



**RICHLAND COUNTY COUNCIL
SPECIAL CALLED MEETING AGENDA**

**JULY 28, 2015
7:15 PM**

CALL TO ORDER **THE HONORABLE TORREY RUSH, CHAIR**

INVOCATION **THE HONORABLE JOYCE DICKERSON**

PLEDGE OF ALLEGIANCE **THE HONORABLE JOYCE DICKERSON**

Approval Of Minutes

1. Regular Session: July 21, 2015 [PAGES 6-14]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

2. a. Sports Arena Project Contractual Matter

Citizen's Input

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

Report Of The County Administrator

Report Of The Clerk Of Council

4. a. 37th Annual Jubilee: Festival of Heritage, September 19th, Mann-Simons Site, 1403 Richland Street

Report Of The Chairman

5. a. Personnel Matter

Third Reading Items

6. An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space

at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor [PAGES 19-35]

Second Reading Items

7. An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, Third Floor [PAGES 36-37]

Report Of Development And Services Committee

8. Creation of a new Chapter entitled "Vector Control" and creation of the Department of Vector Control [PAGES 38-47]
9. Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake [PAGES 48-50]
10. Public Works - Intergovernmental Agreement with the Town of Eastover [PAGES 51-57]
11. Building Codes & Inspections Department - Intergovernmental Agreement between Richland County and the Town of Eastover Intergovernmental Agreement between Richland County and the Town of Eastover [PAGES 58-66]

Report Of Administration And Finance Committee

12. Lease Agreement; Warehouse for Richland Library during Capital Program [PAGES 67-80]
13. Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data [PAGES 81-88]
14. Solid Waste Roll Carts Contract [PAGES 89-124]
15. Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match [PAGES 125-127]
16. Approval of FY 15-16 Budgets within the FY 15-16 Annual Action for Community Development Department Federal Funds [PAGES 128-131]
17. Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000 [PAGES 132-134]
18. Bond Issuance – 2015 [PAGES 135-174]
19. Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance [PAGES 175-188]
20. General Contractor Services for New Coroner's Facility [PAGES 189-195]
21. Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge

[PAGES 196-206]

22. Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge **[PAGES 207-213]**
23. Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices **[PAGES 214-217]**
24. Relocation of Sheriff Training Division **[PAGES 218-221]**

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

25. a. Accommodations Tax - 1 (Applicant must have a background in the Cultural Industry)
- b. Business Service Center Appeals Board - 1 (Applicant must be a CPA)
- c. Building Codes Board of Appeals - 1 (Applicant must be an Electrician)
- d. Employee Grievance Committee - 1 (Applicant must be an employee of Richland County)
- e. Hospitality Tax Committee - 3 (2 of the applicants must be from the Restaurant Industry)
- f. Internal Audit Committee - 1 (Applicant must be a CPA)
- g. Midlands Regional Convention Center Authority - 1 (Applicant must have a background in the Hotel Industry)
- h. Procurement Review Panel - 2 (Applicant must be from the Service Industry)

2. Notification Of Appointments

26. Richland Library Board - 4: **[PAGES 223-256]**
 - a. Ray Borders Gray
 - b. Betty J. Hines
 - c. Betty L. Gregory
 - d. James "Jamie" Shadd, III
 - e. Jonathan P. Lee
 - f. Katherine Swartz Hilton
 - g. Martina D. Mitchell

h. Diana Pollard McCauley

i. Cheryl English

27. East Richland Public Service Commission - 2 [PAGES 257-264]

a. Yves Naar

b. Robert D. Murphy

3. **Discussion From Rules And Appointments Committee**

28. a. CMRTA Board Terms [PAGE 266]

b. Changes to FOIA regarding Agenda [PAGE 267]

c. I move that Council record non-electronic roll call voting for all final votes that are not unanimous for third reading or one time votes; and which are not merely procedural in nature [MANNING, MALINOWSKI, DICKERSON AND JETER]

Other Items

29. **REPORT OF THE DIRT ROAD AD HOC COMMITTEE: [PAGES 268-277]**

a. Connectivity Paving

Citizen's Input

30. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

31. a. 80th Anniversary of Social Security Act [JACKSON]

b. Hunger Awareness and Action Month [DIXON]

c. Authorize the Administrator to negotiate and execute an extension of the agreement with Comprehensive Business Consultants, LLC, with services not to extend beyond December 31, 2015 [WASHINGTON]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: July 21, 2015 [**PAGES 6-14**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

July 21, 2015
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 6:01 PM

INVOCATION

The Invocation was led by Chaplain Carnell Johnson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter

PRESENTATION OF RESOLUTION

- a. **Americans with Disabilities Act 25th Anniversary Proclamation [PEARCE]** – Mr. Pearce presented the proclamation to representatives of ABLE South Carolina.
- b. **Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year [MALINOWSKI]** – Mr. Malinowski presented the resolution to Chaplain Carnell Johnson.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson thanked Council and the Clerk's Office for their assistance with the resolution honoring the nine victims of the Charleston church shooting.

APPROVAL OF MINUTES

Regular Session: July 7, 2015 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Daniel Driggers
Tracy Hegler
Larry Smith
Geo Price
Sparty Hammett
Warren Harley
Dwight Hanna
Beverly Harris
Michelle Onley
Monique McDaniels
Kimberly Roberts
Amelia Linder
John Hixon
Chad Fosnight
Chris Gossett
Rob Perry
Tony Edwards
Brandon Madden
Roxanne Ancheta
Laura Renwick
Cheryl Patrick

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Water Park Evaluation Committee Recommendation**
- b. **An Ordinance Authorizing a lease to Columbia Area Mental Health for ____ sq. ft. of space at 2000 Hampton Street, ___ Floor**

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

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

REPORT OF THE CLERK OF COUNCIL

REMINDER: Special Called Meeting – July 28, 2015 – Ms. McDaniels reminded Council of the Special Called Meeting on July 28th.

REPORT OF THE CHAIRMAN

Charters of Freedom: Vance Patterson – Mr. Patterson gave a brief overview of the Charters of Freedom project and proposed building a Charters of Freedom monument in Richland County. The monument will be a gift from Mr. Patterson's family to Richland County.

Mr. Rush stated he had spoken with the Administrator about selecting a public location to erect the monument. Once the monument has been erected it will be turned over to the County and the County will be responsible for maintaining the monument.

Mr. Pearce moved, seconded by Mr. Malinowski, to accept Mr. Patterson's offer to erect a Charters of Freedom monument in Richland County.

Mr. Manning expressed his concern with parking if the monument is erected at the Administration Building.

Mr. Jeter suggested a friendly amendment to have the Administrator bring back proposed locations for the monument to be erected.

Mr. Pearce accepted the amendment.

The vote in favor was unanimous.

OPEN/CLOSE PUBLIC HEARING

- An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet at 2000 Hampton Street, 4th Floor – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- 15-51MA, CCW Bluff Rd., LLC, HI to LI (2.5 Acres), 1400 Bluff Rd., 11209-03-05 [THIRD READING]
- 15-26MA, Jeff & Jodi Salter, RS-MD to OI (5 Acres), 2304 Clemson Rd., 20200-01-01 [THIRD READING]
- 15-27MA, Robert Berger, RU to NC (3.53 Acres), 4154 Hard Scrabble Rd., 20200-03-30 [THIRD READING]
- 15-28MA, Kay Evans, RU to RS-MD (14 Acres), Riding Grove Rd., 28900-01-27/28/31 [THIRD READING]
- 15-30MA, M. B. Arnold, RM-HD to GC (.64 Acres), 1555 & 1557 Daulton Dr., 17012-03-11 & 12 [THIRD READING]
- 15-31MA, Elton Johnson, GC to RS-MD (.97 Acres), 6423 Monticello Rd., 09401-06-07 [THIRD READING]

Mr. Manning moved, seconded by Ms. Dixon, to approve the consent items. The vote in favor was unanimous.

