. The vote in favor was unanimous.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to clarify “Minimum Lot Area/Maximum Density” requirements in various zoning districts [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Samuel Brick and Mr. Bernie Randolph spoke in opposition of this item.

The floor to the public hearing was closed.

Ms. Dickerson moved for approval based on staff’s recommendation.

The motion died for lack of a second.

Mr. Malinowski moved, seconded by Mr. Pearce, to deny this item and review the “Open Space Ordinance”.

Mr. Pearce requested staff to explain the reason for the requested changes.

Mr. Price gave a brief overview of the conflicting language regarding the existing “minimum lot area/maximum density” requirements and the “Open Space Ordinance”.

Mr. Jackson expressed concern with the “Open Space Ordinance” and the allowable lot sizes.

Mr. Malinowski stated the Ordinance Review Ad Hoc Committee has been discussing the “parking ordinance” for some time now because houses are built on top of each other and there is no room for parking.

The vote in favor was unanimous to deny this item and review the “Open Space Ordinance”.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to amend the setback requirements for towers abutting residentially zoned parcels [SECOND READING]

Mr. Rush opened the floor to the public hearing.

Mr. James LaPann chose to not speak at this time.

**Richland County Council
Zoning Public Hearing
Tuesday, May 24, 2016
Page Three**

The floor to the public hearing was closed.

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

Mr. Price stated staff proposed the following changes to the ordinance:

- ...shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; ~~whichever is less~~
- Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of, and/or maintenance **or collapse** of...

The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to establish special requirements for restaurants

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Price requested to remove the following language from the ordinance:

- (k) The use of metal detection wands, frisking, and identification checks on patrons is prohibited.

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

Mr. Malinowski expressed concern with the following language and requested that it be removed from the ordinance: "If such establishment advertises, a substantial portion of its advertising must be devoted to its food services."

Mr. Jackson stated if they are truly a restaurant they should not have a problem advertising for food services.

Mr. Manning, Ms. Dickerson and Mr. Jackson requested that the language outlined by Mr. Malinowski be better defined prior to Second Reading of this item.

Mr. Malinowski made a substitute motion, seconded by Mr. Pearce, to refer this item to the Ordinance Review Ad Hoc Committee. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to amend the special requirements for bars and other drinking places [FIRST READING]

**Richland County Council
Zoning Public Hearing
Tuesday, May 24, 2016
Page Four**

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

Mr. Malinowski made a friendly amendment to remove the following language: "Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place".

Mr. Jackson accepted the amendment.

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:49 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Other Transmitting Towers; Subparagraph (c); Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels

FIRST READING:	May 3, 2016
SECOND READING:	May 24, 2016
THIRD READING:	June 7, 2016 {Tentative}
PUBLIC HEARING:	May 24, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-152, SPECIAL EXCEPTIONS; SUBSECTION (d), STANDARDS; PARAGRAPH (22), RADIO, TELEVISION AND OTHER TRANSMITTING TOWERS; SUBPARAGRAPH c.; CLAUSE 1; SO AS TO AMEND THE SETBACK REQUIREMENTS FOR TOWERS ABUTTING RESIDENTIALLY ZONED PARCELS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television And Other Transmitting Towers; Subparagraph c.; Clause 1; is hereby amended to read as follows:

1. Communication towers abutting a residentially zoned parcel ~~shall have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; whichever is less. Fall zones shall be certified in the form of a letter from an engineer, licensed by the State of South Carolina, that includes the engineer's original signature and seal. The fall zone shall not encroach onto structures on any property; nor shall the fall zone encroach onto adjacent properties, unless the owner of the adjacent property signs a waiver. The waiver shall be in a recordable waiver document and shall indemnify and hold the county harmless. In no case shall the fall zone encroach into a public right-of-way. Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of, maintenance of, and/or collapse of the communication tower and antenna, including the removal of said communication tower and antenna,~~

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 _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 19, 2016 (tentative)
Public Hearing: May 24, 2016 (tentative)
Second Reading: May 24, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-13MA
George H. Reed, Jr.
RS-MD to RU (3.21 Acres)
2127 Long Trail Drive
24800-06-67

FIRST READING: May 24, 2016
SECOND READING: June 7, 2016 {Tentative}
THIRD READING: June 21, 2016 {Tentative}
PUBLIC HEARING: May 24, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

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 # 24800-06-67 FROM RS-MD (RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT) TO RU (RURAL DISTRICT); 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 # 24800-06-67 from RS-MD (Residential Single-family Medium Density) zoning to RU (Rural District) zoning.

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 _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: May 24, 2016
First Reading: May 24, 2016
Second Reading: June 7, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-16MA
Wanda Morris
RU to GC (0.45 Acres)
413 Killian Rd.
17400-02-08

FIRST READING: May 24, 2016
SECOND READING: June 7, 2016 {Tentative}
THIRD READING: June 21, 2016 {Tentative}
PUBLIC HEARING: May 24, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-16HR

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 # 17400-02-08 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); 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 # 17400-02-08 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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 _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: May 24, 2016
First Reading: May 24, 2016
Second Reading: June 7, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to modify the special requirements for "Bars and Other Drinking Places"

FIRST READING:	May 24, 2016
SECOND READING:	June 7, 2016 {Tentative}
THIRD READING:	June 21, 2016 {Tentative}
PUBLIC HEARING:	May 24, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO MODIFY THE SPECIAL REQUIREMENTS FOR “BARS AND OTHER DRINKING PLACES”.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (8) Bars and other drinking places; is hereby amended to read as follows:

- (8) *Bars and other drinking places.*
 - a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
 - b. Lots used for drinking places ~~shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and~~ shall be no closer than six hundred (600) feet to any lot which contains a school (public or private), and shall be no closer than six hundred (600) feet to any lot which contains a place of worship. However, if the place of worship is located in a GC, M-1, or LI zoning district and is located in a mixed-use shopping center, a mall, or an industrial park, the setback does not apply, unless the place of worship was established at that location prior to March 18, 2014.
 - c. The distance shall be measured from the nearest entrance of the place of business by following the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare to the nearest point of entrance to the grounds of the church or school, or any building in which religious services or school classes are held, whichever is the closer. The grounds in use as part of the church or school is restricted to the grounds immediately surrounding the building or buildings which provide ingress or egress to such building or buildings and does not extend to the grounds surrounding the church which may be used for beautification, cemeteries, or any purpose other than such part of the land as is necessary to leave the public thoroughfare and to enter or leave such building or buildings. Only one entrance to the grounds of a church or school shall be considered, to wit: the entrance to the

grounds nearest an entrance to the church or school building. Where no fence is involved, the nearest entrance to the grounds shall be in a straight line from the public thoroughfare to the nearest door. The nearest point of the grounds in use as part of a playground shall be limited to the grounds actually in use as a playground and the grounds necessary for ingress or egress to such grounds from the public thoroughfare.

e.d. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.

d.e. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.

e.f. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

g. Dance poles within the establishment are prohibited.

h. A full floor plan of the establishment must be provided to the Richland County Zoning Administrator.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2016

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 22, 2016 (tentative)
First Reading: March 22, 2016 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject:

Council Motion to Approve Homeowner Associations Pursing the Creation of Special Tax Districts

May 24, 2016 - The Committee recommended that Council approve all homeowner associations, presently and in the future, that want to pursue the creation of special tax districts.

Richland County Council Request of Action

Subject: Council Motion to Approve Homeowner Associations Pursing the Creation of Special Tax Districts

A. Purpose

County Council is requested to consider a Council motion to approve four (4) Homeowner Associations pursing the creation of special tax districts.

B. Background / Discussion

At the May 3, 2016 Council meeting, Council member Pearce brought forth the following motion:

“I move that Council consider approving the following HOAs: (1) Cary Lake [District 8]; (2) Beaver Dam [District 9]; (3) Lower Rocky Ford [District 6]; and (4) Lake Dogwood [District 11] to pursue the creation of special tax districts”

Council approval of this motion would allow each of the HOAs to engage in the process of creating a special tax district. The process involves specific steps (e.g., determining boundary for district, determining millage rate of district, developing petition) and Council approval.

C. Legislative / Chronological History

- April 5, 2016 – Council approved the concept of utilizing a Special Tax District for the purposes of providing funding for the repair and replacement of privately owned dams in Richland County.
- May 3, 2016 – Motion made by Council member Pearce

D. Financial Impact

There are no direct financial costs associated with this request as the administrative fees associated with the process of implementing a special purpose tax district will be the responsibility of the HOA.

E. Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

F. Recommendation

This is a policy decision for Council.

Recommended by: Greg Pearce

Department: Council District 6

Date: 5/3/16

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation. The request is a policy decision for Council with no identified direct cost impact to the County. Based on the previous discussions, the taxpayer group has committed to cover any additional cost to the County for direct or indirect impacts. It is recommended that any approval include language to cover those costs.

Auditor

Reviewed by: Paul Brawley

Date: 5/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

No recommendation, this is a policy decision for council.

Assessor

Reviewed by: Liz McDonald

Date: 5-12-16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Thought or consideration needs to be put into to HOA's that have properties in 2 different tax districts. Would there be 2 special tax districts created for one HOA? What about the properties that are tax exempt or receive HSE?

Legal

Reviewed by: Elizabeth McLean

Date: 5/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. If Council wishes to proceed, we recommend taking into consideration Mr. Drigger's and Ms. McDonald's comments and using the same (or similar) documents as were prepared for Upper Rockyford.

Administration

Reviewed by: Roxanne Ancheta

Date: May 19, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval for the following HOA's to pursue the creation of a special tax district as was previously approved by Council for Upper Rocky Ford: Cary Lake; Beaver Dam; Lower Rocky Ford; Lake Dogwood. The items raised by the Finance Director and Assessor should be handled with the HOA's legal counsel in conjunction with applicable county staff.

Richland County Council Request of Action

Subject:

Removal of Lien off of Property

May 24, 2016 - The Committee recommended that Council deny this request.

Richland County Council Request of Action

Subject: Removal of Lien off of Property

A. Purpose

Council is requested to approve removing the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06).

B. Background / Discussion

The Eau Claire Development Corporation (ECDC), via the attached letter dated April 26, 2016, has requested that Council assist in their acquisition of the property located at 3819 Farrow Road by removing the existing demolition lien on the property prior to their purchase of the property.

The property – see attached map – is currently owned by Dequa and Dessie McCrary.

Per the ECDC, their acquisition of the property will assist their efforts to help eliminate blight, improve the esthetics and opportunities for the community in that area. They have acquired the building located behind the property and have a contract to purchase the site to the right of the property.

The lien dated August 19, 2015, in the amount of \$30,672.65, is the assessment fee (includes the cost for the advertisement and title search) for the County demolishing the structure that was located on the property.

The property is located in Council District 4.

This is a policy decision for Council.

C. Legislative / Chronological History

- April 26, 2016 – letter from ECDC requesting Council consideration for removal of the lien.

D. Financial Impact

The financial impact of this request to the County would be the potential loss of the total amount of the liens is \$30,672.65.

E. Alternatives

1. Approve to have Richland County remove the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06)

2. Do not approve to have Richland County remove the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06)

F. Recommendation

This is a policy decision of Council.

Recommended by: Administration
Department: Administration
Date: May 6, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/10/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

As stated in the ROA, this is a policy decision for Council. Since the additional cost added as a lien is associated with recovery of additional cost incurred by the County, the recommendation would be that Council not remove or forgive the lien. We would recommend that the County recover the funds either from the owner or through the property closing costs as the property is transferred.

Building Inspections

Reviewed by: Donny Phipps Date: 5/12/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

These are funds that are a part of a limited budget that we try to recoup after a demolition. All demolition work is done by an approved outside contractor that is paid for their services with County budgeted funds. We would recommend that the lien not be waived and the fees be recovered.

Legal

Reviewed by: Elizabeth McLean Date: 5/13/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley Date: 5/13/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Administration would recommend Council not remove the fees associated with this property lien. We agree with the recommendations of Finance and Building Inspections.



April 26, 2016

Mr. Tony McDonald
County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29202

Dear Mr. McDonald:

In an effort to help eliminate blight, improve the esthetics and economic opportunities for the community, Eau Claire Development Corporation has been diligently working to acquire property throughout the City. However, with one site in particular we have run into some challenges in which we are hoping you may be able to assist us with.


Eau Claire Development Corporation for the past year has been working to acquire the property located at 3819 Farrow Road from the owner, but it is our understand that there is now a demolition lien against the property that would prohibit us from acquiring the site. We have acquired the building located behind the site and have a contract on the site to the right of the property and are hopeful with your assistance, we can acquire the site in question.

There is a demolition lien against the property in the amount of \$30, 672.65; therefore we are requesting assistance with waiver of the demolition fees to allow our Corporation to acquire the site. Without a waiver or some type of assistance with those fees we will have difficulty acquiring this site from the owner which is a great concern for all involved.

As an Economic Development Corporation dedicated to eliminating blight and improving the quality of life and overall economic climate of this community, we want to do what we can and exhaust all possible avenues available to us before we give up on this year -long effort, so any assistance you can offer or provide is greatly appreciated. If you have any questions or need further information regarding this project please do not hesitate to give me a call at (803) 733-8438.

I look forward to speaking with you soon.

Sincerely,


Michael Strange
Executive Director

Cc: Donny Phipps, Director/Building Official/Richland County

Eau Claire Development Corporation 3905 Ensor Avenue/P.O. Box 147 Columbia, SC 29217
Phone (803) 733-8438 Fax (803) 733-8573

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating the unsafe condition located at 3819 Farrow Road, TMS # R11605-02-06.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being at the northwest corner of the intersection of Chappell Street and Farrow Road, being shown and designated as Lot No. 1, Block "D" on a plat of subdivision of the Eastern portion of Greater Allen Heights, prepared by Tomlinson Engineering Company dated July 24, 1930 and recorded in the Richland County ROD Office in Plat Book "F" at Page 165; and having such metes and bounds as shown on said plat.

Name and Residence of Landowner(s):

Dessie McCray
Dequal McCray
5131 Farrow Road
Columbia, SC 29203
(Address per tax bill)

Nature of Assessment:	Demolition	\$ 30,000.00
	Advertisement	\$ 117.65
	Title Search Fee	\$ 555.00
	TOTAL:	\$ 30,672.65

Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 19th day of August, 2015.