THIRD READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances: Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances: Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances: Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-

MD and RM-HD Zoning Districts – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

SECOND READING ITEM

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

FIRST READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor [BY TITLE ONLY] – Mr. Pearce moved, seconded by Mr. Livingston, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Lease Agreement: Warehouse for Richland Library during Capital Program** – Mr. Pearce moved, seconded by Mr. Malinowski, to defer until the July 28th Special Called meeting. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Water Park Evaluation Committee Recommendations [EXECUTIVE SESSION]** – This item was taken up in Executive Session.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Planning Commission—1** – Mr. Malinowski stated the committee recommended appointing Mr. Ed Greenleaf. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF PINWOOD LAKE AD HOC COMMITTEE:

- a. **Richland County Public Building Use Policy Revision** – Mr. Jackson stated at the last Council meeting it was decided to incorporate the Pinewood Lake Operation Plan into the Richland County Public Building Use Policy.

Mr. Manning requested the following language in the policy be clarified: “The Decker Center ‘parking lot’ (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and on Saturday and/or Sunday)

Mr. Malinowski requested a rental fee for Pinewood Lake be established and incorporated into the policy and to add a number to reach Richland County staff 24-hour a day in case of an emergency.

Mr. Washington inquired if the Rowing Club was charging a fee for use of the facility.

Mr. McDonald stated the Rowing Club does not charge a fee to use the facility, but they do charge a fee for being a member of the Rowing Club.

Mr. Manning inquired if Stormwater has provided Pinewood Lake with bags to clean up after the animals.

Mr. McDonald was unsure if the bags have been provided to Pinewood Lake, but will inquire of Stormwater and provide that information to Mr. Manning.

Ms. Dixon inquired if the Pinewood Lake would be totally operated by the Pinewood Lake Foundation.

Mr. McDonald stated based on the contract approved at the previous Council meeting, the Pinewood Lake Foundation will operate the facility.

The vote in favor was unanimous of the amended policy.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Hardscrabble Road Widening Project – Supplemental Intergovernmental Agreement –** Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.
- b. Vista Greenway Phase 2 (Lincoln Tunnel) – Project Agreement –** Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.
- c. Pavement Management Study – Overview and Recommendation –** Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.
- d. Bikeways and Sidewalks Public Involvement Meetings: Summary and Recommendation –** Mr. Livingston stated the committee recommended approval of this item.

Mr. Pearce inquired what will happen to the public input received.

Mr. Perry stated the committee recommended accepting the outcome of the public input.

Mr. Jeter expressed concern with public input determining whether projects are removed.

Mr. Washington inquired if there is a list of sidewalks that are not funded.

Mr. Perry stated there are medium and low priority lists the study originally identified. If there is additional funding that becomes available the medium and low priority projects would be brought back to Council for action.

The vote in favor was unanimous.

- e. County Transportation Improvement Program (CTIP) Revision and Review by TPAC –** Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.
- f. On Call Engineering – CECS Service Agreement #1 –** Mr. Livingston stated the committee recommended approval of this item.

Mr. Perry stated the SLBE participation is 90% and DBE participation is 69%. The total contract is \$2.3 million.

The vote in favor was unanimous.

- g. On Call Engineering – Mead and Hunt Service Agreement #1 –** Mr. Livingston stated the committee recommended approval of this item.

Mr. Perry stated the SLBE participation is 30% and DBE participation is 30%. The total contract is \$1.2 million.

The vote in favor was unanimous.

- h. Design-Build Intersections Project – Construction Contract –** Mr. Livingston stated the committee recommended approval of this item.

Mr. Perry stated the DBE participation is 10.7% and SLBE participation is 9.84%. The total contract is \$9 million.

The vote in favor was unanimous.

REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE:

Mr. Washington stated the committee met on Wednesday, July 15th to discuss updates on the various programs (Quick Pay Program, Mentor Protégé Program, Sheltered Market and the Bonding Program).

The Quick Pay Program and the Mentor Protégé Program are being finalized and a recommendation will be forthcoming.

The Sheltered Market Program is currently being implemented on several sidewalk and bikeway projects. Staff is going to continually identify opportunities for the Sheltered Market.

Staff is continuing to work with various other items related to the SLBE Program, including the tracking and recording system.

- a. **Bonding Program** – Mr. Washington stated the committee recommended approval of McCartha-Cobb & Associates as a bonding company the OSBO and Procurement will recommend to businesses that request information and assistance in obtaining bonding and surety services.

Ms. Tanner stated the report regarding the companies that could provide bonding services will be forwarded to the committee members.

Mr. Manning requested that when staff members address Council they are introduced to the public.

The vote in favor was unanimous.

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

Ms. Helen Taylor Bradley and Ms. Wendy Brawley spoke regarding the Lower Richland Sewer Project.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:01 p.m.
and came out at approximately 7:24 p.m.*

- a. **Water Park Evaluation Committee Recommendation** – Mr. Livingston moved, seconded by Mr. Jeter, to move forward as discussed in Executive Session. The vote in favor was unanimous.
- b. **An Ordinance Authorizing a lease to Columbia Area Mental for ___ sq. ft. of space at 2000 Hampton Street, ___ Floor** – Mr. Pearce moved, seconded Mr. Manning, to direct the County Attorney to proceed with this item. The vote in favor was unanimous.

MOTION PERIOD

Modify the Rules of Council to allow Council to respond to citizens during the Citizens Input portion of Council meetings. [PEARCE] – This item was referred to the Rules & Appointments Committee.

During the Citizens Input portion of Council meetings, the two (2) minute timer should not start until after the citizen has stated their name and address [PEARCE] – This item was referred to the Rules & Appointments Committee.

Direct the County Administrator to immediately request backup data, including the model, from DNR. The backup data will be required in order to possibly move forward with screening the impacted parcels and development of appeal or LOMR for correction for disparity in the maps. Per Tolleson Ltd. and Pace Engineering. Attached are nine maps of creeks and streams identified as having possible discontinuities that have negative flood impacts to property owners [WASHINGTON] – Mr. Washington stated the purpose of this motion is to request the modeling

information from DNR in order to access how the County is going to be impacted by the new floodway maps.

Mr. Rush stated the Administrator can request the information and bring it back to Council.

ADJOURNMENT

The meeting adjourned at approximately 7:30PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

Richland County Council Request of Action

Subject

- a. Sports Arena Project Contractual Matter

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. 37th Annual Jubilee: Festival of Heritage, September 19th, Mann-Simons Site, 1403 Richland Street

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor **[PAGES 19-35]**

Notes

June 23, 2015 - The Committee recommended that Council give first reading approval of the ordinance. Staff will include a copy of the lease in the July 7th, 2015 Council meeting agenda packet.