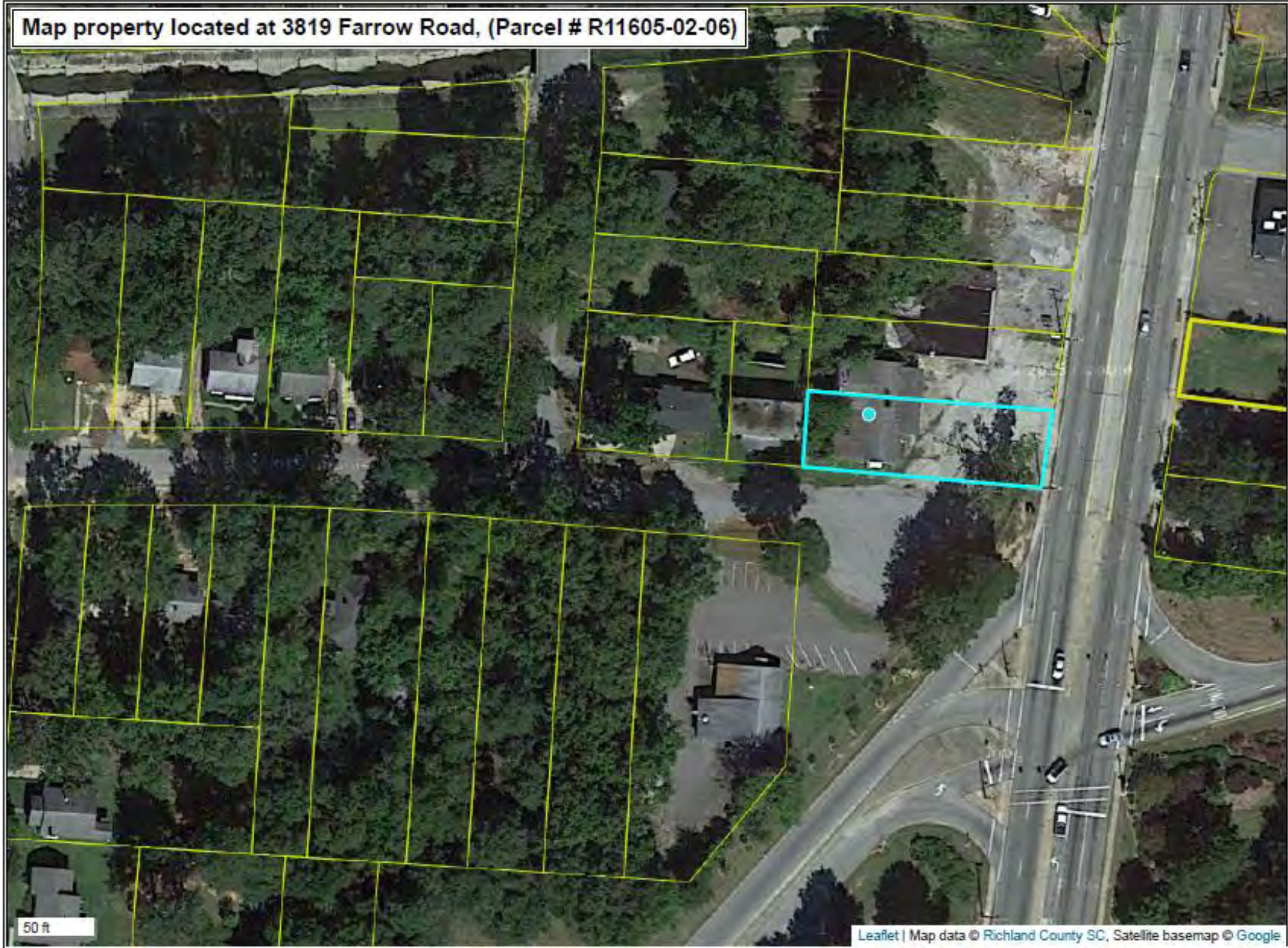
Signature

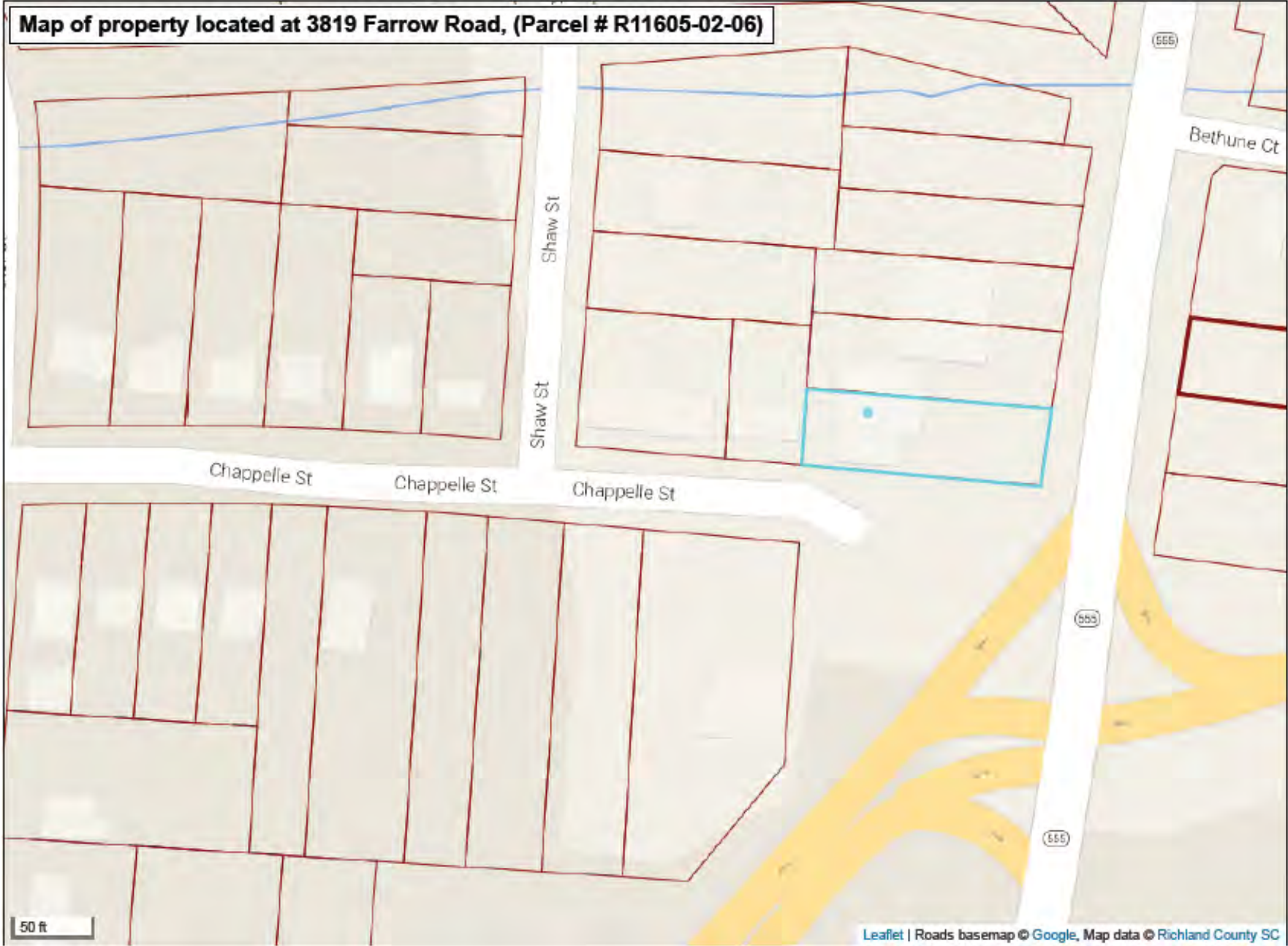

Kecia D. Lara
Housing Official

Book 2051-3061
2015081902 08/19/2015 10:14:21:020 Demo Unsafe Housing
Fee:\$0.00 County Tax:\$0.00 State Tax:\$0.00



2015081902 John T. Hopkins II Richland County R.O.D.





Richland County Council Request of Action

Subject:

Emergency Services Department – Fire Skid Units Purchase

May 24, 2016 - The Committee recommended that Council award the bid to the South Carolina Company, Anderson Fire and Safety for the purchase of 12 skid units in the amount of \$195,912.

Richland County Council Request of Action

Subject: Emergency Services Department – Fire Skid Units Purchase

A. Purpose

The purpose of this report is to obtain Council approval to purchase 12 skid pump/tank units for \$195,912. (This includes shipping and taxes) The equipment is mounted on pickup trucks to be used for wild land firefighting. Funding will come from the Emergency Services budget. No additional funds are needed.

B. Background / Discussion

County Council provided funding in the 2015-2016 budget for replacement of skid units to be mounted on four wheel drive pickup trucks. The “brush trucks’ are used in wild land fires where larger trucks cannot travel. The new trucks have been purchased and the new tanks/pumps are needed to complete the transition. These are replacing older out-of-service units, some being 20 years old. Using four wheel drive pickup trucks and skid units reduces the cost to provide these assets.

On March 2, 2016, Richland County began the procurement process to purchase the skid units by publishing the bid request. The bid request asked for skid units consisting of tanks and pumps capable of being mounted on 4 x 4 pickup trucks. Five vendors submitted bids. After reviewing the bids, two vendors that bid the same unit, tied for the lowest bid price. One vendor is located in South Carolina and the other is located in North Carolina.

In the case of an equal or tied low bid, Procurement guidelines allow for the selection of the vendor located in South Carolina. Therefore, Anderson Fire and Safety is the recommended vendor.

Anderson Fire and Safety (Located in South Carolina)

Per Unit \$ 14,700
Total \$176,400

Wally’s Fire and Safety Equipment

Per Unit \$ 14,715
Total \$176,580

Safe Industries

Per Unit \$ 19,394
Total \$232,728

Phoenix Fire

Per Unit \$ 14,900
Total \$178,800

S.C. Fire Apparatus (Located in North Carolina)

Per Unit \$ 14,700
Total \$176,400

C. Legislative / Chronological History

- 07/01/2012 Current Fire Intergovernmental Agreement became effective.
- 07/01/2015 Funding provided in 2015-2016 Budget.
- 03/02/2016 Specifications put out for Bid
- 04/06/2016 Bid responses received
- 04/17/2016 Bid review completed
- 05/02/2016 ROA prepared for Council Committee

D. Financial Impact

This purchase was planned and the funding to purchase the 12 skid units is available in the Emergency Services Department budget so no additional funds are needed. (ESD 1206220000-531200)

The total cost of the 12 skid units:

\$ 176,400	(14,700 x 12)
14,112	Tax
5,400	Shipping
<hr style="border-top: 1px dashed black;"/>	
\$ 195,912	Total

E. Alternatives

1. Award the bid for the purchase of 12 skid pump/ tank units to the South Carolina company, Anderson Fire and Safety.
2. Award the bid to the out-of-state company.
3. Throw out the two bids that tied and award to the second lowest bidder.
4. Do not award the bids and re-initiate the purchasing process.

F. Recommendation

Following the Procurement guideline, it is recommended that Council award the bid to the South Carolina Company, Anderson Fire and Safety for the 12 skid units in the amount of \$195,912.

Recommended by: Michael A. Byrd, Director
 Department: Emergency Services
 Date: May 2, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers
 ✓ Recommend Council approval

Date: 5/11/16
 Recommend Council denial

Recommend approval based on budget funds being available as stated.

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford

Date: 5-11-16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/13/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Kevin Bronson

Date: 5/13/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Picture of Skid Truck



Richland County Council Request of Action

Subject:

Extension of the Fuelman Fleet Fuel Purchase Card Contract

May 24, 2016 - The Committee recommended that Council authorize the extension of the Fuelman Fleet Fuel Purchase Card contract for five years, with annual reviews.

Richland County Council Request of Action

Subject: Extension of the Fuelman Fleet Fuel Purchase Card Contract

A. Purpose

County Council is requested to authorize Procurement to extend the Fuelman Fleet Fuel Purchase Card contract for five years, with annual reviews.

B. Background / Discussion

Richland County first contracted with and began using the Fuelman Fleet Fuel Purchase Card program in February 1997. Although initially used exclusively by the RCSD, the program is now used by eleven different departments for the purchase of fuel at a discounted rate. Fuelman has 105 participating retail locations in Richland County alone, over twenty more than any similar fuel service provider. There are over 1,000 Fuelman locations throughout the state. Additionally, about 66% of the County locations have twenty-four hour access. This is especially critical to the Sheriff and Coroner's departments, which have 24 hour operational responsibilities throughout the County. Currently, there are 732 individual County fleet vehicles with Fuelman cards assigned to them, and 91% belong to the Richland County Sheriff's Department and the Coroner's Office.

In the calendar year March 1, 2015 to February 29, 2016, the County purchased 694,998 gallons of unleaded fuel through the Fuelman program. The total gallons bought through Fuelman accounts for almost 80% of the entire amount of unleaded gallons purchased by the County in the course of the year. The Sheriff's Department alone was responsible for 650,296 gallons, while the Coroner's Office purchased 21,772 gallons.

The price for fuel under the program is calculated based on the fuel terminal wholesale price, calculated on a daily basis by the Oil Price Information Service (OPIS). As a result, the use of the Fuelman card resulted in a savings to the County of \$27,745.50 last year, compared to the same retail price.

Fuelman is also responsible for managing the County's Federal Excise Tax exemption on fuel purchased in their program. As a government entity, Richland County is exempt from the FET on fuel, which is currently .183 cents per gallon. Normally the County would be responsible for monitoring all the transactions for the FET tax and applying to the Federal government for reimbursement. However, under the contract, Fuelman administers the FET exemption program on our behalf, eliminating the need for the County to manage it, and further reducing the price of fuel at the pump by the cost of the tax.

We are currently working under an extension to the Fuelman contract to continue the service at the current pricing structure. The total amount paid for fuel under the contract, from March 2015 through February 2016, was \$1,295,833.85, which is included in the County's annual fuel budget. County Council is being requested to authorize Procurement to extend the Fuelman contract for five years, with annual reviews. This will allow for an uninterrupted continuation of a critical service to the County, with no disruption in the fueling requirements of the affected departments, particularly the RCSD and Coroner's Office.

C. Legislative / Chronological History

This is a staff initiated request. Therefore, there is no legislative history.

Richland County has used the Fuelman Fleet Fuel Purchase Card program since February 1997.

D. Financial Impact

The Fuelman Fleet Fuel Purchase Card contract is included as a portion of the annual County fuel budget. Therefore, there are no additional funds requested with this item.

E. Alternatives

1. Approve the request to allow Procurement to extend the Fuelman contract for five years, including annual reviews. This will permit the continuation of the program with no interruption of the current service levels.
2. Do not approve the request to allow Procurement to extend the Fuelman contract for five years, with annual reviews. Procurement will be required to initiate a bid process to provide the critical fueling service. It may also entail some reduction in the availability of fuel to the County departments, as no other provider has as many retail locations. There may also be some service disruptions due to the difficulties of changing such a large number of units to another program. This alternative is not recommended.

F. Recommendation

It is recommended that Council approve the request to allow Procurement to extend the Fuelman contract for five years, with annual reviews.

Recommended by: Bill Peters, Deputy Director (Interim)

Department: Support Services

Date: May 5, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/10/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funding is included annually in the department appropriations based on historical usage and Council approval.

Procurement

Reviewed by: Christy Swofford

Date: 5-10-16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Coroner

Reviewed by: Gary Watts

Date: 5/10/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Sheriff

Reviewed by: Chris Cowan

Date: 5/10/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Due to Fuelman’s proven ability to provide 24 hour fueling locations (located across Richland County in the communities we serve), at low cost, it is The Sheriff’s Department request that the contracting services to provide fuel to the Sheriff’s Department’s fleet not be changed. In addition, Fuelman provides easily accessible locations to units that may travel outside Richland County in their official capacity (examples: the Fugitive Team or the Warrant Division). Changing current vendor for fueling our fleet would represent a significant disruption in normal fueling operations. Fleetcor (Fuelman) represents the largest number of fueling locations currently available. Reducing the available locations will result in our officers having to travel outside their normal areas of patrol, possibly causing degradation in response times, as well as lowered visibility in patrol areas.

Legal

Reviewed by: Elizabeth McLean

Date: 5/13/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: May 13, 2016

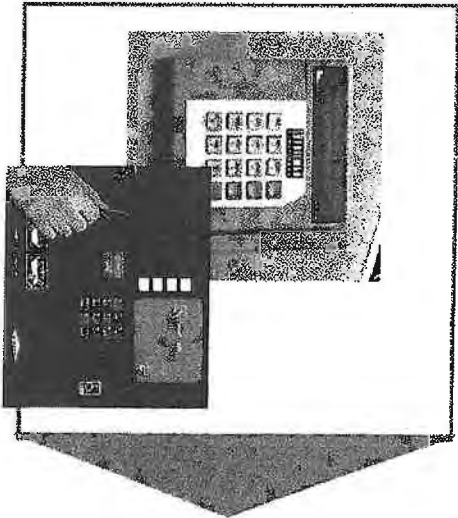
Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Because of the operational and financial benefits outlined in this document, it is recommended that Council approve the request to extend the Fuelman contract for five years with annual reviews.

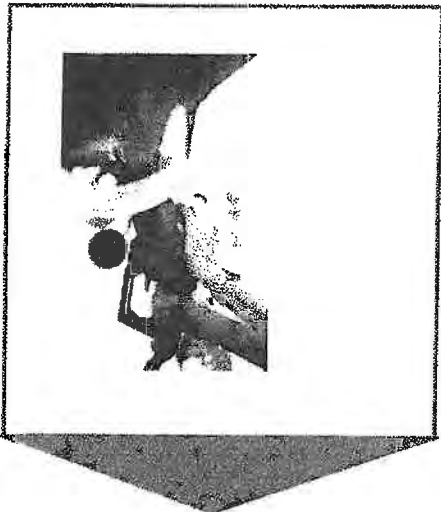
Fuelman Fleet Card Overview

100% proprietary, real-time network makes it the most secure fleet card on the market...



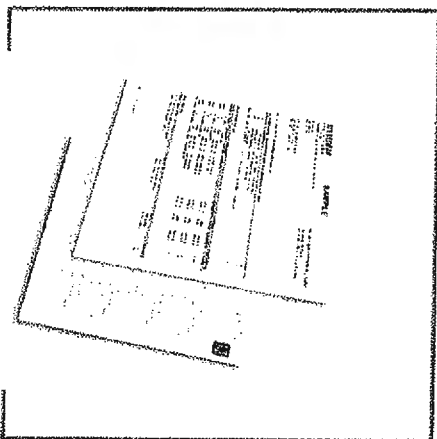
Inside or Pay-at-Pump

- ✓ Vehicle Card Validation
- ✓ Driver ID/PIN Validation
- ✓ Odometer Input Required
- ✓ 100% Level 3 Data Capture



POS Restrictions

- ✓ Fuel Grade (Inside)
- ✓ Gallons (Inside)
- ✓ Tank Dollars* (Pay@Pump)



Reporting & On-line Access

- ✓ Fleet Management Reporting
- ✓ Real-Time eMail Exceptions
- ✓ 100% Level 3 Reporting
- ✓ 24x365 Online Access

* Tank Dollars = The card's Tank Limit (gallons) is converted to a dollar limit in the pay-at-pump environment. This is a unique Fuelman control that turns the pump off at a calculated dollar limit.

4/11/2016

1



Fuelman

www.fuelman.com

Review of Security Features and Components

- Card / Driver ID Validation.** Requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked Driver ID (PIN) which provides built in security in the system. If a card becomes lost or stolen it cannot be used without a valid Driver ID providing built-in security.
- Odometer Entry Prompted For All Transactions – All Fuelman transactions prompt the Cardholder for an Odometer entry. This allows the Customer to easily track when the entry is out of order in our Fleet Management Reporting and Exceptions Reporting. Errant odometers are the most frequent alert for fraudulent activity.**
- Driver ID Security – Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card. Do not attach or write ID numbers directly on the cards or card sleeves. Just like debit cards, if the card is stolen, the Driver ID can be used quickly to make fraudulent purchases so it should never be kept with the card.**
- Locking Inactive or Lost/Stolen cards – Customers can inactivate cards or Driver IDs at the moment any suspicious activity is identified. This will cease future purchases from occurring with the card or Driver ID.**
- Purchase Controls.** Fuelman provides outstanding purchases controls which are described in more detail on the next screens. Briefly, these include:
 - Gallon Limits (Tank, Daily, Weekly)
 - Velocity Limits (Trans/Day)
 - Non-Fuel Dollar Limits (Weekly)
 - Product Grade/Group Restrictions
 - Day of Week / Time of Day Restrictions
 - Expected MPG or Range Restrictions
- Exception Reporting.** Fuelman provides exception reporting via flags on the weekly Fleet Management Report and Exception Download Reporting from FleetNet (described in more detail in later slides)
- Exception alerts – Besides reviewing the weekly Fleet Management Reports or optional monthly Vehicle Management Reports for exceptions, Customers can receive Exception Alerts via email the moment an exception occurs. Exceptions include odometer entry errors and other purchase control Report violations.**



RICHLAND COUNTY BG 147509

Richland County Fuel Savings - 03/15-02/16

March 1, 2015 Through February 29, 2016

SAVING CUS. VERGES RETAIL PRICE CUSTOMER	TRX MONTH												Grand Total
	MAR-15	APR-15	MAY-15	JUN-15	JUL-15	AUG-15	SEP-15	OCT-15	NOV-15	DEC-15	JAN-16	FEB-16	
FIFTH CIRCUIT SOLICITORS OFF	-\$28.97	\$6.20	-\$5.37	-\$35.98	-\$75.45	-\$74.76	-\$11.94	-\$47.08	-\$47.77	-\$21.15	-\$88.35	-\$60.28	-\$490.89
RICHLAND CO PLAN MNTG													
RICHLAND CO SLBE		\$0.59	\$0.76	-\$0.94	-\$2.50				-\$0.26		-\$3.79		-\$3.79
RICHLAND COUNTY ADMINISTRATION	\$3.24	\$9.10	\$2.92	-\$2.40	-\$15.57	-\$15.93	-\$2.15	\$8.77	-\$11.75	\$5.81	-\$4.31	-\$7.12	-\$2.53
RICHLAND COUNTY BLDG INSPECTIO	-\$1.98	\$1.63	\$1.18	\$6.04	-\$7.03	-\$2.72	\$0.01	-\$0.03	-\$6.71	-\$1.72	-\$1.77	-\$7.86	-\$29.40
RICHLAND COUNTY BUSINESS SVC					\$0.03								-\$20.95
RICHLAND COUNTY CORONER OFFICE	-\$6.09	\$70.86	-\$27.43	-\$5.98	-\$109.10	-\$141.04	-\$31.37	-\$85.27	-\$86.96	-\$24.47	-\$170.28	-\$169.12	-\$786.23
RICHLAND COUNTY DETENTION CTR	\$17.37	\$45.78	-\$0.58	-\$1.32	-\$75.64	-\$80.95	-\$7.27	-\$31.79	-\$55.76	-\$18.82	-\$44.29	-\$55.34	-\$308.62
RICHLAND COUNTY SHERIFFS DEPT	-\$209.80	\$1,313.21	-\$94.54	-\$799.20	-\$4,583.81	-\$5,113.05	-\$1,067.91	-\$2,469.17	-\$4,071.17	-\$599.65	-\$4,305.32	-\$4,097.11	-\$26,097.51
RICHLAND COUNTY TAX ASSESSORS	\$1.76	\$5.11	\$1.43	\$2.79	-\$0.32	\$1.51	\$0.42	\$0.30		-\$0.54			-\$6.33
RICHLAND COUNTY UTILITIES	\$0.40	-\$0.51	-\$2.06	-\$1.60	\$1.04			\$0.06	\$4.89		-\$4.10	-\$7.52	\$6.13
TOTAL SAVINGS	-\$224.07	\$1,451.98	\$124.68	-\$38.53	-\$4,868.36	-\$5,126.97	-\$1,120.21	-\$2,621.21	-\$3,275.19	-\$660.55	-\$4,672.20	-\$4,118.78	-\$27,745.59

Richland County Council Request of Action

Subject:

Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto

FIRST READING: May 3, 2016
SECOND READING: May 17, 2016
THIRD READING: June 7, 2016 {Tentative}
PUBLIC HEARING: June 7, 2016 {Tentative}

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

**AUTHORIZING THE CONVERSION OF A 1996 FEE IN LIEU
OF AD VALOREM TAXES ARRANGEMENT BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA AND BOSE
CORPORATION AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Purchase Agreement with Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“Company”), dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company made investments in real and personal property in the County for the purpose of locating a manufacturing facility in the County (“Project”) and (ii) the County provided the Company with fee-in-lieu of *ad valorem* taxes (“FILOT”) benefits with respect to the Project (“Original Fee”);

WHEREAS, FILOT arrangements entered into pursuant to the Original Fee Act required that a county hold title to all of the assets subject to a FILOT;

WHEREAS, title transfer FILOT arrangements under the Original Fee Act proved difficult to administer and can create business difficulties for companies seeking to grant security interests in assets subject to title transfer FILOT arrangements;

WHEREAS, the General Assembly, recognizing such difficulties, passed a new FILOT act, Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simplified Fee Act”) in 1997 that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, under Section 12-44-170 of the Simplified Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simplified Fee Act, the Company desires to and has elected to transfer the Project from the Original Fee Act to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment requirements of the Original Fee to the new FILOT; and (iv) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the Lease; and

WHEREAS, the Company requests the County (i) consent to the Conversion and (ii) execute a Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement, the substantially final form of which is attached as Exhibit A (“Agreement”), to (A) achieve the Conversion and (B) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Consent to Conversion; Authorization to Execute and Deliver Agreement.* The County approves the Conversion and the appropriate cancellation, termination or amendment of any documents, including the Lease relating to the Original Fee as may be appropriate to effect the Conversion. The Chairman of County Council, or the Vice-Chairman in the absence of the Chairman, are authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County as may be approved by the Chairman on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Agreement to the Company.

Section 2. *Further Assurances.* The Chairman and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 3. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk, Richland County Council

READINGS:

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

EXHIBIT A
FORM OF
AGREEMENT

CONVERSION AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO AN EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 12 OF THE SOUTH CAROLINA CODE, 1976 AS AMENDED TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44, OF THE SOUTH CAROLINA CODE, AS AMENDED

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

BOSE CORPORATION

DATED AS OF _____, 2016

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

THIS CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is effective as of _____, _____, 2016, by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Richland County Council (“County Council”), as the governing body of the County, and Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“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 Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (collectively, “Original Fee Act”), and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Simplified Fee Act”) (i) to enter into fee-in-lieu of *ad valorem* taxes (“FILOT”) arrangements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain FILOT payments with respect to such investment;

WHEREAS, pursuant to the Original Fee Act, the County entered into a Lease Purchase Agreement with the Company, dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company promised to make certain investments in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County, and (ii) the County provided the Company FILOT benefits with respect to the Project, as defined below (“Original Fee”);

WHEREAS, the Original Fee arrangement entered into pursuant to the Original Fee Act required that the County hold title to all of the Project assets subject to the FILOT incentive;

WHEREAS, under the Simplified Fee Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentive;

WHEREAS, because the Company has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified Fee Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original Fee Act to a non-title transfer FILOT arrangement under the Simplified Fee Act;

WHEREAS, the Company elected to transfer the Project from the Original Fee to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment of the Original

Fee to the FILOT arrangement under the Simplified Fee Act ; and (iv) the entering into of this Fee Agreement which continues the provisions and limitations of the Lease; and

WHEREAS, the County, by Ordinance No. _____, dated _____, _____, 2016 (“Fee Ordinance”), consented to the Conversion and authorized the execution of this Fee Agreement with the Company to (i) achieve the Conversion, and (ii) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I

DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chairman” shall mean the Chairman of County Council.

“Clerk of County Council” shall mean the Clerk to County Council.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“County Administrator” shall mean the County Administrator of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under Section 12-44-170(B) of the Simplified Fee Act, and which are identified by the Company in connection with their annual filing of a SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period, less and except the Removed Components. Title to all Economic Development Property shall at all times remain vested in the Company, as the case may be, except as maybe necessary to take advantage of the effect of section 12-44-160.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Sponsor during the Investment Period.

“Event of Default” shall mean any Event of Default specified in Section 5.1 of this Fee Agreement.

“Facilities” means the Project and any non-FILOT assets to which the County holds title pursuant to the Original Fee.

“Fee Payment” means the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to this Fee Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto acquired by the Company during the Investment Period.

“Inducement Agreement” shall mean that certain Inducement Agreement executed between the County and the Company, as amended, supplemented or corrected.

“Investment Period” shall mean the period commencing March 31, 1997 and ending March 31, 2004.

“Phase” or “Phases” in respect of the Project shall mean for each year of the Investment Period the Equipment, Improvements and Real Property, if any, placed in service during such year.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day 25 years after the last day of the property tax year in which each such Phase of the Project became subject to the terms of the Original Fee. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be March 31, 2028. The Phase Termination Date includes a five (5) year extension applied for by the Company and authorized by the County via resolution on February 9, 2016 under Section 12-44-30(21) prior to the Conversion.

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company during the Investment Period.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or

Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Sections 4.6, 4.7 or 4.8 of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any Removed Component which is scrapped or sold by the Company and treated as a Removed Component under Section 4.2 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Simplified Fee Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) By due corporate action, the County has agreed that, subject to compliance with applicable laws, the items of real and tangible personal property comprising the Project subject to the FILOT arrangement provided in the Lease shall be considered Economic Development Property under the Simplified Fee Act.

(c) In order to maintain the FILOT benefits the Company presently enjoys with respect to the Project, the County approves the transfer of the Project to this Fee Agreement pursuant to the terms of Section 12-44-170 of the Simplified Fee Act.

Section 2.2. *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a material default, not waived or cured, under any material company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.

(c) The availability of the payment in lieu of taxes with regard to the Economic Development Property induced the Company to undertake the Project in the County.

(d) The Company has already achieved the minimum investment threshold required by the Simplified Fee Act and will maintain the minimum investment through the Fee Term.

ARTICLE III

TERMINATION OF ORIGINAL FEE

Section 3.1. Termination of Lease; Purchase and Conveyance of Project; Transfer and Conversion of Project.

(a) Pursuant to Section 10.2 of the Lease, the Company elects to terminate the Lease. The County acknowledges the Company's exercise of its option to terminate the Lease and waives the 30 day notice provision of Section 10.2(c).

(b) Pursuant to Section 10.3 of the Lease, the Company elects to purchase the Facilities from the County for \$1.00. The County acknowledges the Company's exercise of its option to purchase the Facilities and certifies the purchase price is \$1.00. The County acknowledges there are (i) no outstanding FILOT payments due and payable with respect to the Project; (ii) no outstanding *ad valorem* taxes payable with respect to the Project; and (iii) no additional amounts due to the County under the Lease or otherwise.

(c) On receipt of the purchase price, the County shall deliver to the Company documents conveying to the Company good and marketable title to the Facilities, subject to the following: (i) those liens and encumbrances (if any) to which title to the Facilities was subject when conveyed to the County; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; and, (iii) Permitted Encumbrances, as defined in the Lease. The form of a Quitclaim Deed for purposes of conveying title to the real property portion of the Project is attached hereto as Exhibit A. The form of a Bill of Sale for purposes of conveying title to the personal property portion of the Project is attached hereto as Exhibit B.

(d) Pursuant to Section 12-44-170(B) of the Simplified Fee Act, the Company elects and the County consents to the transfer of the portion of Project constituting Economic Development Property under the Lease to a FILOT arrangement under the Simplified Fee Act as provided in this Fee Agreement. The Parties agree that the portion of the Project constituting Economic Development Property under the Lease shall be converted and considered automatically Economic Development Property under the Simplified Fee Act and this Fee Agreement. This Fee Agreement continues the same FILOT payments required under the Lease; this Agreement continues the same FILOT payments for the time required for the FILOT payments under the Lease plus an additional five (5) years; and the minimum investment requirements of the Lease have been met by the Company. The Parties agree this Fee Agreement constitutes an "appropriate agreement" between the County and the Company to continue the provisions and limitations of the Lease.

Section 3.2. Termination of Ancillary Agreements.

(a) The Parties entered into an Inducement and Millage Rate Agreement as required under the Original Fee Act and as a precursor to the Lease. The Inducement and Millage Rate Agreement is hereby terminated with such termination to be effective on the date of this Fee Agreement.

(b) The Parties entered into additional agreements in order to facilitate and effect the Original Fee. The additional agreements are hereby terminated with such termination to be effective on the date of this Fee Agreement.

ARTICLE IV

FEE PAYMENTS

Section 4.1. *Negotiated Payments.*

(a) The Company shall make Fee Payments on all Economic Development Property comprising each Phase of the Project.

(b) The annual Fee Payment due on each Phase is calculated as follows (subject, in any event, to the required procedures under the Simplified Fee Act and to Sections 4.2 and 4.4 of this Fee Agreement):

- Step 1: Determine the fair market value of the Phase of the Project by using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on March 31 of the year in which each Phase becomes subject to Original Fee, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, as the case may be, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on March 31 of the year in which each Phase becomes subject to the Original Fee.
- Step 2: As set forth under the Lease, apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase.
- Step 3: As set forth under the Lease, apply a millage rate of 283.4 (which millage rate shall be a fixed rate for the Fee Term).

The Fee Payment is due on each Phase until the applicable Phase Termination Date, which Phase Termination Date the County and the Company, prior to the Conversion, agreed to extend for 5 years pursuant to Section 4-12-30(C)(4) of the Original Fee Act. The annual Fee Payment is due on the payment dates prescribed by the County for such payments.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that the Simplified Fee Act or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder, it being the intention of the County and the Company to continue the FILOT benefits as provided under the Original Fee. In addition, if so requested by the Company and assuming such an arrangement would preserve the Company's FILOT benefits, the County would favorably consider invoking the provisions of Section 12-44-160 of the Simplified Fee Act in order to convert this Fee Agreement to a lease arrangement as provided under Section 4-12-30 of the Code.

(d) If the Project is deemed to be subject to *ad valorem* taxation, then the Company shall pay to the County an amount equal to the *ad valorem* taxes that would be levied on the Project by the County, municipalities, school districts, and other political units as if the Project had not been Economic Development Property under the Simplified Fee Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT payments have been previously remitted by the Company to the County under this Fee Agreement or the Lease, shall be reduced by the total amount of FILOT payments made by the Company with respect to the Project pursuant to the terms of this Fee Agreement or the Lease, and further reduced by any abatements provided by law.

Section 4.2. Fee Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Simplified Fee Act, the Company shall make statutory Fee Payments with regard to such Replacement Property as follows:

(a) To the extent that the original income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the Fee Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the Company shall make annual Fee Payments with respect to the Replacement Property until the Phase Termination Date of the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the Company shall pay to the County, with respect to the Excess Value, an amount equal the *ad valorem* taxes that would be due if the Replacement Property were not Economic Development Property.

Section 4.3. Option to Terminate. From time to time and at any time, including during the continuance of an Event of Default, upon at least 30 days notice, the Company may terminate this Agreement in whole or in part. Upon termination of this Agreement, the Company will become prospectively liable for ad valorem property taxes on the Facilities.

Section 4.4. Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the Fee Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.5. Place and Allocation of Fee Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment, Improvements or Real Property. The Company is entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) are no longer considered a part of the Project and are no longer subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* If the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* If the Project is damaged by fire, explosion, or any other casualty, and the Company does not elect to terminate this Agreement, then the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project are deemed to be Removed Components.

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become 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, or by voluntary transfer under threat of such taking, or if title to a portion of the Project is taken and renders continued occupancy of the Project commercially infeasible in the judgment of the Company, then the Company may terminate

this Fee Agreement as of the time of vesting of title 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 Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 4.12 hereof.

Section 4.10. Indemnification Covenants. (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person 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. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(a) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against 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; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(b) An Indemnified Party may not avail itself of the indemnification 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.

(c) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also on the County. Therefore, the Company and the County agree that, in addition to what may be permitted by law and pursuant to the County’s police powers, the County and its authorized agents shall be entitled to inspect the Project or any property associated therewith. Such rights of examination shall be exercised upon such necessary terms and conditions as the Company may prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidential and proprietary information that may be subject to disclosure upon such examination. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Transfer and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted by resolution of the County Council, which consent shall not be unreasonably withheld, delayed or conditioned. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any, without County consent.

ARTICLE V

DEFAULT

Section 5.1. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company as the case may be, to make, upon levy, the Fee Payments described in this Fee Agreement; provided, however, that the Company, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by Party to perform any of the other material terms, conditions, obligations or covenants of the Party hereunder, which failure shall continue for a period of ninety (90) days after written notice from the non-defaulting Party specifying such failure and requesting that it be remedied.

Section 5.2. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the Parties shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the parties under this Fee Agreement.

Section 5.3. Remedies Not Exclusive. No remedy conferred upon or reserved to the Parties under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be 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 hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company: Kimberly Sigler, Senior Counsel
Global Real Estate, Bose Corporation
The Mountain
Framingham, MA 01701

With a Copy to: Jennifer W. Davis
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
Facsimile: 843-722-8700

If to the County: Richland County , South Carolina
Attn: County Administrator
2020 Hampton Street (29204)
Post Office Box 192
Richland, South Carolina 29202

With a Copy to: Richland County Economic Development
Attn: Director
1201 Main Street, Suite 910
Columbia, South Carolina 29201

With a Copy to: Ray E. Jones
Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

Section 6.2. *Administrative Expenses.* The Company shall reimburse the County for its reasonable costs, including attorneys' fees and costs, incurred in the negotiation and approval of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$2,500 in the aggregate.

Section 6.3 *Filings.* The Company shall notify the South Carolina Department of Revenue, as required by section 12-44-90 of the Act, of the execution of this Fee Agreement. The Company shall deliver a copy of the notification to the County Auditor, County Assessor and County Treasurer.

Section 6.4 *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, on and inures to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.5. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.6. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, exclusive of the conflict of law provisions which would refer the governance of this Fee Agreement to another jurisdiction.

Section 6.7. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.8 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 6.9. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.10. *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to continue the FILOT benefits as provided under the Original Fee.

Section 6.11. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 6.12. *Force Majeure.* Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 6.13. *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Code, the Company and the County hereby waive application of any and all of the recapitulation requirements set forth in Section 12-44-55 of the Code.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk, Richland County Council

BOSE CORPORATION

By: _____
Its: _____

EXHIBIT A
FORM OF QUIT-CLAIM DEED

A-1

STATE OF SOUTH CAROLINA)

QUIT-CLAIM DEED TO REAL ESTATE

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that RICHLAND COUNTY, SOUTH CAROLINA, a body politic, corporate and a political subdivision of the State of South Carolina, as Grantor, in the State aforesaid, for and in consideration of the premises and also in consideration of the sum of One Dollar and other valuable consideration to it in hand paid at and before the sealing and delivery of these presents by BOSE CORPORATION, a Delaware corporation, as Grantee (the receipt whereof is hereby acknowledged), has granted, bargained, sold, released, and forever quit-claimed and by these presents does grant, bargain, sell, release and forever quit-claim unto the said BOSE CORPORATION, all of its right, title and interest in and to:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

Grantee's address: _____

This conveyance is subject to all matters, if any, set forth on Exhibit A, and is further subject to all easements and restrictions of record, including those shown on recorded plats.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever so that neither the said Grantor nor its successors, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Grantor has taken no action to affect title to the Property. Otherwise, Grantor makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property, which is conveyed AS IS, WHERE IS, without representation or warranty of any kind.

[remainder of this page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Richland County, South Carolina, a body politic, corporate and a political subdivision of the State of South Carolina, has caused these presents to be executed in its name by one of its authorized officers and its seal to be hereto affixed this ____ day of _____, 2016, effective as of the ____ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

RICHLAND COUNTY, SOUTH CAROLINA

Witness #1
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness #2
Print Name: _____

Attest:

Witness #1
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness #2
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-named Richland County, South Carolina, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2016.

NOTARY PUBLIC
Name: _____
My commission expires: _____
(NOTARY SEAL)

EXHIBIT "A"

All that certain piece, parcel or tract of land containing 104.89 acres, encompassing the physical plant of The Bose Corporation, situate, lying and being between Interstate 77 and Farrow Road (SC 555), North of the City of Columbia, in the County of Richland, State of South Carolina, as more particularly shown and delineated on a plat of The Bose Property prepared by Survey and Mapping Services of South Carolina, Inc., dated November 4, 1994 and recorded on November 18, 1994 in the Office of the RMC for Richland County in Plat Book 55 at page 5411.