First Reading: July 7, 2015

Second Reading: July 21, 2015

Third Reading:

Public Hearing: July 21, 2015

Richland County Council Request of Action

Subject: Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

A. Purpose

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

B. Background / Discussion

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3rd floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

C. Legislative / Chronological History

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

D. Financial Impact

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

Midlands Healthcare Collaborative		
Expenditures for Upfitting Eye & Dental Clinics		
Expenditures		Amount
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
Subtotal		\$ 815,368
5% Contingency		\$ 40,768
Grandtotal		\$ 856,136

MIDLANDS HEALTHCARE COLLABORATIVE			
FY15-16 Operating Budget			
Expenditures	Eye Care	Dental	Budget
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
Total Expenditures	\$ 116,698.00	\$ 943,974.00	\$ 1,060,672.00

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

E. Alternatives

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

F. Recommendation

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta

Department: Administration

Date: June 15, 2015

G. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: Bill Peters

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

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

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR AND 2165 SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4TH FLOOR.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to lease 5178± sq. ft. of space on the 3rd Floor and 2165 sq. ft. of space on the 4th Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd and 4th Floor)
(Community Partners of the Midlands, LLC, a
corporation of the United Way of the Midlands)

This Lease Agreement entered into on this the _____ day of _____, 2015, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 7343± sq. ft. of such Property to the Lessee for use as an eye and dental clinic, which will include 5,178± sq. ft of space on the third floor and 2165± sq. ft. of space on the fourth floor; and

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement (the “Previous Lease”) for space on the third floor of the Property, for use as an eye clinic; and

WHEREAS, the Lessee desires to lease property from the County for expansion of the eye and dental services already being provided at the Property; and

WHEREAS, the County requires Lessee to relocate the current eye clinic space; and

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

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

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 5,178± square feet of space on the 3rd Floor of the Property and 2165± sq. ft. of space on the 4th Floor of the Property, as is further described on Exhibits A and

B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter “Notice of Termination”). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

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

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

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

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

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

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

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

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

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

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

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

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

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

1. If to Richland County, address to:

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

2. If to Lessor, address to:

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

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

17. Miscellaneous Provisions.

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

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

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

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

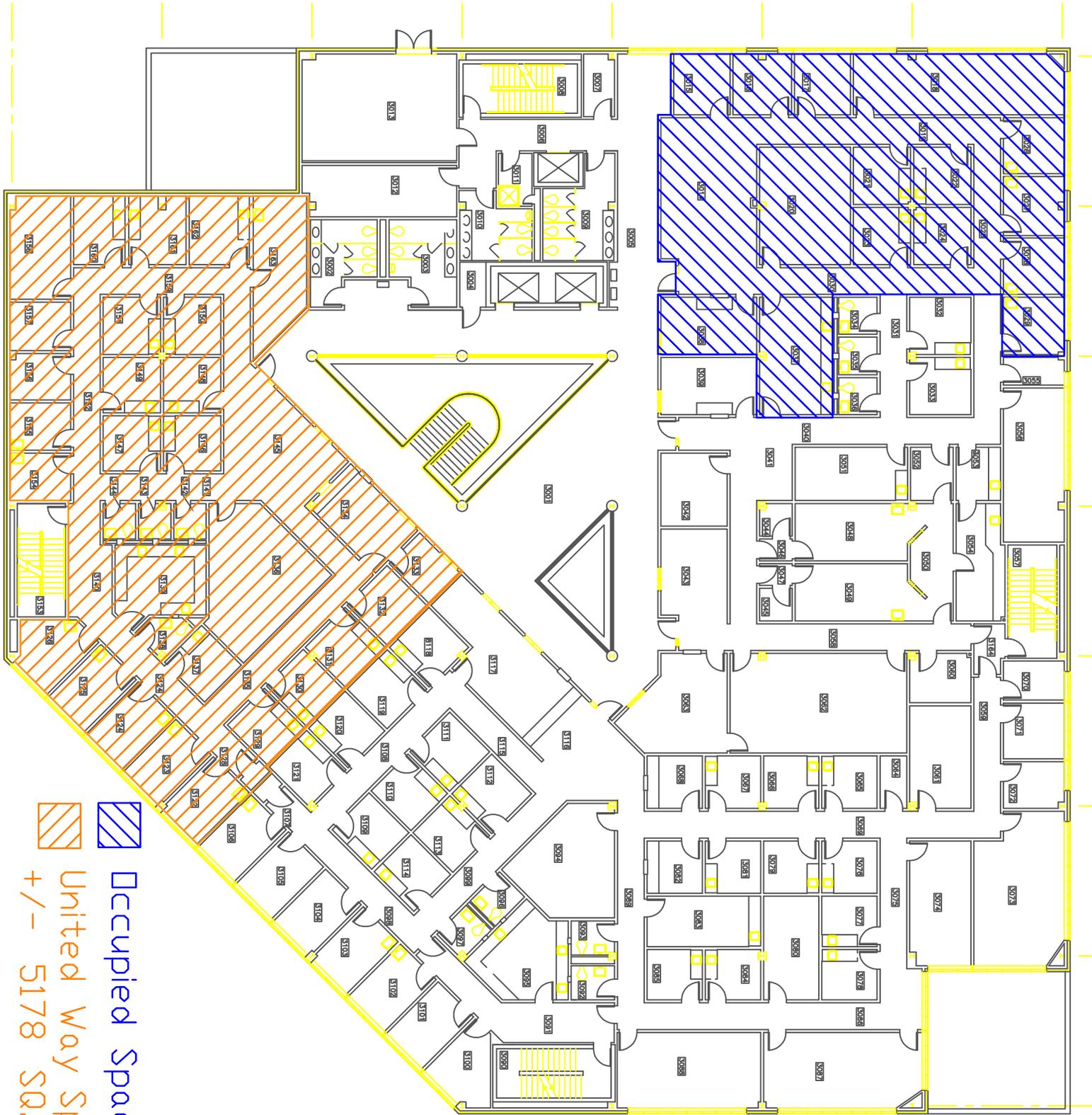
Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