This being the identical property conveyed to the Grantor herein by deed of Bose Corporation dated as of October 1, 1996 and recorded October 30, 1996 in Deed Book D-1346, page 197.

TMS: 17500-02-17

TOGETHER with the property described on Exhibit B hereto.

EXHIBIT “B”

All the buildings, improvements and other structures or fixtures to the land described on Exhibit A, including appurtenances and other tangible property deemed to be real property and not effectively transferred by the Bill of Sale dated as of the date hereof, attached hereto as Exhibit C and incorporated herein by reference, acquired by Richland County, South Carolina for use in connection with the Project.

EXHIBIT "C"

STATE OF SOUTH CAROLINA)
) BILL OF SALE
COUNTY OF RICHLAND)

FOR AND IN CONSIDERATION of the payment of the sum of \$1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Richland County, South Carolina, a body politic, corporate and a political subdivision of the State of South Carolina (hereinafter the "County") by Bose Corporation (the "Buyer"), the County does hereby bargain, sell, assign, transfer, convey and set over unto Buyer, its successors and assigns, all of the County's title interest in the personal property listed on Exhibit 1, attached hereto and incorporated by reference (hereinafter collectively referred to as the "Personal Property").

TO HAVE AND TO HOLD the Personal Property to Buyer, its successors and assigns in fee simple.

It is the express intention that the County is hereby quit-claiming title to the Property, makes no representation or warranty that it is the true and lawful owner of all or any portion of the Property. The County, by this Bill of Sale, however, represents and warrants that it is passing to the Buyer whatever title to the Property, or portion thereof, that the County received from Buyer.

IN WITNESS WHEREOF, Richland County, South Carolina has executed these presents as of this ___ day of _____, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

EXHIBIT 1
TO BILL OF SALE

All machinery, apparatus, equipment, office facilities and furnishings (the "Equipment") installed or otherwise located in the Buildings described on Exhibit B to the Lease Purchase Agreement dated as of October 1, 1996 (the "Lease") between Richland County, South Carolina (the "County") as the Lessor and Bose Corporation (the "Company") as the Lessee, together with any machinery, equipment, fixtures, furnishings, furniture and other property not included in the Equipment which the County acquired or may have acquired from the Company respectively pursuant to the foregoing and any other agreements between, among others, the County and the Company and any and all additions, accessions, replacements and substitutions thereto or therefor including any other tangible property not effectively conveyed by the Quit Claim Deed to Real Estate to which this Bill of Sale is an Exhibit (collectively, the "Property").

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Richland County, bearing Richland County Tax Map Number 17500-02-17, was transferred by Richland County, South Carolina to Bose Corporation on _____, 2016.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) XX exempt from the deed recording fee because (See Information section of affidavit): _____
12
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ Grantor

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

RICHLAND COUNTY, SOUTH CAROLINA

ATTEST:

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

SWORN to before me this
____ day of _____, 2016.

Notary Public for South Carolina
Name: _____
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.\

~#4850-1330-7696 v.1~

PPAB 3226661v2

Richland County Council Request of Action

Subject:

Magistrates: Authorization of Purchase for 144 O'Neil Ct.

May 24, 2016 - The Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject: Magistrates: Authorization of Purchase for 144 O’Neil Ct.

A. Purpose

County Council is requested to authorize the purchase of the proposed purchase contract for 144 O’Neil Ct. This property has been identified as a high priority for the Magistrate Court as they look to find a permanent location for the Dentsville Magistrate office. Council is also requested to approve funds for the estimated cost to design and renovate the facility.

B. Background / Discussion

Currently, the Dentsville Magistrate is temporarily housed in the Central Court facility located at 1400 Huger Street, Columbia. The Dentsville Magistrate was relocated to the Huger Street location in order to vacate the property located at 2500 Decker Boulevard to make way for the demolition of the property for the Decker Center Facility. The Decker Center Facility will house Central Court, divisions of the Sherriff’s office, and the new Community Center.

A facility analysis has been completed on 144 O’Neil Ct by the County’s Support Services department. While the analysis noted items that need to be addressed in the renovation, nothing of a serious nature that couldn’t be addressed during the renovation was noted.

A property appraisal has been completed on the site. The appraisal for the O’Neil Ct property was valued at the amount agreed to in the purchase agreement. Additionally, a cost estimate for the renovation of the facility has been completed. This cost estimate takes into consideration the facility analysis that was completed by the County’s Support Services department. The cost estimate also considers the July 28th approval by Council for the renovation of these magistrates facilities to utilize a Design/Build delivery method.

The table below illustrates the Magistrate Offices the County owns versus the Magistrate Offices the County is currently renting.

Magistrate Office	Rent	Own
201 John Mark Dial Drive (Bond)		✓
1400 Huger Street (Central)		✓
3875 Lucius Road (Columbia)		✓
118A McNulty Street (Blythewood)		✓
1400 Huger Street (Dentsville)		✓
1019 Beatty Road (Dutch Fork)		✓
501 Main Street (Eastover)		✓
1400 Huger Street (Hopkins)		✓
1403 Caroline Road (Lykesland)	✓	
1601 Shop Road STE B (Olympia)	✓	
10509 Two Notch Road, Suite D (Pontiac)	✓	
4919 Rhett Avenue (Upper Township)	✓	
2712 Middleburg Drive, Ste. 106 (Waverly)	✓	

C. Legislative / Chronological History

On July 28th the Administration and Finance committee recommended approval of a Design/Build delivery method for the Magistrate facilities. At the July 28th Special Called Council meeting, Council accepted this recommendation and approved the use of Design/Build for these projects.

D. Financial Impact

The purchase price based on the executed purchase agreement for 144 O’Neil Ct is \$410,000. A renovation estimate has been completed on the facility, which the anticipated cost for this renovation can be seen in the following table. The total funds requested for both purchase and renovation of the 144 O’Neil Ct property is \$757,000. Funds for purchase and renovation of this facility are already allocated through the Magistrate bond.

144 O'Neal Court Property	
Total Facility SF	7865
Hard Costs	
Demolition ¹	\$ 60,000
New Parking	\$ 30,000
ADA Assesibility	\$ 20,000
Sprinkler System ²	\$ 30,000
Spray Insulation	\$ 16,000
Fire Alarm System	\$ 8,000
Restroom Sinks/Plumbing	\$ 20,000
Facility Lighting	\$ 18,000
Interior Painting	\$ 8,000
Windows ³	\$ 6,000
Carpet	\$ 10,000
New Millwork	\$ 10,000
IT Cable Tray/Wiring	\$ 8,000
Hard Costs Total	\$ 244,000
Soft Costs	
Engineering/Design	\$ 25,000
Environmental Assessment	\$ 8,000
Roof Assessment ⁴	\$ 10,000
FFE ⁵	\$ 20,000
Contingency	\$ 40,000
Soft Costs Subtotal	\$ 103,000
Total Renovation Estimate ⁶	\$ 347,000

E. Alternatives

1. Approve the request to authorize the purchase of the property located at 144 O’Neil Ct with the funds needed for the design and renovation, which totals \$757,000.
2. Do not approve the request to authorize the purchase of the properties and risk losing this property.

F. Recommendation

It is recommended that Council approve the request to purchase 144 O’Neil Ct.

Recommended by: Donald J. Simons

Department: Chief Magistrate

Date: April 7, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on funds have been included in the bond issue as stated. Approximately \$100k additional funds are included in the FY17 recommendation for building maintenance and upkeep. If any additional operating costs will be required due to the relocation of the office, the County will need to determine how those costs will be absorbed.

Procurement

Reviewed by: Christy Swofford

Date: 5-11-16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Procurement does not have an opinion on the purchase of property however will be involved in any renovations that may be necessary

Capital Projects

Reviewed by: Chad Fosnight

Date: 5/12/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of purchase and renovation costs.

Legal

Reviewed by: Elizabeth McLean

Date: 5/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Kevin Bronson

Date: 5/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



Richland County Council Request of Action

Subject:

Lower Richland Sanitary Sewer Service Project Land Acquisition/Purchase [EXECUTIVE SESSION]

May 24, 2016 - The Committee forwarded this item to Council without a recommendation.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Gardner L. Johnson
Home Address: 406 Fallen Leaf Drive
Telephone: (home) (803) 699-0023 (work) (803) 545-4265
Office Address: 1225 Lady Street P.O. Box 147 Columbia SC 29217
Email Address: gljohnson@columbiasc.net or gardner_jhnsn@yahoo.com
Educational Background: BA Political Science and MPA in Public Administration
Professional Background: HR Professional, 30 years in public/private sector, schools
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: CRC Board of Directors
Reason for interest: I believe I can provide a wealth of resources and information as well as assist the Board in various projects.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have experience in grant writing, developing policy, budgeting, training, policy administration, research, and any other capacity that is needed.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? N/A
Recommended by Council Member(s): Ray B. Gray; Henri Baskins
Hours willing to commit each month: 20-30

Community Relations Council

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.

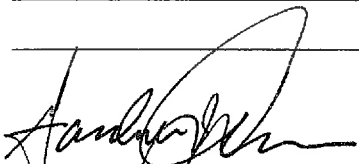
Yes _____ No ^x _____

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: _____

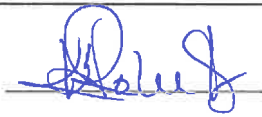

Applicant's Signature

May 5, 2016
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>5-5-16</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Employee Performance

Grievance Procedure

This procedure is adopted in accordance with the County and Municipal Employees Grievance Procedures Act, sections 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by a Regular employee that s/he has been treated unfairly, unlawfully or in violation of his/her rights under county policies, with regard to any matter pertaining to his/her employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion and demotion.

Matters involving compensation are not proper subjects for consideration under the grievance procedure except as they may apply to alleged inequities within an agency or department of the County. Employee performance appraisal ratings may not be the subject of a grievance before the grievance committee.

If a Regular employee believes that he/she has not received or been credited with or has otherwise lost benefits to which he/she is entitled, he/she must present his/her grievance in accordance with this procedure, or such wages or benefits may be forfeited.

Only Regular employees may appeal his/her grievance to the Richland County Grievance Committee. Employees in their initial probationary period of County employment may appeal up to the level of Department Head and no further in the process. Department Heads may appeal up to the Assistant County Administrator responsible for their area of operations.

An employee who feels that he/she has a grievance must follow the following procedure:

Discuss the grievance with his/her immediate Supervisor. If his/her Supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Follow the chain of command, appealing to each successive level of supervision. At each level each Supervisor will have two (2) work days to render a decision. The Supervisor has two days to review the grievance, respond to the grievance and forward to the next level of supervision in the chain of command. If a Supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.

If the Department Head in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in their initial probationary period of County employment.

Employee Performance

An employee, other than one serving an initial probationary period, may appeal to the employee grievance committee the denial of his/her grievance by the Department Head, by filing a written request for appeal with Human Resources Department. This must be done within fourteen (14) calendar days of date that the facts on which the grievance are based become known to the employee. The written request for appeal must include the purpose of the appeal and what recommendation is requested of the grievance committee.

HUMAN RESOURCES DEPARTMENT will assist the employee in preparing the appeal, if requested.

Within ten (10) days of receipt of the employee's request, the Chair of the Grievance Committee should schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and HUMAN RESOURCES DEPARTMENT.

The Employee Grievance Committee

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees



Employee Performance

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

The presiding officer will have control of the proceedings. He/She will take whatever action is necessary to ensure an equitable, orderly and expeditious hearing. Parties will abide by his/her decisions, except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.

The committee has the authority to call for files, records and papers which are pertinent to the investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the service of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents or other evidence, nor will any County employee be compelled to attend any hearing. All proceedings will be tape-recorded by the Legal Department. Witnesses, other than the grieving employee and the department representative, will be sequestered when not testifying. All witnesses will testify under oath.

All hearings will be held in executive session unless the grieving employee requests at the beginning of the hearing that it be held in open session. The official tape recording and the official minutes of all hearings will be subject to the control and disposition of County Council.

Employee Performance

Neither the grieving employee nor the department may be assisted by advisors or by attorneys during the hearing itself. The Committee may, in its discretion, request the assistance of counsel to advise the committee in dealing with any legal issues that arise in the course of considering a grievance. HUMAN RESOURCES DEPARTMENT will provide assistance in reading written materials to the committee at the request of a grieving employee.

When a grievance involves disciplinary action, the employee must receive a reasonably specific and detailed written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time twenty-four (24) hours or more before the commencement of the hearing. The department will make the first presentation.

In grievances not involving disciplinary actions, the employee must establish to the Grievance Committee that a right existed and that it was denied him/her unfairly, illegally or in violation of a County policy. The employee will make the first presentation.

In all grievances, the grieving employee and the department will each be limited to one (1) hour of initial presentation. The party required to make the first presentation will be entitled to a ten (10) minute rebuttal of the other party's presentation. The chair will appoint someone on the committee as timekeeper.

In all grievances, presentations may be oral or in writing or both and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs and other physical evidence. Presentations will be made by the grieving employee (with reading assistance from HUMAN RESOURCES DEPARTMENT, if the employee desires) and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee. While either party may request that the Committee ask certain questions of witnesses or address parties, the Committee is not required to do so.



Employee Performance

Except as provided below, within twenty (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator. After considering the Committee's findings and recommendations, the County Administrator will forward to the County Council both the Committee's findings and recommendations and his evaluation and recommendation. If the Council approves the findings and the recommendation of the Committee, a copy of the decision will be transmitted to the employee and to the head of the particular department involved along with notice that Council approved the decision. If, however, the Council disagrees in any respect with the findings or recommendation, the Council will make its own decision without further hearing, and that decision will be final. Copies of the Council decision will be transmitted to the employee and to the head of the particular department involved.



If the Administrator, in his/her sole discretion, believes that he/she is unable to give Council an objective recommendation and evaluation of the grievance, he/she will forward the Committee's findings and recommendations without adding his/her own evaluation and recommendation.

In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County government, the Committee will, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the recommendation of the Committee will be his/her decision and a copy of the decision will be communicated by the Committee to the employee. If, however, the official rejects the decision of the Committee, the official will make his/her own decision without further hearing, and that decision will be final. A copy of the Official's decision should be communicated to the employee.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an elected or appointed official to terminate any employee when the County or respective elected or appointed official considers such action to be necessary for the good of the County.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

June 3, 2016

The Blue Ribbon Committee (BRC) met on May 19, 2016. Chairman Torrey Rush and Vice Chairman Gregory Pearce are the representatives from the County Council. A copy of the PowerPoint presentation is attached.

1. The Committee received an update on the status of federal funds applied for through two state agencies for various projects that will assist with the flood recovery. They are:
 - A. **Hazard Mitigation Grant Program (HMGP)** – Seventeen (17) pre-applications were approved by SCEMD. This project list will be forthcoming in the near future to the Council for consideration to authorize County staff to proceed with the submittal of full applications.

Additional information:

 - The funds pay 75% of the project costs with a required local match of 25%.
 - The total value of all projects submitted is \$13,943,107.01
 - The federal portion is \$10,457,330.26.
 - The local match is \$3,485,776.75.
 - Full applications are due in September/October with award date sometime thereafter.
 - B. **Flood Mitigation Assistance (FMA)** – Eleven (11) properties have been submitted to the SCDNR for consideration. This is a property acquisitions program in which the property owner voluntarily participates. The eleven (11) properties applied for acquisition in this program were also included in the HMGP pre-applications and plans are to include these in the full HMGP applications.

Additional information:

 - Both FMA and HMGP pay 75% of the pre-flood assessed value if the property ownership has not been transferred since the event; there is a required local match of 25%.
 - The total value of \$1,506,304.87
 - The federal portion is \$1,129,728.63
 - The local match is \$376,576.24
 - The anticipated award date of funds is September 30, 2016.

These two items were status updates only, no action was taken.

2. Community Development Block Grant – Disaster Recovery (CDBG-DR) Project Category Priorities.

The Committee was presented with a staff recommendation of ten (10) items. After much discussion and contemplation, the Committee recommends Council accept the ten categories presented with an additional category. They are as follows (not in rank order):



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

1. Residential/Non-Residential Reconstruction/Rehabilitation/Relocation
2. Voluntary Residential Property Acquisition/Buyouts
3. Storm Water Drainage Management
4. Voluntary Non-Residential Property Acquisition/Buyouts
5. Data/Offsite IT Infrastructure*
6. Flood Studies
7. Economic Resiliency
8. Mitigation of Flood Damage to Fire Suppression Water Capacity Systems
9. Conservation Easements*
10. Public Outreach**
11. Stream Restoration and Debris Removal***

* May not be CDBG-DR eligible

** Public outreach efforts are a continuous and integral component of all project category priorities

*** Added by the Blue Ribbon Committee

Please note the Federal Register has not yet been released (as of 6/3/2016).

The Blue Ribbon Committee unanimously recommended County Council consider and approve the adoption of the eleven (11) Project Category Priorities listed above for the CDBG-DR funding. This list will serve as the guiding criteria in the development of the implementation plan, action plan and project development plan that must be submitted as part of the CDBG-DR funding process.