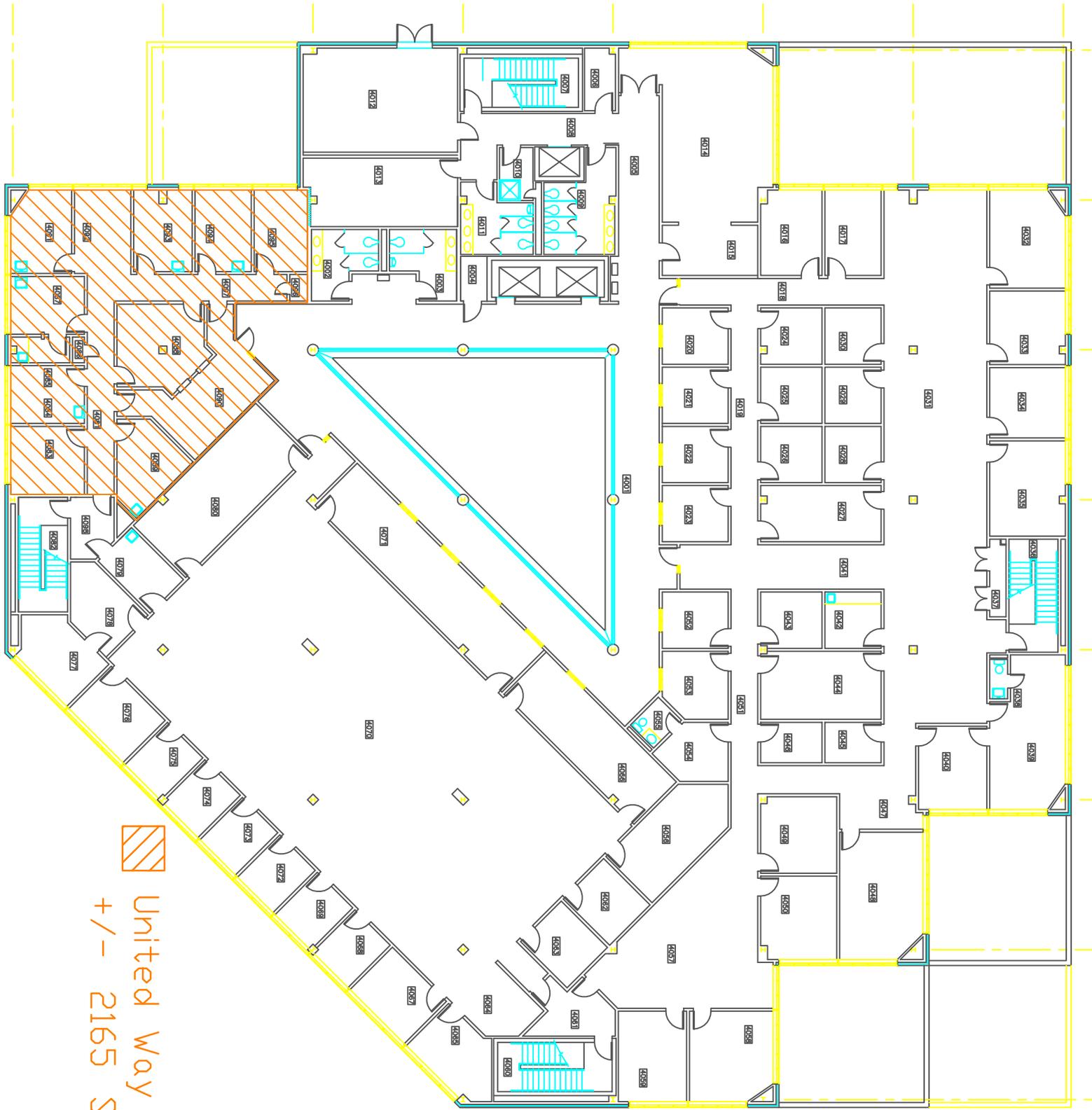
Name: _____

Its: _____



 United Way Space
 +/- 5178 SQ. FT
 Occupied Space

3rd Floor Exhibit A




 United Way Space
 +/- 2165 SQ. FT

4th Floor Exhibit B

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, Third Floor **[PAGES 36-37]**

Notes

First Reading: July 21, 2015

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING A LEASE TO COLUMBIA AREA MENTAL HEALTH FOR _____ SQ. FT. OF SPACE AT 2000 HAMPTON STREET, THIRD FLOOR.

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Creation of a new Chapter entitled "Vector Control" and creation of the Department of Vector Control [**PAGES 38-47**]



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

MEMORANDUM

TO: Richland County Council
CC: Tony McDonald, County Administrator
FROM: Sparty Hammett, Assistant County Administrator
DATE: June 18, 2015
RE: Department of Vector Control

This memo is a follow-up to the D&S Committee’s request for historical budget information at May 2015 Committee meeting concerning Vector Control.

Council approved Vector Control as a department during the FY14 budget. The budget was actually reduced below the FY13 contract amount.

Below is the historical budget information related to Vector Control.

	FY13	FY14	FY15	FY16 (recommended)
Vector Control	\$273,907	\$253,011	\$250,207	\$290,831 (additional for replacement vehicles)

Below is the language pertaining to Vector Control that was on the motion list for FY14 and approved by Council.

96	Administration	Countywide Budget Ordinance	This ordinance authorizes the transfer of responsibilities for Vector Control and staffing to Richland County as of July 1, 2013 in accordance with the IGA between SCDHEC and Richland County.	Passed
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Richland County Council Request of Action

Subject: Creation of a new Chapter entitled “Vector Control” and creation of the Department of Vector Control

A. Purpose

County Council is requested to approve an ordinance to create a new Chapter 8, entitled “Vector Control” and an ordinance to create the Department of Vector Control.

B. Background / Discussion

As a part of the FY14 Budget approved by Council, Vector Control became an independently acting county budgeted department. The SC Department of Health and Environmental Control (DHEC) withdrew its support and relinquished control of the department to Richland County in June of 2013.

While Vector Control was under DHEC’s administration, the department was responsible for enforcing the State Nuisance Regulation 61-46. In May of 2013, DHEC ceased enforcement of that regulation and submitted that it be repealed. This meant that not only was the Vector Control Department unauthorized to enforce the regulation, but no one at DHEC would enforce the rules to which the county’s citizens were accustomed. The citizens still expect the same services as before from the Vector Control Department, but the employees have no official authority to require corrections be made on a property as before. The attached ordinances will put vector control regulations in Richland County’s Code of Ordinances (which will allow the Vector Control employees the authority to require that corrections are made), and it will create the Department of Vector Control under Chapter 2.

C. Legislative/Chronological History

None.

D. Financial Impact

There is no financial impact associated with this request, as County Council has funded Vector Control for the 2015 fiscal year.

E. Alternatives

1. Approve the ordinances to create Vector Control regulations and the Department of Vector Control as submitted.
2. Approve the ordinances, with amendments, to create Vector Control regulations and the Department of Vector Control as submitted.
3. Do not approve the ordinances to create Vector Control regulations and the Department of Vector Control.

F. Recommendation

It is recommended Council approve the ordinances to create Vector Control regulations and the Department of Vector Control as submitted.

Recommended by: Tammy Brewer
Department: Vector Control
Date: January 16, 2015

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 5/7/15
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 5/20/15
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett Date: 5/20/15
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; SO AS TO CREATE A NEW CHAPTER ENTITLED “CHAPTER 8: VECTOR CONTROL”.

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 8, Reserved; is hereby amended to read as follows:

CHAPTER 8: VECTOR CONTROL

Sec. 8-1. Intent and application.

The intent of this chapter is to protect the public health, safety and welfare by preventing or controlling the spread of vector-borne disease through the use of regulations, intervention, enforcement, education, advice and assistance. Where practicable and not likely to cause injury to the public health, in the sole opinion of the Director of Vector Control, the Vector Control Department shall first attempt to use education, intervention, and assistance to encourage voluntary compliance with the provisions of the chapter.

This chapter shall be applicable to all premises in unincorporated Richland County regardless of the use or zoning classification. In instances where a specific property use is regulated by the laws and regulations of the State of South Carolina, the Vector Control Department shall work in conjunction with the proper regulatory authority to remediate any violations of this chapter.

Sec. 8-2. Definitions.

Harborage. Any area, interior or exterior, where vectors can live, nest, breed or seek any form of shelter.

Insect. Any of the numerous small invertebrate animals generally having the body more or less obviously segmented, for the most part belonging to the Class Insecta, comprising six-legged, usually winged forms, as for example, beetles, bugs, bees, flies, mosquitoes, and to other allied classes of arthropods whose members are wingless and usually have more than six legs, as for example, spiders, mites, ticks, centipedes, and wood lice.

Person. An individual, partnership, co-partnership, cooperative, association, firm, company, public or private corporation, trust, estate, joint structure company or any other legal entity or its legal representative, agent or assigns.

Premises. A parcel of real property, including all buildings and structures located thereon. This term is used interchangeably with “Property.”

Structure. All parts of a building, whether vacant or occupied, in all stages of construction.

Vector. An organism that has the ability to transmit disease, including, but not limited to, mosquitoes, ticks, fleas, rats, etc..

Waste. Garbage, household trash, debris, commercial waste, industrial waste, yard waste, sewage, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Sec. 8-3. Minimum requirements.

The provisions of this chapter shall govern the minimum requirements required to keep premises in a clean and sanitary condition so as not to adversely affect the public health or safety.

Sec. 8-4. Sanitation.

All exterior property and premises shall be maintained in a clean, safe, and sanitary condition to the extent necessary to prevent vector breeding and harborage.

Sec. 8-5. Accumulation of waste.

No person shall allow the accumulation or discharge of waste on any premises to the extent and in such manner as to create a harborage or breeding ground for rodents or other vectors.

Sec. 8-6. Insect and rodent harborage.

(a) All premises, structures, and exterior property shall be kept free from insect and rodent harborage and infestation. All structures in which insects or rodents are found shall be promptly exterminated in such manner as will not be injurious to human health. After pest and rodent elimination, proper precautions shall be taken by the occupant to prevent re-infestation.

(b) The accumulation of water in which mosquito larvae may breed is prohibited.

(c) All premises shall be kept free from the excessive growth of weeds and rank vegetation where mosquitoes harbor.

(d) The maintenance of any barn, stable, chicken yard, manure pile, garbage receptacle, etc., in such manner that flies are in excess of reasonable acceptable levels is prohibited.

(e) No dead animals or parts thereof shall be left on any exterior premises for more than forty-eight (48) hours or thrown upon any street, road, or public place.

Sec. 8-7. Swimming pools, spas, and hot tubs.

Privately owned swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition to the extent and in such manner so as to prevent vector breeding and harborage.

Sec. 8-8. Duty to abate.

It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any property to comply with the requirements of this chapter and take whatever action as may be necessary as often as may be necessary to prevent the breeding and harborage of vectors.

Sec. 8-9. Enforcement; Abatement; penalties.

(a) The Vector Control Director, or his/her authorized representative, shall have the authority to investigate threats or potential threats to the public health relating to vectors and potential vector transmitted diseases on any premises in unincorporated Richland County and to require abatement of conditions which violate the provisions of this chapter. As such, the Vector Control Director, or his/her authorized representative, shall have the right of entry upon any premises where entry is necessary to carry out the provisions of this chapter. If consent for entry is not given or obtained by an authorized person, a search warrant shall be obtained by the Vector Control Director from a court of competent jurisdiction before entry onto the premises made.

(b) Whenever and wherever a condition shall exist which is determined by the Vector Control Director, or his/her authorized representative, to be a violation of this chapter, notice shall be given to the owner, lessee, occupant, or agent or representative of the owner setting forth the violation, and advising that the violation(s) must be corrected, the time allowed for such correction, and the necessary methods or means to be employed in the correction. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(c) Whenever and wherever a condition shall exist which, in the opinion of the Vector Control Director, or his/her authorized representative, constitutes a public health nuisance, it shall be his/her duty to notify in writing the person or persons, firm or corporation, responsible for its continuance, of the character of the public health nuisance and give the person, persons, firm, or corporation a reasonable length of time to abate it. However, whenever and wherever a nuisance is of a character as to require, in the interest of the public health, immediate abatement or discontinuance, the Vector Control Director may bring a proceeding for immediate action in the magistrate's court for the abatement of such nuisance and the court may upon hearing and for good cause enjoin the continuance of the condition creating the nuisance, irrespective of all other remedies at law.

(d) Any person who fails to abate the public health nuisance after notice shall be deemed guilty of a misdemeanor, issued a Uniform Ordinance Summons, and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both. Each day's continuing violation shall constitute a separate and distinct offense.

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Public Hearing:
Third Reading:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; BY ADDING A NEW DIVISION ENTITLED 1A. VECTOR CONTROL; SO THAT A NEW DEPARTMENT WILL BE CREATED.

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 V, County Departments; Division 1, Utilities, Sections “2-189 – 2-191. Reserved” is hereby deleted in their entireties.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 1A. VECTOR CONTROL

Sec. 2-189. Creation; director.

There is hereby created the department of Vector Control and the position of director of Vector Control. The director shall be appointed by and report to the county administrator, and his/her term of office shall be at the pleasure of the county administrator. The director of Vector Control shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.

Sec. 2-190. Staff; personnel; compensation.

The Director of Vector Control shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

Sec. 2-191. Responsibilities; powers; duties.

Vector Control, and such employees of the department as are assigned to it, shall be charged with the following duties:

- (a) Management of the mosquito control program, including abatement in accordance with the policies of the program.
- (b) Provide technical advice, education and assistance about vectors to the county’s citizens.
- (c) Conduct vector-borne disease surveillance and response.

- (d) Enforce county ordinances related to vector control.
- (e) Commensal rat abatement in accordance with department policies.
- (g) Respond to inquiries, investigate complaints, conduct evaluations to help reduce or eliminate public hazards and nuisance conditions associated with vectors and disease transmission.
- (h) Other programs or functions assigned to the department by the county administrator or county council.

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake [**PAGES 48-50**]

Richland County Council Request of Action

Subject: Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake

A. Purpose

County Council is requested to consider a motion by Mr. Pearce requesting that the Legal Department assess the potential liability of allowing human occupied watercraft at Pinewood Lake and make a recommendation to Council.

B. Background / Discussion

At the June 16, 2015, Richland County Council meeting Mr. Pearce made the following motion:

Move that Council request the legal department to review the potential liability of permitting any form of human occupied watercraft to operate at Pinewood Lake Park and make a recommendation to Council as to their findings [PEARCE]

Legal opinion provided under separate cover.

C. Legislative / Chronological History

- June 16, 2015 motion by Mr. Pearce.

D. Financial Impact

None associated with this motion.

E. Alternatives

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

F. Recommendation

Recommended by: Councilmember Pearce

Department: County Council, District 6

Date: 7/7/15

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
✓ Recommend Council approval
Comments regarding recommendation:

Date: 7/8/15
 Recommend Council denial

Risk Management

Reviewed by: David Chambers
✓ Recommend Council approval
Comments regarding recommendation:

Date: 7-8-15
Recommend Council denial

Capital Projects

Reviewed by: Chad Fosnight
✓ Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval
Comments regarding recommendation: Legal's opinion will be provided under separate cover as attorney/client privileged.

Date: 7/24/15
 Recommend Council denial

Administration

Reviewed by: Tony McDonald
✓ Recommend Council approval
Comments regarding recommendation: Recommend that we proceed based on input from the Legal Department.

Date: 7/24/15
 Recommend Council denial

Richland County Council Request of Action

Subject

Public Works - Intergovernmental Agreement with the Town of Eastover **[PAGES 51-57]**

Richland County Council Request of Action

Subject: Public Works - Intergovernmental Agreement with the Town of Eastover

A. Purpose

County Council is requested to approve entering into an Intergovernmental Agreement (IGA) with the Town of Eastover (Town) to provide road maintenance, plan review and inspections services for the uniformity of roads and storm drainage system improvements, along with the management of “C” funds for the Town.

B. Background / Discussion

The Town of Eastover’s Mayor, Geraldine Robinson, through correspondence dated August 6, 2014 (see attached), requested guidance and assistance from the County as it pertains to some of their Town’s operations.

County staff met with Ms. Robinson to discuss possible options for the Town to consider regarding their needs, including an IGA with the County for road maintenance, plan review, inspections services for the uniformity of roads and storm drainage system improvements, and the management of “C” funds.

It is at this time that staff is requesting that Council approve entering into an IGA with the Town of Eastover to provide the abovementioned services. This agreement will give the County the power to enforce Richland County’s ordinances and associated regulations within the Town.