Richland County Blue Ribbon Committee

May 19, 2016



Agenda Overview



1. **Welcome**
2. **Update HMGP Progress**
(Hazard Mitigation Grant Program – state funds)
3. **Update FMA Progress**
(Flood Mitigation Assistance – state funds)
4. **Consideration of Initial CDBG-DR Project Categories**
(Community Development Block Grant – Disaster Recovery – federal funds)
5. **Receive Project List Input**
6. **Meeting Schedule**
 - May 19, 2016
 - June 9, 2016
 - June 23, 2016
 - July 14, 2016
 - *All meetings are scheduled on Thursdays from 2:00-4:00 PM in the 4th floor conference room at the County Administration building (2020 Hampton Street).*
7. **Other**
8. **Adjourn**

Richland County Update HMGP Projects



Top Ten HMGP Project Categories



Priority Ranking	Project Category
1	Voluntary Residential Property Acquisition/Buyouts
2	Storm Water Drainage Management/Dams
3	Housing Reconstruction/Rehabilitation
4	Voluntary Non-Residential Property Acquisition/Buyouts
5	Data/Offsite IT Infrastructure
6	Flood Studies
7	Mitigation of Flood Damage to Fire Suppression Water Capacity & Supply Systems
8	Conservation Easements
9	Public Outreach
10	Replacing County Emergency Operations Center (EOC)

HMGP Pre-Application Approved by SCEMD



Title	Description
Danbury Drive Stabilization	Increase capacity of the regional detention pond to handle the flows in the neighborhood.
Spring Valley Little Jackson Creek Stream Mitigation, Stream Restoration Regenerative Storm water Conveyance	Stabilize and improve the railroad ditch line using regenerative storm water conveyance to mitigate localized flooding.
Cary Lake Dam Hazard Mitigation	The Gills Creek Watershed Association in partnership with the Cary Lake Homeowners Association, proposes to strengthen and enhance the Cary Lake Dam by armoring the earthen portion of the dam.
Spring Lake Dam Hazard Mitigation	The Gills Creek Watershed Association in partnership with the Spring Lake Company, proposes to strengthen and enhance the Spring Lake Dam by installing a specialized turf reinforcement mat (TRM) and vegetation across the dam.
Acquisition and Demo (NON_RES_ACQ_001)	Acquire and demo nine non-residential structures that are located in the floodway and were substantially damaged.
Acquisition and Demo (NON_RES_ACQ_002)	Acquire and demo six non-residential structures that are located in the floodway and were substantially damaged.
Acquisition and Demo (RES_ACQ_002)	Acquire and demo eight homes that are clustered together, located in the special flood hazard area (floodway and flood fringe) and were substantially damaged.
Acquisition and Demo (RES_ACQ_001)	Acquire and demo seventeen homes that are clustered together, located in the special flood hazard area (floodway and flood fringe) and were substantially damaged.
Acquisition and Demo (RES_ACQ_003)	Acquire and demo twenty two homes that are clustered together, located in the special flood hazard area (floodway and flood fringe) and were substantially damaged.
Acquisition and Demo (RES_ACQ_004)	Acquire and demo sixteen homes located in the special flood hazard area (floodway and flood fringe) that were substantially damaged.
Public Awareness Campaign – Reaching the Digitally Disconnected	Richland County is proposing a project to get the word out to the “digitally disconnected.”
Culvert Improvements	Richland County conducted an extensive study of the culverts in the county and identified nine culverts that need to be increased in size to mitigate similar damages from future flooding incidents.
Eastover Storm Water Drainage Channel Improvement	There are chronic flooding that impact various areas of the Town of Eastover.
Storm Water Drainage Channel Improvement – Lower Richland County	There are three areas of chronic flooding in unincorporated Lower Richland County. This project will mitigate flooding, and improve drainage.
Lake Dogwood (aka Murry Pond) Dam Armoring	The Lake Dogwood Property Owners Association proposes to strengthen and enhance the Lake Dogwood Dam by installing a specialized turf reinforcement mat (TRM).
Piney Grove Wynn Way Detention Pond	Create a storm water dry detention basin for the Stoop Creek watershed.
Brookgreen Detention Pond	Create a storm water dry detention BMP for the Stoop Creek watershed.

HMGP Pre-applications Roll-up



Priority	Federal Share	Local Share	Projects
1	\$4,437,365.63	\$1,479,121.88	32, 33, 34, 35
2	\$3,043,126.50	\$1,014,375.50	25, 26, 28, 29, 95, 141, 142, 143, 175, 176
3	\$0.00	\$0.00	
4	\$2,826,838.13	\$942,279.37	30, 31
5	\$0.00	\$0.00	
6	\$0.00	\$0.00	
7	\$0.00	\$0.00	
8	\$0.00	\$0.00	
9	\$150,000.00	\$50,000.00	48
10	\$0.00	\$0.00	
Totals	\$10,457,330.26	\$3,485,776.75	

Richland County Update FMA Project



Flood Mitigation Assistance (FMA)



- Applications have been submitted for residential properties that met the criteria for eligibility. These properties were also submitted for and approved for HMGP pre-applications.
- The deadline was May 13, 2016.
- Applications for residential acquisitions have been submitted. These total \$1,125,000. The local match is \$375,000.
- This activity supports the First Priority Ranking, Voluntary Residential Property Acquisition/Buyouts, of the Top Ten HMGP Project Categories.
- If and when one of the programs approves funding, the request to the other agency will be withdrawn.

Richland County CDBG-DR Project Categories



CDBG-DR Project Category Priorities

****ACTION REQUESTED****



1. Residential/Non-Residential Reconstruction/Rehabilitation/Relocation
2. Voluntary Residential Property Acquisition/Buyouts
3. Storm Water Drainage Management
4. Voluntary Non-Residential Property Acquisition/Buyouts
5. Data/Offsite IT Infrastructure**
6. Flood Studies
7. Economic Resiliency
8. Mitigation of Flood Damage to Fire Suppression Water Capacity Systems
9. Conservation Easements**
10. *Public Outreach

* Please note public outreach efforts are a continuous and integral component of all Project Category Priorities.

**May not be CDBG-DR eligible

Richland County Receive Project List Input



Next Steps



Sheltered Market Cap (\$250k → \$500k)

What is an Affirmative Procurement Initiative? An Affirmative Procurement Initiative refers to any procurement tool to enhance contracting opportunities for SLBE / Emerging SLBE firms including: bonding / insurance waivers; bid incentives; price preferences; **sheltered market**; mandatory subcontracting; competitive business development demonstration projects; and SLBE evaluation preference points in the scoring of proposal evaluations.

Affirmative Procurement Initiatives may be used to enhance SLBE and Emerging SLBE contract participation. Affirmative procurement initiatives are utilized on a case-by-case basis.

What is a Sheltered Market? A Sheltered Market is an Affirmative Procurement Initiative designed to set aside a County contract for bidding exclusively among SLBE firms.

Has Richland County used the Sheltered Market Affirmative Procurement Initiative since the implementation of the SLBE Ordinance? Yes. Richland County has approved four (4) contracts under the Sheltered Market program. (Jouster Street Dirt Road Paving; and 3 Sidewalk Packages) Contract values ranged from \$74,775.00 - \$144,264.00.

What is being proposed? Council Members and staff have heard from SLBE business owners, the National Association of Minority Contractors, and others that they wish for Council to increase the Sheltered Market Contract Cap from \$250,000 (per our SLBE ordinance) to \$500,000. By doing so, SLBE's will have the opportunity to bid on larger contracts; potentially increase profit margins; and gain valuable experience on larger projects (ie, resume building for SCDOT projects). Staff recommends approval of this item.

This revision, if recommended for approval, will require an ordinance amendment (three readings and a public hearing). Please find below an excerpt from the County's SLBE Ordinance as it relates to the proposed Sheltered Market revision.

Sheltered Market:

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of ~~\$250,000~~ \$500,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; DIVISION 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; SECTION 2-644, AFFIRMATIVE PROCUREMENT INITIATIVES FOR ENHANCING SLBE AND EMERGING SLBE CONTRACT PARTICIPATION; SUBPARAGRAPH 5; SO AS TO INCREASE THE CONTRACT VALUE FOR SHELTERED MARKETS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Sec. 2-644, Affirmative procurement initiatives for enhancing SLBE and emerging SLBE contract participation; Subsection (5); is hereby amended to read as follows:

(5) *Sheltered market.*

a. The director of procurement and the appropriate county contracting officer may select certain contracts which have a contract value of ~~two~~ five hundred ~~fifty~~ thousand (~~\$250,000~~ \$500,000) dollars or less for award to a SLBE or a joint venture with a SLBE through the sheltered market program. Similarly, the director of procurement and the appropriate county contracting officer may select certain contracts that have a value of fifty thousand (\$50,000) dollars or less for award to an emerging SLBE firm through the sheltered market program.

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 _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

Michelle Onley
Assistant Clerk of Council

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

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2061
Fax: (803) 576-2136

May 9, 2015

Via Certified Mail, Return Receipt Requested and Email

Mr. Dan Dennis
President
Dennis Corporation
1800 Huger Street
Columbia, SC 29201

Re: Notice of Default and Other Notices: Program Management Agreement, Dirt Road Paving Team Contract

Dear Mr. Dennis,

As Contract Management Officer and on behalf of Richland County ("the County"), I am notifying you of a default by Dennis Corporation ("Dennis") of Dennis' obligations under the May 7, 2015 Program Management Agreement between Richland County and Dennis Corporation ("the Agreement.") This letter also provides other notices to Dennis regarding contractual matters as outlined below.

AGREEMENT DEFAULT NOTICE-DELIVERABLES

Dennis has materially breached the Agreement and is in default of the Agreement pursuant to Section XII.B.1 for the reasons stated below.

1. Quality Assurance and Quality Control Plan.

Dennis is obligated by the Agreement to provide a Quality Assurance and Quality Control Plan ("QA/QC Plan.") The purpose of a QA/QC Plan is to protect the accuracy and reliability of construction plans. Thus, the QA/QC Plan is an essential deliverable under the Agreement. The QA/QC Plan requirement is in Exhibit A to the Agreement, the "Scope of Work" for the Agreement. Exhibit A in Task 1 initially lists the QA/QC Plan at the bottom of page 3 and the top of page 4 as a "Deliverable" for Dennis as "6. Approved Quality Management Plan." Thereafter, Exhibit A, Task 4, Subsection 11 (page 19) specifies the QA/QC Plan requirements. Task 4, Item 11 states: "Contractors shall develop a QA/QC protocol, from the Contractor's existing quality control procedures, for use in the development of construction plans and specifications to ensure all personnel understand their roles and implement procedures to guarantee quality projects." It further states: "The QA/QC Team will implement and enforce the

quality control plan which will be job specific. Additionally, the QA/QC Team will perform independent reviews of the plans prior to the construction phase.”

The lack of a QA/QC Plan is evident from the quality of work provided by Dennis to date. On April 1, 2016 you indicated via email (attached as Exhibit 1) that final plans for five roads would be provided to the County. Dennis’ engineer of record did submit plans on April 1st, but these plans did not fully address the County’s plan review comments. In addition, these plans were not signed and sealed final construction plans, and as such could not be advertised for construction. This lack of quality demonstrates Dennis is not following any QA/QC Plan as directed contractually. The County alerted Dennis of this issue on April 13, 2016, but to date the County has not received final construction plans for these five roads. Dennis has stated in its latest schedule (which is addressed separately in this letter) that the completed construction plans for these five roads will be delivered by the end of May, 2016. However, without a QA/QC Plan in place and approved by the County, there can be no approval by the County of any final construction plans provided by Dennis under the Agreement, including those Dennis is scheduled to deliver by the end of May, 2016.

Therefore, Dennis is advised that it is in default of the Agreement by its failure to provide the County the contractually required QA/QC Plan. Beyond the submission of a QA/QC Plan for approval, the County expects from Dennis a direct response of how Dennis provided any preliminary plans without a QA/QC Plan, how Dennis will address QA/QC control going forward, and, of course, the submission by Dennis to the County of a formal QA/QC Plan. The QA/QC Plan must be submitted to the County in time for the County to review the QA/QC Plan before County’s review of the five roadway plans due from Dennis at the end of May, 2016. Failure of Dennis to cure this default would result in a rejection of any final construction plans for County review submitted by Dennis.

2. Replacement of Dennis’ Project Manager.

The Agreement at Section XV.H.4(b) names Frank Hribar as one of two “Key supervisory personnel.” In effect, Mr. Hribar acted as the “Project Manager” for Dennis to coordinate the fulfillment of Dennis’ obligations under the Agreement. (Mr. Dan Dennis is the other listed person for “key supervisory personnel” but Dennis has not actively assumed the role of the Project Manager position.) On March 24, 2016 Dennis proposed replacing Mr. Hribar as Project Manager with a new individual. Pursuant to Section XV.H.9 of the Agreement, the County has the right to determine if any employee of Dennis is “objectionable.” Given the importance of the Project Manager position, on April 13, 2016 the County directed Dennis Corporation to submit an SF 330 (the industry equivalent to a resume) to ensure the proposed Project Manager had adequate experience in transportation project management. The SF 330 for the proposed Project Manager was submitted to the County on April 15, 2016, and although it illustrated that the proposed Project Manager had project management experience for capital projects, it did not illustrate adequate experience in transportation project management. The SF 330 therefore did not illustrate that the proposed Project Manager had enough experience from the County’s standpoint for this position, and so this Dennis employee is deemed objectionable by the County for that position based on the information provided to the County. I do note that the County requested additional information for this candidate’s SF 330 from Dennis, and Dennis has

provided additional information just recently which the County is in the process of reviewing. The County will advise Dennis whether or not the new information on the Project Manager candidate cures this default.

3. Submission of existing microstation design files and survey data.

The County has repeatedly requested that Dennis submit to the County survey data and existing microstation design files for all projects. This request has previously been made in an effort to expedite review of submittals from Dennis Corporation, but this information has never been provided.

In summary, Dennis must cure the three above-stated defaults under the Agreement within 21 days or the County reserves the right to terminate the Agreement with cause pursuant to Section XII.B.1.a.

AGREEMENT DEFAULT NOTICE-SLBE PROGRAM

Exhibit H of the Agreement identifies Dennis' SLBE subcontractor utilization goal. Exhibit H designated 50% of the Services would be performed by Dennis' SLBE subcontractors, but up to this point very little work has been provided to them. Based on the most recent invoice received from Dennis, Dennis has itself completed 85% of all Services invoiced today. Thus, to date SLBE participation is only 15%, far short of the 50% requirement in the Agreement. See Exhibit 2.

Therefore, Dennis is in breach of Section XIV.A.6.b.(1) and (3) of the Agreement by failing to meet its SLBE Representations. Pursuant to Section XIV.A.6, Dennis must submit a Corrective Action Plan as defined in the Agreement to the County within 14 days of the Letter. The County expects the Corrective Action Plan to illustrate how Dennis will achieve its 50% SLBE goal.

Finally, the County is informed that not all of Dennis' subcontractors are certified as SLBE's in the field of work Dennis has indicated they will perform. This would also be a breach of Section XIV of the Agreement as these SLBE subcontractors must be certified as SLBE's in the field of work Dennis intends for them to perform.

CONTRACTOR EVALUATION NOTICE

Section XV, paragraph R. of the Agreement provides for an evaluation by the County of Dennis on a semi-annual basis. This written evaluation was performed by the County, and the written evaluation was provided to Dennis on March 3, 2016. The evaluation included a section for Dennis to comment should it choose as well as a signature line. See Exhibit 3. To date this evaluation has not been signed and returned by Dennis. Whether or not Dennis chooses to comment, the County requires that Dennis provide its signature on the evaluation and return it to the County.

NOTICE REGARDING FINAL APPROVAL OF PROGRAM SCHEDULE

As you know, there has been considerable slippage in the schedule for the Services provided by Dennis over the last several months. Dennis's initial schedule dated June 18, 2015 (see Exhibit 4) indicated final construction plans (PS&E 100% Submission) would begin arriving at the County September 30, 2015 and continue to be submitted through December 29, 2015 for the first 66 roads assigned. To date, the County has yet to receive any final construction plans from Dennis. In addition, the most recent schedule submitted April 22, 2016 (see Exhibit 5) shows the first set of final construction plans now will begin arriving at the County in May of 2016 and subsequent sets of final construction plans will be continued to be submitted through the third quarter of 2016. This illustrates a nine month delay from Dennis' initial schedule with no discernable justification for such delay. Attached please find multiple e-mails where the County has noted its concern with schedule slippage. See Exhibit 6.

Therefore, the County directs that Dennis to adhere to the schedule it provided the County in the April 22, 2016 monthly coordination meeting between the County and Dennis. This is the final Schedule that will be approved by the County, and no further schedule changes will be approved by the County absent a valid Claim for an extension of time by Dennis as provided in the Agreement. Any non-excused slippage in the schedule will be considered by the County to be a material breach of Section I.C.2 and Section XV.P.1 of the Agreement.

FINAL COUNTY NOTICE RE GEOTECHNICAL TESTING ISSUE

Finally, this correspondence shall also serve as the County's final determination of Dennis' request for geotechnical testing to be a reimbursable expense. The lump sum fee for individual road design includes the geotechnical testing, but Dennis has requested additional payment for such testing as a reimbursable expense. That geotechnical testing is not a Reimbursable Expense is expressly stated in the Agreement's Scope of Work Exhibit A under Task 4, paragraph 5. In addition, per Section XI.B of the Agreement, Dennis was to submit a Claim within seven days after the conclusion of the event giving rise to such Claim. The County and Dennis met to discuss this request on December 10, 2015 and March 24, 2016. At both meetings, the County reminded Dennis Corporation of the Claim provisions included in the Agreement and that if Dennis wished to submit a Claim, it would be required to follow the Claim provisions of this Agreement. However, Dennis failed to file a Claim within the prescribed seven day period, and as such the County considers this matter resolved.

CONCLUSION

The County expects that Dennis, as it promised in Section I.C.1 of the Agreement, to be the County's "trusted advisor as to the development of the DPR Program, program management, and the Services." However, the above stated issues and Dennis's material breach and default of the stated provisions of the Agreement are not consistent with the promise Dennis made to the County and the citizens of Richland County. The County sincerely hopes all items identified in this letter will be cured swiftly so that the Dirt Road Paving Program can be swiftly delivered for those residents that are eagerly awaiting it.

Sincerely,



Rob Perry, P.E.
Director of Transportation
Richland County Government

Cc: Tony McDonald, County Administrator
Larry Smith, Esq., County Attorney
Christy Swofford, Assistant Director of Procurement
Robert Coble, Esq.

Exhibit 1

From: [Dennis, Dan](#)
To: [Rob Perry](#)
Cc: [Hines, Matt](#); [Margle, Tom](#)
Subject: Plans Update
Date: Friday, April 01, 2016 8:34:34 AM

Rob,

Final plans are being loaded on the FTP site today for:

1. Jeter Street
2. Howard Coogler Road
3. Ollie Dailey Road

4. Ken Webber Road

5. Tuck Court

London Avenue and Della Mae Court finals plans will be complete next week.

Sincerely,

Dan

Begin forwarded message:

From: "Dennis, Dan" <ddennis@denniscorporation.com>
Date: March 18, 2016 at 4:52:57 PM EDT
To: 'Rob Perry' <PerryR@rcgov.us>
Subject: Question

Rob,

Our schedule is to have all of the 95% comments addressed and final plans sent to your office no later than 3/31/16 for the following six roads.