C. Legislative / Chronological History

- August 6, 2014 – Letter from the Town of Eastover’s Mayor, Geraldine Robinson – see attached.
- May 7, 2015 – Letter from the Town of Eastover’s Mayor, Geraldine Robinson – see attached.

D. Financial Impact

The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Eastover which lies within the boundaries of Richland County for the above services.

E. Alternatives

1. Approve entering into an Intergovernmental Agreement with the Town of Eastover to provide road maintenance, plan review and inspections services for the uniformity of roads and storm drainage system improvements, along with the management of “C” funds.
2. Do not approve entering into an Intergovernmental Agreement with the Town of Eastover to provide road maintenance, plan review and inspections services for the uniformity of roads and storm drainage system improvements, along with the management of “C” funds.

F. Recommendation

It is recommended that Council approve the new IGA with the Town of Eastover to ensure consistency in the design, construction and maintenance of roads and storm drainage systems within the Town of Eastover.

Recommended by: Ismail Ozbek, PE
Department: Public Works
Date: June 10, 2015

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/17/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 7/22/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion;
however, I have a few suggested changes to the agreement, as follows:

- 1) I am not aware that we currently provide roads and drainage services to the Town as is suggested in the Recitals (Whereas clauses). These should be amended clarify that this is a new request by the Town.
- 2) Paragraph 5 – the word “hall” should be deleted.
- 3) Paragraph 6 – An “s” should be added to the word “ordinance” in the second line. Also, this paragraph contemplates that the Town has already adopted the County's roads and drainage ordinances. Again, as with the Recitals mentioned above, this agreement is a template the County created in the past which assumes an already existing relationship with the Town. I am unaware that the Town has adopted any County roads and drainage ordinances. I suggest adding that requirement to the agreement. The County PW Director should be able to identify the necessary ordinance section numbers to be cited.

Administration

Reviewed by: Sparty Hammett Date: 7/23/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend Council approval with the amendments indicated by Legal.

5. The Town agrees that the County shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinance of the County that have been adopted by the Town, the County's standard and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Eastover which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town of Eastover.

9. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Eastover, which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

Eastover Town Council

RICHLAND COUNTY

By: Torrey Rush, Richland
County Council Chairperson

TOWN OF EASTOVER

By: Geraldene Robinson,
Eastover Mayor



TOWN OF EASTOVER

Mayor
Geraldene Robinson

Mayor Pro Tempore
Odell Weston

Town Council
Lamy Faber • Heyward Patterson
Rhudne Robinson

Town Clerk
Annie Jowers

Town Attorney
K. Winchester Gaines

May 7, 2015

Mr. Anthony McDonald, County Administrator
Richland County Administration
2020 Hampton Street
Columbia, South Carolina 29204

Reference: Intergovernmental Agreements

Dear Mr. McDonald:

In response to a follow up meeting with Mr. Hammett and Mr. Harley, I am enclosing copies of Intergovernmental Agreements for a Magistrate and Roads and Storm Drainage. Our attorney was able to locate an IGA already in place for Animal Control that was signed in 2012.

In addition to the above, we would like for the County to take over a road that we inherited from a private developer of the Sunny Acres Subdivision. We have made every attempt that we can to address this matter with the developer through the years to no avail. Please advise what steps we need to take to address this matter with the county taking ownerships of these roads.

Again, we would like to be considered when you have deadline equipment and any other items you feel that may be useful to the Town. We have contacted the State Vehicle Surplus and have been asked to be put on the mailing list. However, we are in dire need of a backhoe now.

We would like to again thank you for all of the wonderful staff persons that are assisting this administration with the day to day questions that we need guidance.

Again, thanks for the meeting with Mr. Hammett and Harley. We look forward to hearing from you soon.

Sincerely,

Geraldene Robinson, Mayor

The Honorable Torrey Rush, Richland County Council Chairman
The Honorable Kelvin Washington, Council District 10 Representative
Mr. Sparky Hammett, Assistant County Administrator
Mr. William Harley, Assistant County Administrator
Mr. Kenneth Gaines, Town Attorney
Eastover Town Council



TOWN OF EASTOVER

Mayor
Geraldene Robinson

Mayor Pro Tempore
Odell Weston

Town Council
Leroy Faber • Heyward Patterson
Rhudine Robinson

Town Attorney
K. Winchester Gaines

August 6, 2014

Mr. Anthony McDonald, County Administrator
Richland County Administration
2020 Hampton Street
Columbia, South Carolina 29204

Reference: [Office Visit](#)

Dear Mr. McDonald:

Thank you for a delightful and rewarding meeting on July 23, 2014. I appreciate your honesty and the cooperative manner in which you expressed working with the town of Eastover. As stated during our meeting, I had four initial concerns that I needed your assistance and guidance with during this meeting.

1. The possibility of entering into an Intergovernmental Agreement to contract out to hire a Code Enforcement Officer or a job description and County salary range for this job;
2. Exploring the process of obtaining used heavy duty equipment such as a backhoe, track hoe, trucks, automobiles, and anything else that your office may have that we can use once you have dead lined;
3. Training Opportunities that our staff and Council can participate in through your office; and
4. Sharing information that will impact the Town.

As stated during our meeting our budget is very limited. However, we would like to be considered when you have deadline equipment and any other items you feel that may be useful to the Town. Since our meeting, we have been in contact with your Human Resource Director who has been very helpful.

In addition to Mr. Hanna you have a wonderful staff such as Mr. George Wilson, Mr. Green Mr. Robertson who is in the Public Works Department that have assisted us with our clean sweep, ditch cleaning and advising us during maintenance concerns.

Again, thanks for meeting with me and I look forward to hearing from you soon regarding the other concerns.

Sincerely,

Geraldene Robinson, Mayor

The Honorable Norman Jackson, Richland County Council Chairman
The Honorable Kelvin Washington, Council District 10 Representative
Eastover Town Council

Richland County Council Request of Action

Subject

Building Codes & Inspections Department - Intergovernmental Agreement between Richland County and the Town of Eastover Intergovernmental Agreement between Richland County and the Town of Eastover **[PAGES 58-66]**

Richland County Council Request of Action

Subject: Intergovernmental Agreement between Richland County and the Town of Eastover

A. Purpose

County Council is requested to approve an Intergovernmental Agreement (see attached Agreement), which will allow the County to partner with the Town of Eastover, so that the County's Building Codes & Inspections Department can provide the service of required building code inspections and plan reviews for all residential and commercial buildings for the purpose of renovations, repairs, additions and new construction for the Town of Eastover for the purpose of providing code compliance for construction.

County Council is requested to approve this request in an effort to help the Town of Eastover during their search for a Building Official.

B. Background / Discussion

- Eastover does not have a Building Official.
- On approximately July 6, 2015 a request was made by the Mayor of Eastover to utilize Richland County's services.
- County Council approved a similar agreement with the Town of Forest Acres at a time in which they were without a Certified Building Official.

The Town of Eastover and Richland County Councils recognize the positive influence this project will have on the quality of life for residents of Eastover, and desire to provide essential services through inspections and plan review on all residential and commercial projects. If approved, Richland County will provide all Residential and Commercial Plan reviews, and Permitting and Inspections for residential and commercial projects only. The Town of Eastover will issue the zoning permit and all approvals needed for the project to move forward, at which time a LLR approved contractor will submit plans and apply for a permit to be issued by the Richland County Department of Building Codes & Inspections (hereinafter Department) and pay fees as established by County Council.

The proposed Agreement will continue in force for six (6) months, unless terminated sooner in writing by either party or upon the Town of Eastover's employment of its own Building Official or upon the County's inability to provide said inspection services. This agreement may also be extended by written request of the Town of Eastover Mayor or the Richland County Administrator.