1. Della Mae Court
2. Jeter Street
3. Howard Coogler Road
4. Ollie Dailey Road
5. Ken Webber Road
6. London Avenue

Sincerely,

Dan

-----Original Message-----

From: Rob Perry [<mailto:PerryR@rcgov.us>]
Sent: Thursday, March 17, 2016 9:07 PM
To: Dennis, Dan
Subject: Re: Question

Dan,

I'd be happy to meet and hope you and the family are well.
I've seen emails from Chris requesting the status of some of the items listed below along with the status of submitting final construction plans for the roads that we could bid if we had them, but haven't seen a response from your end. Before setting up a meeting I would like to first know when we will be receiving those final construction plans.

I'm free early next week so let me know. I do agree that a meeting would probably be prudent.

Take care,

Rob

Rob Perry, P.E.

Director of Transportation

Richland County Government

Office: (803) 576-1526

www.RichlandPenny.com

On Mar 17, 2016, at 2:43 PM, Dennis, Dan
<ddennis@denniscorporation.com> wrote:

Rob,

Hope you are doing well.

Do you have time to meet to discuss the following?

1. Geotech issue
2. SLBE issue
3. Replacement for Frank

Sincerely,

Dan

Exhibit 2

Combined LNTP and NTP	
Business Name	Total Payments to Date
DENNIS CORPORATION	\$1,141,963.15
J. B. LADNER & ASSOCIATES, LLC	\$70,330.19
MIZZELL & ASSOCIATES, LLC	\$11,080.00
P.J. NOBLE & ASSOCIATES	\$100,010.37
STRATEGIC BUSINESS POLITICS	\$7,520.00
THE TOLLESON LIMITED COMPANY	\$2,440.00

Data as of Invoice #10 for period from February 1-29, 2016

Exhibit 3

**RICHLAND COUNTY GOVERNMENT
TRANSPORTATION PROGRAM
Semi- Annual
(May 7, 2015 and Feb 29, 2016)
Contractor Performance Evaluation**

Contractor Name:	Dirt Road Paving Team
Contractor Program Manager's Name:	Dan Dennis
Vendor and Contract Number:	V007335 and B1501160/CPS16017
Contract Description:	Dirt Road Paving Team services as defined in scope.
Project Activities Being Evaluated:	Program Management, Project Management, Public Involvement, Design Services
Time Period of Evaluation:	5-30-2015 to 2-29-2016
Evaluation Number:	1

Performance Criteria	Performance Weight	Performance Score (*)	Weighted Score
Meeting Schedule Milestones (1)	15%	2	30
Quality of Service(2)	20%	2	40
Responsiveness (3)	15%	4	60
Subcontractor Utilization (4)	15%	1	15
Budget and Contract Modification Request (5)	15%	3	45
County satisfaction	20%	2.5	25
Community Relations (6)		4	40
Total	100%		255

Performance Assessment	Score
Consistently Exceeds Expectations	5
Occasionally Exceeds Expectations	4
Consistently Meets Expectations	3
Occasionally Fails to Meet Expectations	2
Consistently Fails to Meet Expectations	1

Signature Area

Contract Manager: <u>Chris Gossett</u>	Contractor: _____
Signature: _____	Signature: _____
Date: <u>3-2-2016</u>	Date: _____

Evaluation comments are to be included after page 1

**RICHLAND COUNTY GOVERNMENT
TRANSPORTATION PROGRAM
Semi- Annual
(May 7, 2015 and Feb 29, 2016)
Contractor Performance Evaluation**

Contract Management Officer Review Comments:

Criteria 1: Meeting Scheduled Milestones

Meets or Exceeds	The DRPT has done a good job in managing all Public Involvement/Outreach meetings,
	Jouster Street Paving Project and the general start up of the program.
Needs Improvement	Completing design plans on schedule. Projected schedules have continued to be further and further
	out. Latest scheduled for final plans was pushed from November to February.
Recommended Corrective Actions	Ensure workload is not underestimated during schedule development so schedule reflects
	more achievable and realistic goals. Utilize SLBE design firm shown in proposal to help with meeting schedules.

Criteria 2: Quality of Service

Meets or Exceeds	The DRPT has done quality work with public involvement/outreach, customer service and
	attending county meetings when necessary.
Needs Improvement	Preparing accurate invoices, providing DFR meeting minutes, providing accurate Consent/Denial
	database, providing program database, using a more consistent design format for each project.
	Appearing to not be performing initial project scoping reviews. Plans appear to be rushed at DFR phase.
	Many of the same issues on multi set of plans that should be fixed with internal review process
Recommended Corrective Action	Review invoices to insure accuracy prior to submittal. Prepare meeting minutes for each DFR held.
	Perform internal review of projects, invoices, plans and databases prior to submittal.

RICHLAND COUNTY GOVERNMENT
TRANSPORTATION PROGRAM
 Semi- Annual
 (May 7, 2015 and Feb 29, 2016)
Contractor Performance Evaluation

Contract Management Officer Review Comments:

Criteria 3: Responsiveness

Meets or Exceeds	All members of DRPT have been excellent in their responsiveness.
Needs Improvement	None
Recommended Corrective Actions	N/A

Criteria 4: Subcontractor Utilization

Meets or Exceeds	
Needs Improvement	DRPT is not meeting the goals as set in Exhibit H of DRPT contract for subconsultant utilization.
Recommended Corrective Actions	Continue to monitor subcontractor utilization to ensure contractual goals are met and if not justified.
	Adjust distribution of work to better utilize all SLBEs to meet expected goals moving forward.

**RICHLAND COUNTY GOVERNMENT
TRANSPORTATION PROGRAM
Semi- Annual
(May 7, 2015 and Feb 29, 2016)
Contractor Performance Evaluation**

Contract Management Officer Review Comments:

Criteria 5: Budget and Contract Modifications

Meets or Exceeds	The DRPT has done a good job in remaining within budget during this period.
Needs Improvement	Pay more attention to detail on reimbursements, several times during this rating period there were errors on invoices that had to be corrected - same error/issue several months in a row.
Recommended Corrective Actions	Ensure invoices are reviewed by Project Manager prior to submitting for payment.

Criteria 6: (A) County Satisfaction & (B) Community Relations

(A) County Satisfaction

Meets or Exceeds	
Needs Improvement	This evaluation identifies numerous areas for improvement to include: meeting prescribed schedules for plan submittals, having adequate quality control procedures to make directed revisions in a timely logical manner, and engaging subcontractors in work activities as expressed contractually.
Recommended Corrective Actions	For improvement the DRPT should plan accordingly to submit quality material to support projects within the program. Develop a plan for internal review of all documents prior to submittal to ensure quality standards and schedules are met.

RICHLAND COUNTY GOVERNMENT
TRANSPORTATION PROGRAM
 Semi- Annual
 (May 7, 2015 and Feb 29, 2016)
Contractor Performance Evaluation

Contract Management Officer Review Comments:

(B) Community Relations

Meets or Exceeds	The DRPT has done a good job in Public Involvement and Outreach.
Needs Improvement	None
Recommended Corrective Actions	N/A

Exhibit 6

From: [Dennis, Dan](#)
To: [Rob Perry](#)
Cc: [Chris Gossett](#); [Hines, Matt](#)
Subject: Key Supervisory Personnel Change
Date: Monday, February 08, 2016 5:01:38 PM

Rob,

Status of roads that do not require ROW is below. Thanks.

Dan

From: Hines, Matt
Sent: Monday, February 08, 2016 4:55 PM
To: Dennis, Dan
Cc: Johnston, Mark
Subject: RE: Key Supervisory Personnel Change

Dan,

There are 6 that don't require ROW (1 was removed after DFR). Two are submitted, one was completed Sunday and I am performing final review before submittal today or tomorrow. Two are being revised by David and Al, and the sixth is in production and will be submitted within the next week or so. These, in addition to the other submittals discussed in the January meeting, will be submitted prior to the 23rd meeting.

Thanks,
Matt

Matt Hines
Direct - 803-227-8558
Mobile - 803-360-5685
mhines@denniscorporation.com

From: Dennis, Dan
Sent: Monday, February 08, 2016 4:50 PM
To: Hines, Matt
Cc: Johnston, Mark
Subject: FW: Key Supervisory Personnel Change

Matt,

What is the status of the roads Rob mentions below?

Dan

From: Rob Perry [<mailto:PerryR@rcgov.us>]
Sent: Monday, February 08, 2016 4:49 PM
To: Johnston, Mark
Cc: Dennis, Dan; CHERYL PATRICK; Chris Gossett
Subject: RE: Key Supervisory Personnel Change

Thank you for bringing this to our attention Mark.

I have copied our Procurement Director, Ms. Patrick, to ensure her situational awareness and will follow-up as needed on this change if necessary.

Dan: We have a Dirt Road Committee Meeting scheduled for February 23rd at 4:00 PM. Please ensure you are there, and ready to provide an update on the status of the projects. In particular, during the last meeting Frank indicated the County would receive construction plans for around seven roads that didn't require right of way acquisition by the end of January. I would expect Ms. Dixon to inquire about the status of those plans. It would be in everyone's best interest for those final construction plans to have been submitted to the County prior to the 23rd if not sooner so that we can get them rolled into a bid document.

Feel free to call if we need to talk.

Rob

Rob Perry, P.E.
Director of Transportation
Richland County Government



P.O. Box 192
Columbia, SC 29202
Email: PerryR@rcgov.us
Office Phone: (803) 576-1526
www.RichlandPenny.com

From: Johnston, Mark [<mailto:mjohnston@denniscorporation.com>]

Sent: Monday, February 08, 2016 4:36 PM
To: Rob Perry; LARRY SMITH
Cc: 'Frannie Heizer (fheizer@mcnair.net)'; Dennis, Dan
Subject: Key Supervisory Personnel Change

Dear Mr. Perry:

Mr. Frank Hribar's last day of employment with Dennis Corporation will be Friday, February 19, 2016. I respectfully request that you remove Frank as a Key Supervisory Personnel listed on page 43, Paragraph H, Sub-paragraph 4 as defined under Section XV General Provisions in our contract.

Mr. Dan Dennis PE, PLS, also defined as a Key Supervisory Personnel, will assume all of Mr. Hribar's responsibilities immediately. This is Dennis Corporation's most important project in the history of our firm and we value the relationships we have built with you and your staff. Because of the importance and magnitude of this contract, Dan felt that he step in immediately to ensure continued success.

We thank you for the opportunity you have given Dennis Corporation and we look forward to our continued relationship.

Mark Johnston, MCP
Operations



1800 Huger St.
Columbia, SC 29201
Phone: 803.252.0991
Mobile: 803.530.8874
Fax: 803.733.6787
www.denniscorporation.com

From: [Rob Perry](#)
To: [Dennis, Dan](#)
Subject: Re: Question
Date: Saturday, March 19, 2016 1:18:26 PM

Dan,

Thanks for the response and update. I'm free to meet next Thursday afternoon or next Friday. Or we could catch up at the engineer's conference too if you are going to be there.

Just let me know.

Rob

Rob Perry, P.E.
Director of Transportation
Richland County Government

Office: (803) 576-1526
Email: PerryR@rcgov.us

> On Mar 18, 2016, at 4:55 PM, Dennis, Dan <ddennis@denniscorporation.com> wrote:

>

> Rob,

>

> Our schedule is to have all of the 95% comments addressed and final plans sent to your office no later than 3/31/16 for the following six roads.

>

> 1. Della Mae Court

> 2. Jeter Street

> 3. Howard Coogler Road

> 4. Ollie Dailey Road

> 5. Ken Webber Road

> 6. London Avenue

>

>

> Sincerely,

>

> Dan

>

>

>

> -----Original Message-----

> From: Rob Perry [<mailto:PerryR@rcgov.us>]

> Sent: Thursday, March 17, 2016 9:07 PM

> To: Dennis, Dan

> Subject: Re: Question

>

> Dan,

>

> I'd be happy to meet and hope you and the family are well.

>

> I've seen emails from Chris requesting the status of some of the items listed below along with the status of submitting final construction plans for the roads that we could bid if we had them, but haven't seen a response from your end. Before setting up a meeting I would like to first know when we will be receiving those final construction

plans.

>

> I'm free early next week so let me know. I do agree that a meeting would probably be prudent.

>

> Take care,

>

> Rob

>

> Rob Perry, P.E.

> Director of Transportation

> Richland County Government

>

> Office: (803) 576-1526

> www.RichlandPenny.com

>

>> On Mar 17, 2016, at 2:43 PM, Dennis, Dan <ddennis@denniscorporation.com> wrote:

>>

>> Rob,

>>

>> Hope you are doing well.

>>

>> Do you have time to meet to discuss the following?

>>

>> 1. Geotech issue

>> 2. SLBE issue

>> 3. Replacement for Frank

>>

>> Sincerely,

>>

>> Dan

>>

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>>

>>



DRP Performance Evaluation Meeting
Richland Penny Office – May 5, 2016 @ 11:00 am

Purpose: A meeting was held between Dirt Road Paving Team (DRPT) and Richland County staff to discuss performance evaluation in accordance with the Dirt Paving Contract.

Attendees:

Richland County: Rob Perry, Tony Edwards, Chris Gossett

DRPT: Tom Margle, Mark Johnston, Matt Hines, Clarence Hill

Discussion Topics:

Criteria 1: Meeting Scheduled Milestones

- Chris Gossett stated that the first schedule received from the DRPT dated 6-18-2016 stated construction plans would be submitted on 9-30-2015. Each schedule received after that has continually showed the construction submittal date being pushed out month after month. DRPT has been under contract for 1 year and no final construction plans have been delivered for construction to date. The intent was not to finish roads by phase.
- Tom Margle acknowledged finishing plans by road and not by phase and DRPT has plans to address this moving forward. Will possibly use Tolleson Lmtd to help meet schedules.
- Rob Perry stated that in November 2015 Frank Hribar provided a list of 7 roads that did not require any new right of way which could be fast-tracked for construction and submitted by January 2016. To date, none of those plans have been submitted, and no explanation as to why. He further reiterated the County has all along wanted final construction plans as quickly as possible to deliver to construction, and do not accept the continuous slide in schedule. This is why the evaluation score for this criterion was less than meets expectation.
- Matt Hines stated that original schedules showed packages to distribute work evenly throughout all council districts and not for potential construction package submittals.
- Tony Edwards stated that the Construction Entrance Detail that was questioned by DPW can be referenced by a note on plan sheets and spelled out in the special provisions.

Criteria 2: Quality of Service

- Chris Gossett stated reviews are averaging 30 or so per road, and comments should be caught by an internal QA/QC review process prior to submittal.
- Matt Hines stated that there was a misunderstanding with direction from Frank Hribar on the 7 fast-tracked roads that would not require a 65% submittal and only require 95% and final plan submittal.
- Tom Margle stated that the review process has changed and very few things will go out with and additional review.



- Tony Edwards stated that DFR meeting minutes were never provided but after discussion and to not hold up DRPT it was agreed to use the red lines from the DFR. Matt stated minutes were never requested. Tom questioned whether DFR minutes are deliverables. Tony questioned how you track what was discussed at DFRs if no record of what was discussed is taken forward for the next review. The contract scope of work states under task 4, section 4 (DFR review), paragraph p that the Contractor will submit the preliminary plans to the County along with a request to schedule the DFR. Following the field review, the Contractor will provide a summary of field revisions to the County for concurrence. The County will provide the Contractor any additional comments. In addition, paragraph q. states Preliminary Plans shall be approved after all comments and field revisions have been addressed.
- Tom Margle requested quality score be reevaluated and increased to address quantity reviews that may have been premature to review request phase. Gossett stated the County unwilling to reevaluate because the quantity comments were valid and the design team was failing expectations which matched the score.

Criteria 3: Responsiveness

- Tom Margle asked for a reevaluation of the score, since DRPT received excellent in the write up to accompany it. Rob and Chris stated in their opinion occasionally exceeds expectations for this evaluation criteria was as high as was justified, and excellent responsiveness was an expectation.

Criteria 4: Subcontractor Utilization

- It was stated that this be discussed during the following SLBE meeting.

Criteria 5: Budget and Contract Modification

- County is felt the team met expectations, but still saw room for improvement in invoicing, but acknowledged it had improved since this evaluation period. The expectation is the score for this criterion would increase next period if the DRPT continued this task as of late.

Criteria 6: (A) County Satisfaction & (B) Community Relations

- Reference discussion under quality. In general all agreed if the DRPT realized higher scores for the first 5 criteria then these scores would be higher also.