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

The fee for all inspections and re-inspections of newly-permitted projects are currently required by the County's most recent fee schedule, as adopted by the Richland County Council.

All existing permitted projects that have been previously issued by the Town of Eastover will be billed at \$31.59 for each required residential inspection and at \$52.66 for each required commercial inspection.

C. Financial Impact

Funds to be collected will be minimal, as the construction in the Town of Eastover for residential and commercial projects are low. Approximately two or three inspection requests are estimated per week and will be handled by a certified inspector that carries both residential and commercial certifications.

Example of fees: The cost of a permit and plan review on a \$50,000 commercial building would be \$479.26 for the permit and \$91.06 for plan review. And for a residential building the permit fee would be \$210.52 and \$10.53 for plan review. This does not include permit fees for commercial subcontractors that would also be involved with the project and would require permits or re-inspection fees as needed. Note: Residential inspections are one and two family dwellings, all other type constructions are commercial.

D. Alternatives

1. Approve the request to provide building code service to the Town of Eastover. This will allow Eastover to be assured quality inspections and plan review for residential and commercial occupied structures.
2. Do not approve services to Eastover and require them to seek other alternatives.

E. Recommendation

It is recommended that Council approve the request for assistance and service to the Town of Eastover for Inspections and Plan Review on residential commercial property.

Recommended by: Donny Phipps, C.B.O., CFM
Department: Building Codes & Inspections
Date: July 15, 2015

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:

Recommend Council approval

Comments regarding recommendation:

Date: 7/17/15

Recommend Council denial

Legal

Reviewed by: Elizabeth McLean

Date: 7/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. I would recommend that the reference in paragraph 1 to the Richland County Fee Schedule include the words, "as amended", as County fees are currently subject to a yearly CPI increase.

Administration

Reviewed by: Sparty Hammett

Date: 7/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval with the change indicated by Legal regarding County fees.

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

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into, in duplicate, this ____ day of _____, 2015, by and between the Town of Eastover and the County of Richland, South Carolina.

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

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

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

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

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

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

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

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2015, set our hand and seal hereon.

TOWN OF EASTOVER:

WITNESSES:

Mayor

RICHLAND COUNTY:

WITNESSES:

Chair of County Council

EXHIBIT A

RICHLAND COUNTY FEE SCHEDULE

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

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

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

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

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

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

- (4) **Demolition permits:**
- A) Residential Storage or garage detached \$26.33
 - B) One story residence \$52.66
 - C) Two story residence \$78.99
 - D) Commercial Building \$157.97
 - E) Three-story or more \$210.62 plus \$26.33 per story

(Basement counts as a story)

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

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

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

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

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

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

(B) **Commencing work without a permit:**

Where work requiring a permit is started prior to obtaining the permit, the applicable fee shall be double the amount of the usual permit fee.

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

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

Residential: One and Two Family construction \$10.53

Commercial Construction & Townhouses: 19 % of permit fee.

Note: Percent (%) of permit fee is based on total construction cost.

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

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

(G) Permit Transfer fee: \$5.27

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

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

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

Richland County Council Request of Action

Subject

Lease Agreement; Warehouse for Richland Library during Capital Program [**PAGES 67-80**]

Notes

June 23, 2015 - The Committee recommended that Council approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location, contingent upon Legal review and inclusion of any amendments in the lease agreement.

SUBLEASE AGREEMENT

(NET, NET, NET)

BY AND BETWEEN

LINDAU CHEMICALS, INC.

(SUBLESSOR)

AND

RICHLAND COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE, AND A
POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA ON BEHALF OF THE **RICHLAND
COUNTY PUBLIC LIBRARY**, A COMPONENT UNIT OF THE COUNTY

(SUBLESSEE)

DATED

_____, 2015

SUBLEASE NUMBER: SM-15-017

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**SUBLEASE AGREEMENT
(Net, Net, Net Sublease)**

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

THIS SUBLEASE made and entered into the date as so specified herein by and between, Lindau Chemicals, Inc. hereinafter called "Sublessor," and RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County, hereinafter called "Sublessee."

WITNESSETH:

IN CONSIDERATION of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. SUBLEASED PREMISES:

Sublessor by these presents does hereby demise and let unto Sublessee, and Sublessee subleases and hires from Sublessor all those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises are situate, lying and being in the State of South Carolina, County of Richland, in or near the City of Columbia, and having an address of 649A Rosewood Dr, and being further described as approximately 16,328 square foot warehouse hereinafter "Subleased Premises."

B. TERM AND DELIVERY OF PREMISES:

TO HAVE AND TO HOLD the Subleased Premises unto Sublessee for a term of thirty-six (36) months beginning on the ___ day of _____, 2015 and ending at 11:59 pm, local time, on the last day of March, 2017.

C. COVENANTS AND CONDITIONS OF SUBLEASE:

This Sublease is made on the following covenants and conditions which are expressly agreed to by Sublessor and Sublessee:

1. **RENT:** Sublessee covenants to pay as rental to Sublessor the annual sum of Forty-eight Thousand, One Hundred Sixty-seven and 60/00 Dollars (\$48,167.60), said sum to be in lawful money of the United States, payable in equal monthly installments of Four Thousand, Thirteen and 97/00 Dollars (\$4,013.97). Said rental shall be payable monthly in advance at the offices of Colliers international South Carolina, Inc., Agent for Sublessor. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the fifth (5th) day of the month.

If any amount due from Sublessee is not received by Sublessor on or before the fifth (5th) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of five percent (5%) of said amount shall become immediately due and payable as set forth below. Sublessor and Sublessee agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that Sublessor will incur by reason of such late payment. For each of Sublessee's checks payable to Sublessor that is returned by the depository bank for any reason attributable to Sublessee, Sublessee shall pay a Late Charge, if applicable, a returned rent charge of \$45.00, subject to Sublessor's reasonable increases from time to time without notice to, or consent of,

Sublessee ("Returned Rent Charge"), and any returned check charge ("Returned Check Charge") which the depository bank has charged Sublessor for such check. All Rent, as increased by Late Charges, Returned Rent Charges and Check Return Charges, which is not paid within ten (10) days after due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. All Late Charges, Returned Rent Charges, Returned Check Charges and interest accrued pursuant to this paragraph shall be deemed Additional Rent and shall be due and payable, along with such other Rent then in arrears, within ten (10) days after Sublessee received Sublessor's invoice for such charges. Sublessor shall be entitled to apply any funds received from Sublessee pursuant to this paragraph to amount then due and owing by Sublessee to Sublessor, regardless if such amounts are in arrears, in a manner determined by Sublessor in Sublessor's sole and absolute discretion. Nothing in this Sublease shall be construed so as to compel Sublessor to accept payment of Rent in arrears should Sublessor elect to apply Sublessor's rights and remedies available under this Sublease or at law or in equity in the event of a Sublessee Default. Sublessor's acceptance of Rent in arrears pursuant to this paragraph shall not constitute a waiver of Sublessor's rights and remedies available under this Sublease or at law or in equity.

2. **AUTHORIZED USE:** Sublessee agrees not to abandon or vacate the Subleased Premises and shall use the Subleased Premises for the following purpose, and for no other purpose whatsoever, without the written consent of Sublessor first had and obtained: warehousing of Richland County Public Library Materials.