Richland County Dirt Road Paving Program INITIAL DRPT SCHEDULE SUBMITTED JUNE 19, 2015

	Road	District	GIS Length	Termini		Survey Scheduled / Complete	A: Survey (10%) Submittal	B: DFR (30%) Submittal	C: DFR Field Visit	D: ROW (65%) Submittal	F: Final (95%) Submittal	H: PS&E (100%) Submittal
Package 1	Della Mae Court	2	1,416	Campground Rd	End	6/4/2015	6/12/2015	6/17/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Minger Road	2	702	US-321	Gate near address 219	6/5/2015	6/12/2015	6/16/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Sassafras Road	7	1,241	S-1282	Wild Turkey Road	6/7/2015	6/12/2015	6/16/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Net Dean Road	2	2,170	Elgin Rd	Smyrna Church Road	6/9/2015	6/12/2015	6/16/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Westchester Avenue	9	1,123	Lockman Rd	Vallenga Rd	6/11/2015	6/12/2015	6/17/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Jilda Drive	7	505	Southern Portion From Longtown Road	Olga Road	6/8/2015	6/12/2015	6/16/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Rockafella Lane	7	1,455	Sloan Road	End	6/7/2015	6/12/2015	6/17/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
	Ashbury Street	7	1,578	Mt. Pilgrim Church Rd	Bruce Street	6/10/2015	6/12/2015	6/17/2015	6/22/2015	7/13/2015	9/10/2015	9/30/2015
Package 2	La Brew Drive South	2	1,057	Dubard Boyle Rd	Avocet Court	6/11/2015	6/16/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Archer Avenue	9	2,005	Gibbs Rd	Rt Turn to County Line	6/14-6/27	6/19/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Tuck Court	9	1,225	Big John Rd	Archer Ave	6/14-6/27	6/19/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Hattie Road	7	423	S-330	Dakota Street	6/12/2015	6/20/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Valerie Road	7	1,516	S-330	End	6/17/2015	6/20/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Jeter Street	7	356	End of SCDOT Maint (paved)	End	6/10/2015	6/18/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Larger Street	7	1,933	S-330	End	6/13/2015	6/23/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
	Spring Creek Road	10	3,082	Screaming Eagle Rd	County Line	6/14-6/27	6/26/2015	7/1/2015	7/8/2015	7/29/2015	9/25/2015	10/15/2015
Package 3	Bettys Lane	2	599	Zimalcrest Drive	End	6/14-6/27	6/27/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	W Miriam Avenue	4	217	Unpaved Section Thru Utility Easement	B/W Revelstoke and Mountain Drive	6/14-6/27	6/27/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Crest Street	4	167	Loop at	Ridgewood Park	6/14-6/27	6/27/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Amenity Court	1	246	East-West	Portion	6/21-7/4	6/27/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Cabin Cove Road	1	251	Ellett Road	Driveway Intersections	6/21-7/4	6/27/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Miller Road	1	244	Jessie Derrick Road	Hollingshed Road	6/21-7/4	6/30/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Peachtree Drive	1	393	Pasa Fino Dr	Moses Hall Dr (driveway)	6/21-7/4	6/30/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
	Howard Coogler Road	1	2,818	Western Lane	End	6/21-7/4	6/30/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015
Jasper Lykes Lane	2	648	Lykes Lane	End	6/21-7/4	7/6/2015	7/9/2015	7/16/2015	8/6/2015	10/5/2015	10/26/2015	
Package 4	Robert McKenzie Road	10	2,610	Garners Ferry	Private Property Sign	6/21-7/4	6/26/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Kingsman Road	10	976	McCords Ferry	Driveway Split at End	6/21-7/4	7/3/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Cyrus Weston Road	11	183	St Matthew Church Rd	Past Driveway	6/21-7/4	7/3/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Tucker Town Court	10	298	Tucker Town Road	End	6/21-7/4	7/4/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Billie Jacobs Road	11	537	Past Pond Arch Rd	E-W Portion to Left Turn	July	7/10/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Rosa Wilson Road	11	940	Governor Heyward Rd	Road Turns Right at driveway intersection and continues 400 feet to last home	July	7/10/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Taylor Arch Road	10	918	St Marks Road	End	July	7/11/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Jackson Road	10	475	St Marks Road	Nathan Ridge Lane	July	7/11/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
	Nathan Ridge Lane	10	1,809	Jackson Road	St Marks Road	July	7/14/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015
Sandhill Estates Road	10	1,540	Sandhill Rd	Road is maintained to 120 feet past curve	July	7/17/2015	7/23/2015	7/30/2015	8/20/2015	10/19/2015	11/9/2015	
Package 5	Deloach Drive	11	335	Alma Road	Joiner Road	July	7/14/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
	Pringle Road	11	427	Pepper Street	Peyton Road	July	7/18/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
	Medlin Road	10	659	Pineview Drive	End	July	7/18/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
	Bluff Oaks Road	10	438	Bluff Road	Last House	July	7/21/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
	Hastings Aly	10	551	Olympia Avenue	Hamrick Avenue	July	7/21/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015

Richland County Dirt Road Paving Program

	Jim Addy Road	1	573	US 176	Dan Comalander Road	July	7/25/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
	Ralph Counts Drive	1	769	Ralph Counts Road	End	July	7/25/2015	8/6/2015	8/13/2015	9/3/2015	11/2/2015	11/23/2015
Package 6	Lillie Rosa Circle	10	889	ZC Clarkson Road	ZC Clarkson Road	July	7/28/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	S Perkins Road	10	1,592	Goodwin Road	Goodwin Road	July	7/28/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Goodwin Way	10	1,597	Goodwin Road	End	July	8/1/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Dry Branch Way	10	4,123	Weston Road	Dry Branch Road	July	8/1/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Old Palmetto Circle	10	1,986	Congaree Road	Gadsden Community Center Road	August	8/4/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Roosevelt Road	7	442	Wakefield Road	Lincoln Road	August	8/4/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Lincoln Road	7	686	Roosevelt Road	Sharpe Road	August	8/8/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	S Hask Jacobs Road	7	877	Existing Pavement	Thru Rt Turn to Last House	August	8/8/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	New Hope Drive	7	1,131	Marthan Road	Marthan Road	August	8/11/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
	Twin Ponds Road	2	1,999	N Pines Road	Jacobs Road	August	8/11/2015	8/20/2015	8/27/2015	9/17/2015	11/16/2015	12/7/2015
Package 7	Paul Road	2	612	Loner Road	Blythewood Road	August	8/15/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Lacaya Road	2	1,533	Muller Road	End	August	8/15/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Doretha Lane	10	1,127	Martin Luther King Blvd	Thru Rt Turn to Last House	August	8/18/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Country Place Lane	10	1,152	Lost John Road	End	August	8/18/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Wood Cone Trail	10	1,574	Martin Luther King Blvd	End	August	8/22/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Willow Wind Road	10	3,239	Old Hopkins Road	Existing Pavement	August	8/22/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Saddlemount Drive	11	452	Horrell Hill Road	Existing Pavement	August	8/25/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
	Archie Road	11	895	Blue Johnson Road	End	August	8/25/2015	9/3/2015	9/10/2015	10/1/2015	11/30/2015	12/21/2015
Package 8	Shady Grove Church Road	1	423	Shady Grove Road	Saint Johns Road	August	8/25/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015
	Thelma Hicks Road	1	631	Kennerly Road	Driveway Splits past Utility Pole	August	8/29/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015
	Ollie Dailey Road	1	974	Kennerly Road	Ollie Dailey Court	August	8/29/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015
	Mrs Mack's Road	1	1,159	Kennerly Road	End	August	9/1/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015
	Sid Eargle Road	1	1,519	Freshly Mill Road	End	August	9/1/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015
	Ken Webber Road	1	1,772	Freshly Mill Road	End	August	9/5/2015	9/17/2015	9/24/2015	10/15/2015	12/9/2015	12/29/2015

Richland County Dirt Road Paving Program LATEST APPROVED SCHEDULE--APRIL 22, 2016

Road	District	Termini		Survey Scheduled / Complete	A: Survey Base Map Submitted 10% Complete	B: Preliminary (DFR) Plans Submitted	C: DFR Field Visit	D: ROW Plans Submittal	F: Final Plans Submittal	H: PS&E (100%) Submittal
Tuck Court	9	Big John Rd	Archer Ave	6/19/2015	6/29/2015	7/1/2015	7/8/2015	10/2/2015	2/19/2016	May-2016
Howard Coogler Road	1	Western Lane	End	7/7/2015	7/9/2015	7/14/2015	7/16/2015	2/2/2016	2/19/2016	May-2016
Jeter Street	7	END OF SCDOT MAINT (paved)	End	6/10/2015	6/18/2015	7/1/2015	7/8/2015	2/2/2016	2/19/2016	May-2016
Della Mae Court	2	Campground Rd	End	6/4/2015	6/12/2015	6/17/2015	6/22/2015	2/19/2016	2/19/2016	May-2016
London Avenue	2	Broad River Road	End	10/16/2015	11/17/2015	11/18/2015	11/19/2015	2/19/2016	2/19/2016	May-2016
Ken Webber Road	1	Freshly Mill Road	End	9/21/2015	9/23/2015	9/23/2015	9/24/2015	2/19/2016	2/19/2016	May-2016
Ollie Dailey Road	1	Kennerly Road	Ollie Dailey Court	9/9/2015	9/23/2015	9/23/2015	9/24/2015	2/19/2016	2/19/2016	May-2016
Net Dean Road	2	Elgin Rd	Smyrna Church Road	6/9/2015	6/12/2015	6/16/2015	6/22/2015	2/24/2016	May-2016	May-2016
Sassafras Road	7	S-1282	Wild Turkey Road	6/7/2015	6/12/2015	6/16/2015	6/22/2015	9/28/2015	May-2016	May-2016
Westchester Avenue	9	Lockman Rd	Vallenga Rd	6/11/2015	6/12/2015	6/17/2015	6/22/2015	9/28/2015	May-2016	May-2016
La Brew Drive South	2	Dubard Boyle Rd	Avocet Court	6/11/2015	6/16/2015	7/1/2015	7/8/2015	9/29/2015	May-2016	May-2016
Minger Road	2	US-321	Gate near address 219	6/5/2015	6/12/2015	6/16/2015	6/22/2015	10/1/2015	May-2016	May-2016
Archer Avenue	9	Gibbs Rd	Rt Turn to County Line	6/24/2015	6/29/2015	7/1/2015	7/8/2015	10/1/2015	May-2016	May-2016
Deloach Drive	11	Alma Road	Joiner Road	7/15/2015	8/13/2015	8/13/2015	8/14/2015	2/26/2016	May-2016	Jun-2016
Jim Addy Road	1	US 176	Dan Comalander Road	7/28/2015	8/13/2015	8/13/2015	8/14/2015	2/26/2016	May-2016	Jun-2016
Lacaya Road	2	Muller Road	End	8/28/2015	9/10/2015	9/10/2015	9/11/2015	2/26/2016	May-2016	Jun-2016
Larger Street	7	S-330	End	6/13/2015	6/29/2015	7/1/2015	7/8/2015	3/30/2016	Jun-2016	Q3-2016
Rosa Wilson Road	11	Governor Heyward Rd	Road turns right at driveway intersection and	7/20/2015	7/29/2015	7/28/2015	7/29/2015	3/31/2016	Jun-2016	Q3-2016
Pringle Road	11	Pepper Street	Peyton Road	7/22/2015	8/13/2015	8/13/2015	8/14/2015	3/31/2016	Jun-2016	Q3-2016
Old Palmetto Circle	10	Congaree Road	Gadsden Community Center Road	8/13/2015	8/26/2015	8/24/2015	8/27/2015	3/31/2016	Jun-2016	Q3-2016
S Hask Jacobs Road	7	Existing Pavement	Thru Rt Turn to Last House	8/20/2015	8/31/2015	9/2/2015	9/3/2015	3/31/2016	Jun-2016	Q3-2016
New Hope Drive	7	Marthan Road	Marthan Road	8/20/2015	8/31/2015	9/2/2015	9/3/2015	3/31/2016	Jun-2016	Q3-2016
Paul Road	2	Loner Road	Blythewood Road	8/21/2015	9/8/2015	9/10/2015	9/11/2015	3/31/2016	Jun-2016	Q3-2016
Twin Ponds Road	2	N Pines Road	Jacobs Road	8/26/2015	8/31/2015	9/1/2015	9/3/2015	Apr-2016	Jun-2016	Q3-2016
Ashbury Street	7	Mt. Pilgrim Church Rd	Bruce Street	6/10/2015	6/12/2015	6/17/2015	6/22/2015	Apr-2016	Jun-2016	Q3-2016
Spring Creek Road	10	Screaming Eagle Rd	County Line	6/28/2015	6/30/2015	7/9/2015	7/8/2015	Apr-2016	Q3-2016	Q3-2016
Kingsman Road	10	McCords Ferry	Driveway Split at End	7/11/2015	7/29/2015	7/28/2015	7/29/2015	May-2016	Q3-2016	Q3-2016
Cyrus Weston Road	11	St Matthew Church Rd	Past Driveway	7/11/2015	7/29/2015	7/28/2015	7/29/2015	May-2016	Q3-2016	Q3-2016
Jasper Lykes Lane	2	Lykes Lane	End	7/8/2015	7/9/2015	7/13/2015	7/16/2015	May-2016	Q3-2016	Q3-2016
Medlin Road	10	Pineview Drive	End	7/24/2015	8/13/2015	8/13/2015	8/14/2015	May-2016	Q3-2016	Q3-2016
Bluff Oaks Road	10	Bluff Road	Last House	7/24/2015	8/13/2015	8/13/2015	8/14/2015	May-2016	Q3-2016	Q3-2016
Dry Branch Way	10	Weston Road	Dry Branch Road	8/15/2015	8/26/2015	8/24/2015	8/27/2015	May-2016	Q3-2016	Q3-2016
Elton Walker Road	2	Sandfield Road	Cul-de-Sac	10/12/2015	11/4/2015	11/6/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Entzminger Road	2	Wilson Blvd	Thru Curve	10/13/2015	11/16/2015	11/16/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Wages Road	2	N Hask Jacobs	End	10/13/2015	11/12/2015	11/17/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Dawning Lane	7	Flora Drive	End	10/19/2015	11/16/2015	11/16/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Suber Road	2	Piney Woods Road	Lexington County	10/19/2015	11/11/2015	11/12/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Goffman Road	10	EOP @ 1120 Goffman Rd	Screaming Eagle Road Extension	11/18/2015	2/23/2016	2/11/2016	2/11/2016	May-2016	Q3-2016	Q3-2016
Robert James Road	10	Mendenhall Road ???	End	11/19/2015	2/23/2016	2/11/2016	2/11/2016	May-2016	Q3-2016	Q3-2016

Richland County Dirt Road Paving Program

Smithcreek Road	10	McCords Ferry Road	Fork @ 167 Smithcreek Rd	11/20/2015	2/23/2016	2/11/2016	2/11/2016	May-2016	Q3-2016	Q3-2016
Ravenbrook Road	10	Community Pond Road (Eastern Section of Ravenbrook)	Curve Past 220 Ravenbrook Rd	11/23/2015	2/23/2016	2/11/2016	2/11/2016	May-2016	Q3-2016	Q3-2016
House Road	10	Hollifield Road	EOP - 129 House Road	11/24/2015	2/23/2016	2/18/2016	2/18/2016	May-2016	Q3-2016	Q3-2016
Anderson Street	10	Henry Street	McKenzie Street	11/30/2015	2/23/2016	2/18/2016	2/18/2016	May-2016	Q3-2016	Q3-2016
S Scott Road	10	Saint Marks Road	S Ceder Creek Road	12/3/2015	2/23/2016	2/18/2016	2/18/2016	May-2016	Q3-2016	Q3-2016
Smith-Myers Road	10	Bluff Road	Dry Branch Road	12/4/2015	2/23/2016	2/18/2016	2/18/2016	May-2016	Q3-2016	Q3-2016
Sara Matthews Road	7	Monitcello Rd	Edge Existing Pavement	1/21/2016	2/23/2016	2/18/2016	2/18/2016	May-2016	Q3-2016	Q3-2016
Rockafella Lane	7	Sloan Road	End	6/7/2015	6/12/2015	6/17/2015	6/22/2015	Jun-2016	Q3-2016	Q3-2016
Jilda Drive	7	Southern Portion From Longtown Road	Olga Road	6/8/2015	6/12/2015	6/16/2015	6/22/2015	Jun-2016	Q3-2016	Q3-2016
Bettys Lane	2	Zimalcrest Drive	End	6/24/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Shadowmist Lane	2	Smyrna Church Road	Kershaw County (Thru 260 Shadowmist)	10/8/2015	11/4/2015	11/6/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Billie Jacobs Road	11	Past Pond Arch Rd	E-W Portion to Left Turn	7/29/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
W Miriam Avenue	4	Unpaved Section Thru Utility Easement	B/W Revelstoke and Mountain Drive	6/24/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Tucker Town Court	10	Tucker Town Road	End	7/9/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Robert McKenzie Road	10	Garners Ferry	Private Property Sign	7/10/2015	7/29/2015	7/23/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Taylor Arch Road	10	St Marks Road	End	7/11/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Jackson Road	10	St Marks Road	Nathan Ridge Lane	7/11/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Nathan Ridge Lane	10	Jackson Road	St Marks Road	7/14/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Sandhill Estates Road	10	Sandhill Rd	Road is maintained to 120 feet past curve	7/31/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
Hastings Aly	10	Olympia Avenue	Hamrick Avenue	7/31/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
Nassau Drive	9	Lockman Road	Valenga Road	10/2/2015	10/30/2015	11/18/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Hattie Road	7	S-330	Dakota Street	6/12/2015	6/18/2015	7/1/2015	7/8/2015	Jun-2016	Q3-2016	Q3-2016
Valarie Road	7	S-330	End	6/17/2015	6/29/2015	7/1/2015	7/8/2015	Jun-2016	Q3-2016	Q3-2016
Roosevelt Road	7	Wakefield Road	Lincoln Road	8/14/2015	8/26/2015	8/24/2015	8/27/2015	Jun-2016	Q3-2016	Q3-2016
Lincoln Road	7	Roosevelt Road	Sharpe Road	8/18/2015	8/26/2015	8/24/2015	8/27/2015	Jun-2016	Q3-2016	Q3-2016
Cabin Cove Road	1	Ellett Road	Driveway Intersections	6/26/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Miller Road	1	Jessie Derrick Road	Hollingshed Road	6/28/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Peachtree Drive	1	Pasa Fino Dr	Moses Hall Dr (driveway)	6/28/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Amenity Court	1	East-West	Portion	6/29/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Shady Grove Church Road	1	Shady Grove Road	Saint Johns Road	9/3/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Thelma Hicks Road	1	Kennerly Road	Driveway Splits past Utility Pole	9/4/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Mrs Mack's Road	1	Kennerly Road	End	9/9/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Sid Eargle Road	1	Freshly Mill Road	End	9/14/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Manus Road	1	Sunrise Point	End	9/19/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Eastview Drive	1	Irmo Community Park	Lexington County	9/21/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Haven Circle	1	Summer Haven Drive	Johnson Marina Rd	9/25/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Summer Haven Drive	1	Johnson Marina Rd	End	9/25/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Julian Addy Circle	1	Eleazer Rd	Eleazer Rd	9/26/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016

Richland County Dirt Road Paving Program

Pebble Shore Road	1	Marina Road	120 Pebble Shore Road	9/28/2015	10/1/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Cadia Drive	3	Two Notch Road	Across RR Tracks	9/30/2015	10/13/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Hall Street	3	Varn Street	End	9/30/2015	10/13/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Meadow Lane	11	Lake Dogwood Cir S	End	11/4/2015	1/23/2016	1/23/2016	1/21/2016	Jun-2016	Q3-2016	Q3-2016
SE Sedgewood Drive	11	Roland Creek Road	Dirt Road Around Pond	11/5/2015	1/23/2016	1/23/2016	1/21/2016	Jun-2016	Q3-2016	Q3-2016
Rocky Road	11	EOP off Old Leesburg Road	End	11/6/2015	1/23/2016	1/23/2016	1/21/2016	Q3-2016	Q3-2016	Q3-2016
Grant Road	11	Padgett Road	Thru Left Driveway to 141 Grant Road	11/11/2015	1/23/2016	1/23/2016	1/21/2016	Q3-2016	Q3-2016	Q3-2016
Willa Drive	11	Trotter Road	Curve at 112/116 Willa Drive	11/11/2015	1/23/2016	1/23/2016	1/21/2016	Q3-2016	Q3-2016	Q3-2016
Youngs Chapel Church Road	5	Saluda River Road	Right Curve to Driveway	11/12/2015	1/23/2016	1/23/2016	1/21/2016	Q3-2016	Q3-2016	Q3-2016
Lillie Rosa Circle	10	ZC Clarkson Road	ZC Clarkson Road	8/3/2015	8/26/2015	8/24/2015	8/27/2015	Q3-2016	Q3-2016	Q3-2016
Goodwin Way	10	Goodwin Road	End	8/5/2015	8/31/2015	9/2/2015	9/3/2015	Q3-2016	Q3-2016	Q3-2016
S Perkins Road	10	Goodwin Road	Goodwin Road	8/7/2015	8/31/2015	9/2/2015	9/3/2015	Q3-2016	Q3-2016	Q3-2016
Doretha Lane	10	Martin Luther King Blvd	Thru Rt Turn to Last House	8/13/2015	9/10/2015	9/10/2015	9/11/2015	Q3-2016	Q3-2016	Q3-2016
Wood Cone Trail	10	Martin Luther King Blvd	End	8/20/2015	9/9/2015	9/10/2015	9/11/2015	Q3-2016	Q3-2016	Q3-2016
Country Place Lane	10	Lost John Road	End	8/27/2015	9/10/2015	9/10/2015	9/11/2015	Q3-2016	Q3-2016	Q3-2016
Saddlemount Drive	11	Horrell Hill Road	Existing Pavement	9/2/2015	9/8/2015	9/10/2015	9/11/2015	Q3-2016	Q3-2016	Q3-2016
Amick Drive	1	1065 Amick Drive	1069 Amick Drive	9/19/2015	9/29/2015	10/28/2015	10/29/2015	Q3-2016	Q3-2016	Q3-2016
Normandy Road	5	Skyland Drive	Left Curve to Driveway	11/13/2015	1/23/2016	1/23/2016	1/21/2016	Q3-2016	Q3-2016	Q3-2016
Calvin Mays Road	10	Cabin Creek Road	End	10/21/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Old Creek Road	10	Lower Richland Blvd	End of Straightaway	10/23/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Barberville Loop	10	Lower Richland Blvd	Old Creek Road	10/23/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Gene Drive	10	Lower Richland Blvd	End	10/23/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Mary Street	10	Harlem Street	Fork / Turn Around	10/26/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Mickens Road	10	Bluff Road	Curve	10/26/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Frasier Street	10	Bluff Road	Walcott Street	10/29/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Ehrlich Street	10	Shop Road	Andrews Road	10/30/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Sulton Johnson Road	10	Lower Richland Blvd	Past 180 Sulton Johnson Road	11/3/2015	12/17/2015	12/17/2015	12/18/2015	Q3-2016	Q3-2016	Q3-2016
Crest Street	4	Loop at	Ridgewood Park	6/25/2015	6/30/2015	7/9/2015	7/16/2015			
Archie Road	11	Blue Johnson Road	End	9/2/2015	9/8/2015	9/10/2015	9/11/2015			
Summer Crest Road	7	Hardscrabble Rd	EOP	10/15/2015	11/18/2015	11/13/2015	11/19/2015			
Ralph Counts Drive	1	Ralph Counts Road	End							
Willow Wind Road	10	Old Hopkins Road	Existing Pavement							

Richland County Dirt Road Paving Program

NTP May 7, 2015

As of 5/26/2016

REJECTED SCHEDULE SUBMITTED BY DRPT--MAY, 26, 2016

Road	District	Termini		Survey Scheduled / Complete	A: Survey Base Map Submitted 10% Complete	B: Preliminary (DFR) Plans Submitted	C: DFR Field Visit	D: ROW Plans Submittal	F: Final Plans Submittal	H: PS&E (100%) Submittal
Tuck Court	9	Big John Rd	Archer Ave	6/19/2015	6/29/2015	7/1/2015	7/8/2015	10/2/2015	2/19/2016	May-2016
Howard Coogler Road	1	Western Lane	End	7/7/2015	7/9/2015	7/14/2015	7/16/2015	2/2/2016	2/19/2016	May-2016
Jeter Street	7	End of SCDOT Maint	End	6/10/2015	6/18/2015	7/1/2015	7/8/2015	2/2/2016	2/19/2016	May-2016
Della Mae Court	2	Campground Rd	End	6/4/2015	6/12/2015	6/17/2015	6/22/2015	2/19/2016	2/19/2016	Jun-2016
London Avenue	2	Broad River Road	End	10/16/2015	11/17/2015	11/18/2015	11/19/2015	2/19/2016	2/19/2016	Jun-2016
Ken Webber Road	1	Freshly Mill Road	End	9/21/2015	9/23/2015	9/23/2015	9/24/2015	2/19/2016	2/19/2016	May-2016
Ollie Dailey Road	1	Kennerly Road	Ollie Dailey Court	9/9/2015	9/23/2015	9/23/2015	9/24/2015	2/19/2016	2/19/2016	May-2016
Sassafras Road	7	S-1282	Wild Turkey Road	6/7/2015	6/12/2015	6/16/2015	6/22/2015	9/28/2015	May-2016	Jun-2016
Westchester Avenue	9	Lockman Rd	Vallenga Rd	6/11/2015	6/12/2015	6/17/2015	6/22/2015	9/28/2015	May-2016	Jun-2016
La Brew Drive South	2	Dubard Boyle Rd	Avocet Court	6/11/2015	6/16/2015	7/1/2015	7/8/2015	9/29/2015	May-2016	Jun-2016
Minger Road	2	US-321	Gate near address 219	6/5/2015	6/12/2015	6/16/2015	6/22/2015	10/1/2015	May-2016	Jun-2016
Archer Avenue	9	Gibbs Rd	Rt Turn to County Line	6/24/2015	6/29/2015	7/1/2015	7/8/2015	10/1/2015	May-2016	Jun-2016
Net Dean Road	2	Elgin Rd	Smyrna Church Road	6/9/2015	6/12/2015	6/16/2015	6/22/2015	2/24/2016	Q3-2016	Q3-2016
Deloach Drive	11	Alma Road	Joiner Road	7/15/2015	8/13/2015	8/13/2015	8/14/2015	2/26/2016	Q3-2016	Q3-2016
Jim Addy Road	1	US 176	Dan Comalander Road	7/28/2015	8/13/2015	8/13/2015	8/14/2015	2/26/2016	Q3-2016	Q3-2016
Lacaya Road	2	Muller Road	End	8/28/2015	9/10/2015	9/10/2015	9/11/2015	2/26/2016	Q3-2016	Q3-2016
Larger Street	7	S-330	End	6/13/2015	6/29/2015	7/1/2015	7/8/2015	3/30/2016	Q3-2016	Q3-2016
Rosa Wilson Road	11	Governor Heyward Rd	Road Turns Right at	7/20/2015	7/29/2015	7/28/2015	7/29/2015	3/31/2016	Q3-2016	Q3-2016
Pringle Road	11	Pepper Street	Peyton Road	7/22/2015	8/13/2015	8/13/2015	8/14/2015	3/31/2016	Q3-2016	Q3-2016
Old Palmetto Circle	10	Congaree Road	Gadsden Community Center Road	8/13/2015	8/26/2015	8/24/2015	8/27/2015	3/31/2016	Q3-2016	Q3-2016
S Hask Jacobs Road	7	Existing Pavement	Thru Rt Turn to Last House	8/20/2015	8/31/2015	9/2/2015	9/3/2015	3/31/2016	Q3-2016	Q3-2016
New Hope Drive	7	Marthan Road	Marthan Road	8/20/2015	8/31/2015	9/2/2015	9/3/2015	3/31/2016	Q3-2016	Q3-2016
Paul Road	2	Loner Road	Blythewood Road	8/21/2015	9/8/2015	9/10/2015	9/11/2015	3/31/2016	Q3-2016	Q3-2016
Twin Ponds Road	2	N Pines Road	Jacobs Road	8/26/2015	8/31/2015	9/1/2015	9/3/2015	Jun-2016	Q3-2016	Q3-2016
Ashbury Street	7	Mt. Pilgrim Church Rd	Bruce Street	6/10/2015	6/12/2015	6/17/2015	6/22/2015	May-2016	Q3-2016	Q3-2016
Spring Creek Road	10	Screaming Eagle Rd	County Line	6/28/2015	6/30/2015	7/9/2015	7/8/2015	May-2016	Q3-2016	Q3-2016
Kingsman Road	10	McCords Ferry	Driveway Split at End	7/11/2015	7/29/2015	7/28/2015	7/29/2015	May-2016	Q3-2016	Q3-2016
Cyrus Weston Road	11	St Matthew Church Rd	Past Driveway	7/11/2015	7/29/2015	7/28/2015	7/29/2015	May-2016	Q3-2016	Q3-2016
Jasper Lykes Lane	2	Lykes Lane	End	7/8/2015	7/9/2015	7/13/2015	7/16/2015	May-2016	Q3-2016	Q3-2016
Medlin Road	10	Pineview Drive	End	7/24/2015	8/13/2015	8/13/2015	8/14/2015	May-2016	Q3-2016	Q3-2016
Bluff Oaks Road	10	Bluff Road	Last House	7/24/2015	8/13/2015	8/13/2015	8/14/2015	May-2016	Q3-2016	Q3-2016
Dry Branch Way	10	Weston Road	Dry Branch Road	8/15/2015	8/26/2015	8/24/2015	8/27/2015	Jun-2016	Q3-2016	Q3-2016
Elton Walker Road	2	Sandfield Road	Cul-de-Sac	10/12/2015	11/4/2015	11/6/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Entzinger Road	2	Wilson Blvd	Thru Curve	10/13/2015	11/16/2015	11/16/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Wages Road	2	N Hask Jacobs	End	10/13/2015	11/12/2015	11/17/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Dawning Lane	7	Flora Drive	End	10/19/2015	11/16/2015	11/16/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Suber Road	2	Piney Woods Road	Lexington County	10/19/2015	11/11/2015	11/12/2015	11/19/2015	May-2016	Q3-2016	Q3-2016
Goffman Road	10	EOP @ 1120 Goffman Rd	Screaming Eagle Road Extension	11/18/2015	2/23/2016	2/11/2016	2/11/2016	Jun-2016	Q3-2016	Q3-2016
Robert James Road	10	Mendenhall Road ???	End	11/19/2015	2/23/2016	2/11/2016	2/11/2016	Jun-2016	Q3-2016	Q3-2016
Smithcreek Road	10	McCords Ferry Road	Fork @ 167 Smithcreek Rd	11/20/2015	2/23/2016	2/11/2016	2/11/2016	Jun-2016	Q3-2016	Q3-2016
Ravenbrook Road	10	Community Pond Road (Eastern Section of Ravenbrook)	Curve Past 220 Ravenbrook Rd	11/23/2015	2/23/2016	2/11/2016	2/11/2016	Jun-2016	Q3-2016	Q3-2016
House Road	10	Hollifield Road	EOP - 129 House Road	11/24/2015	2/23/2016	2/18/2016	2/18/2016	Jun-2016	Q3-2016	Q3-2016
Anderson Street	10	Henry Street	McKenzie Street	11/30/2015	2/23/2016	2/18/2016	2/18/2016	Jun-2016	Q3-2016	Q3-2016
S Scott Road	10	Saint Marks Road	S Ceder Creek Road	12/3/2015	2/23/2016	2/18/2016	2/18/2016	Jun-2016	Q3-2016	Q3-2016
Smith-Myers Road	10	Bluff Road	Dry Branch Road	12/4/2015	2/23/2016	2/18/2016	2/18/2016	Jun-2016	Q3-2016	Q3-2016
Sara Matthews Road	7	Monitcello Rd	Edge Existing Pavement	1/21/2016	2/23/2016	2/18/2016	2/18/2016	Jun-2016	Q3-2016	Q3-2016
Rockafella Lane	7	Sloan Road	End	6/7/2015	6/12/2015	6/17/2015	6/22/2015	Jun-2016	Q3-2016	Q3-2016
Jilda Drive	7	Southern Portion From Longtown Road	Olga Road	6/8/2015	6/12/2015	6/16/2015	6/22/2015	Jun-2016	Q3-2016	Q3-2016
Bettys Lane	2	Zimalcrest Drive	End	6/24/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Shadowmist Lane	2	Smyrna Church Road	Kershaw County (Thru	10/8/2015	11/4/2015	11/6/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Billie Jacobs Road	11	Past Pond Arch Rd	E-W Portion to Left Turn	7/29/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
W Miriam Avenue	4	Unpaved Section Thru Utility Easement	B/W Revelstoke and Mountain Drive	6/24/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Tucker Town Court	10	Tucker Town Road	End	7/9/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Robert McKenzie Road	10	Garners Ferry	Private Property Sign	7/10/2015	7/29/2015	7/23/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Taylor Arch Road	10	St Marks Road	End	7/11/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Jackson Road	10	St Marks Road	Nathan Ridge Lane	7/11/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Nathan Ridge Lane	10	Jackson Road	St Marks Road	7/14/2015	7/29/2015	7/28/2015	7/29/2015	Jun-2016	Q3-2016	Q3-2016
Sandhill Estates Road	10	Sandhill Rd	Road is maintained to 120 feet past curve	7/31/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
Hastings Aly	10	Olymbia Avenue	Hamrick Avenue	7/31/2015	8/13/2015	8/13/2015	8/14/2015	Jun-2016	Q3-2016	Q3-2016
Nassau Drive	9	Lockman Road	Valenga Road	10/2/2015	10/30/2015	11/18/2015	11/19/2015	Jun-2016	Q3-2016	Q3-2016
Hattie Road	7	S-330	Dakota Street	6/12/2015	6/18/2015	7/1/2015	7/8/2015	Jun-2016	Q3-2016	Q3-2016
Valarie Road	7	S-330	End	6/17/2015	6/29/2015	7/1/2015	7/8/2015	Jun-2016	Q3-2016	Q3-2016
Roosevelt Road	7	Wakefield Road	Lincoln Road	8/14/2015	8/26/2015	8/24/2015	8/27/2015	Jun-2016	Q3-2016	Q3-2016
Lincoln Road	7	Roosevelt Road	Sharpe Road	8/18/2015	8/26/2015	8/24/2015	8/27/2015	Jun-2016	Q3-2016	Q3-2016
Cabin Cove Road	1	Ellett Road	Driveway Intersections	6/26/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Miller Road	1	Jessie Derrick Road	Hollingshed Road	6/28/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Peachtree Drive	1	Pasa Fino Dr	Moses Hall Dr (driveway)	6/28/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Amenity Court	1	East-West	Portion	6/29/2015	6/30/2015	7/9/2015	7/16/2015	Jun-2016	Q3-2016	Q3-2016
Shady Grove Church Road	1	Shady Grove Road	Saint Johns Road	9/3/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Thelma Hicks Road	1	Kennerly Road	Driveway Splits past Utility Pole	9/4/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Mrs Mack's Road	1	Kennerly Road	End	9/9/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Sid Earle Road	1	Freshly Mill Road	End	9/14/2015	9/23/2015	9/23/2015	9/24/2015	Jun-2016	Q3-2016	Q3-2016
Manus Road	1	Sunrise Point	End	9/19/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Eastview Drive	1	Irmo Community Park	Lexington County	9/21/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Haven Circle	1	Summer Haven Drive	Johnson Marina Rd	9/25/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Summer Haven Drive	1	Johnson Marina Rd	End	9/25/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Julian Addy Circle	1	Eleazer Rd	Eleazer Rd	9/26/2015	9/29/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Pebble Shore Road	1	Marina Road	120 Pebble Shore Road	9/28/2015	10/1/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Cadia Drive	3	Two Notch Road	Across RR Tracks	9/30/2015	10/13/2015	10/28/2015	10/29/2015	Jun-2016	Q3-2016	Q3-2016
Hall Street	3	Varn Street	End	9/30/2015	10/13/2015	10/28/2015	10/29/2015			

Standard Plan Highlights

The following are changes that an employee will experience by electing the Standard Plan:

1. Higher out-of-pocket medical costs

	<u>Buy Up (Current)</u>	<u>Standard (New)</u>
A. Increased deductible	\$500	\$1,000
B. Increased copays	\$20/\$35	\$35/\$45
C. Increased out-of-pocket maximum	\$2,000/\$4,000	\$4,000/\$5,500
D. Lower coinsurance	80%	70%

2. Higher out-of-pocket prescription drug costs

	<u>Buy Up (Current)</u>	<u>Standard (New)</u>
A. Increased copays	Tier I - \$10 Tier II - \$35 Tier III - \$55	Tier I - \$20 Tier II - \$50 Tier III - \$75 Tier IV – 30% coinsurance (\$75 min/\$150 max)
B. Added 4 th Tier for specialty drugs (originally was part of Tier III)		
C. Includes Step Therapy – a prior authorization program which requires you to try the most cost-effective and appropriate medications before more expensive brand name medications are approved for coverage.		
D. Value Drug Plan – excludes two drug classes that have over-the-counter alternatives. <ul style="list-style-type: none"> i. Allergy (i.e. Zyrtec, Allegra, Claritin, etc) ii. Heartburn/Ulcer (i.e. Nexium, Prilosec, Zantac, etc) 		
E. Excludes lifestyle drugs (i.e. smoking cessation, erectile dysfunction)		

Employee Contributions
Dual Option Plan (Option 1)

Premiums with Wellness Incentive

Coverage Tier	Buy Up Plan		Standard Plan	
	Per Month	Per Pay Period	Per Month	Per Pay Period
Employee Only	\$78.08	\$39.04	\$0	\$0
Employee + Spouse	\$627.68	\$313.84	\$518.69	\$259.35
Employee + Child(ren)	\$330.37	\$165.19	\$252.58	\$126.29
Employee + Family	\$845.81	\$422.91	\$713.98	\$356.99

Premiums without Wellness Incentive

Coverage Tier	Buy Up Plan		Standard Plan	
	Per Month	Per Pay Period	Per Month	Per Pay Period
Employee Only	\$128.08	\$64.04	\$50.00	\$25.00
Employee + Spouse	\$677.68	\$338.84	\$568.69	\$284.35
Employee + Child(ren)	\$380.37	\$190.18	\$302.58	\$151.29
Employee + Family	\$895.81	\$447.91	\$763.98	\$381.99