3. **CONDITION OF THE SUBLEASED PREMISES:** Sublessee has inspected and accepts the Subleased Premises in the same condition they are in at the time of commencement of the term of this Sublease. Sublessee agrees if, during said term, Sublessee shall change the usual method of conducting Sublessee's business on the Subleased Premises, or should Sublessee install thereon or therein any new facilities, Sublessee will, at the sole cost and expense of Sublessee, make alterations or improvements in or to the Subleased Premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

4. **REPAIR AND CARE OF BUILDING BY SUBLESSEE:** Sublessee shall, throughout the initial term of the Sublease and any renewals or extensions thereof, at its own expense, maintain in good order and repair the Subleased Premises, including the building and other improvements located on the Subleased Premises. Sublessee shall at its own expense contract with a reputable firm for periodic servicing of the heating, air-conditioning and ventilation systems as recommended by the manufacturer of such equipment and shall keep on file with Sublessor a copy of said contract or other substantial proof of such servicing. Sublessee shall be responsible for all repairs to heating and air-conditioning equipment. Sublessee shall also maintain pest control (including termite) inspection and treatment of the Subleased Premises as required. Sublessee agrees to return said Subleased Premises to Sublessor at the expiration or prior termination of this Sublease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.

5. **SUBLESSOR'S RIGHT TO INSPECT:** Sublessor gives Sublessee exclusive control of the Subleased Premises and Sublessor shall be under no obligation to repair, replace or maintain the Subleased Premises or any part thereof, but Sublessor reserves the right to inspect the Subleased Premises during reasonable business hours and may subsequently require Sublessee, by written notice, to make any such repairs necessary to remediate damage done by Sublessee, and in a good workmanlike manner for proper and reasonable upkeep of the Subleased Premises as agreed in Paragraph 4 of this Sublease. If said required work is not completed within thirty (30) days of said notice, Sublessor may contract with any firm of his choice and have said work completed, the cost of which will be considered as additional rent and will be billed to Sublessee and payable immediately.

6. **ALTERATION OF BUILDINGS AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Sublessee shall not make alterations to the building or Subleased Premises. This prohibition shall not apply to, and Sublessee may install, shelving and other removable implements that are incident to the storage of Sublessee's personal property, which shall remain property of Sublessee.

may, with the prior written consent of Sublessor, but at its own cost and expense and in a good, workmanlike manner, make such alterations in the building as Sublessee may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the Subleased Premises. Sublessee shall have the right, without the permission of Sublessor, to erect, at Sublessee's sole cost and expense, such temporary partitions, including office partition, as may be necessary to facilitate the handling of Sublessee's business and to install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Subleased Premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall at the option of Sublessor, become the property of Sublessor, at the expiration or sooner termination of this Sublease, except that shelving and other removable implements that are incident to the storage of Sublessee's personal property shall remain property of Sublessee. Should Sublessor request Sublessee to remove all or any part of the above mentioned items, Sublessee shall do so prior to the expiration of this Sublease and repair the Subleased Premises as described below. Temporary shelves, bins and machinery installed by Sublessee shall remain the property of Sublessee and may be removed by Sublessee at any time; provided, however, that all covenants, including rent, due hereunder to Sublessor shall have complied with and paid. At the expiration or sooner termination of this Sublease, or any extension thereof, Sublessee shall remove said shelves, bins and machinery, and repair, in a good and workmanlike manner, all damage done to the Subleased Premises by such removal. Sublessee shall not exercise the right and privilege granted by this Article 6 in such manner as to damage or affect the structural qualities of the building. Before any work is begun, Sublessee agrees to furnish Sublessor with hold-harmless agreements from all contractors protecting against mechanics liens.

7. **[RESERVED]**

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Sublessor shall pay annually all real estate taxes on the Subleased Premises existing at the commencement of this Sublease. However, Sublessee shall upon demand, reimburse Sublessor for all taxes and other assessments assessed or levied against the Subleased Premises. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date on which Sublessor provides Sublessee with written evidence of such taxes or assessments. If any year of the Sublease term fails to coincide with the tax year, then any tax during which the term ends shall be reduced by the pro rata part of such tax beyond the Sublease term. For the purpose of this covenant, it is agreed that the Subleased Premises hereunder contains approximately 16,328 square feet and the total area contains approximately 122,677 square feet. Sublessee's pro rata share for the purpose of calculations is 13.3097%. Sublessee's pro rata share of taxes and insurance is estimated to be \$0.78/square foot as of the effective date of this Sublease.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Subleased Premises whether local, state, or federal, is required to be paid, the cost thereof shall be borne by the Sublessee.

9. **CONDEMNATION:** In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Sublessee shall determine that the remaining portion of Subleased Premises are not reasonably suitable for its use and occupation, Sublessee may, by giving written notice to Sublessor within sixty (60) days after the date of such taking or condemnation, terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Sublessor shall refund any unearned rent paid in advance by Sublessee. If the Sublessee does not terminate this Sublease as provided above, this Sublease shall continue in force as to the remaining portion of the Subleased Premises and in such event the monthly rental thereafter payable by Sublessee hereunder shall be adjusted and prorated in the exact ratio which the value of the Subleased Premises remaining after such taking or condemnation bears to the value of the Subleased Premises immediately preceding the taking or condemnation, and Sublessor shall, at its own expense, make any repairs or alterations to said Subleased Premises which may be necessary to restore the Subleased Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Subleased Premises and if the Sublessee terminates the Sublease as provided above, Sublessor and Sublessee shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemnation and Sublessee shall receive from the condemnation award the value of its improvements, if any, so taken; Sublessee shall receive no other part of the condemnation award. If the Sublease is not terminated, Sublessor shall receive the entire award in the condemnation proceeding.

10. **INSTALLATION AND REMOVAL OF SIGNS:** Sublessee may place suitable signs on the Subleased Premises for the purpose of indicating the nature of the business carried on by Sublessee in said Subleased Premises provided that such signs conform to all ordinances by governing authorities and further; provided, however, that such signs shall be in keeping with other signs in the district where the Subleased Premises are located; and provided, further that the location of such signs are approved by Sublessor prior to their installation, and shall not damage the Subleased Premises in any manner. At the termination of this Sublease, Sublessor may require that Sublessee remove his sign, and any damage to the Subleased Premises caused by removal shall be promptly repaired by Sublessee.

11. **GLASS BREAKAGE AND VANDALISM:** Sublessee agrees to immediately replace broken or damaged glass with glass of comparable quality and characteristics which meet appropriate building code requirements, excepting breakage covered under Sublessor's normal fire and extended coverage Insurance policy. Sublessee shall make any repairs or replacements caused by vandalism to the Subleased Premises or any part thereof, if said damage is not covered by Sublessor's insurance.

12. **RIGHT OF ENTRY BY SUBLESSOR:** Sixty (60) days prior to the expiration of this Sublease, Sublessor may post suitable notice on the Subleased Premises that the same are "For Rent" or "For Lease" and may show the Subleased Premises to prospective sublessees at reasonable times. Sublessor may not, however, thereby unnecessarily interfere with the use of Subleased Premises by Sublessee.

13. **PAYMENT OF UTILITIES:** Sublessee shall contract for and pay all charges for sewerage, water, gas, electricity, and other public utilities used on the Subleased Premises, Including all replacements of light bulbs, tubes, ballasts and starters. Sublessor may pay any delinquent bills incurred by Sublessee during the Sublease term which bills may create a lien on the Subleased Premises and shall upon demand be immediately reimbursed by Sublessee. Said payments shall be treated as additional rental even though the Sublease term may have expired.

14. **ASSIGNMENT AND SUBLETTING:** Neither this Sublease nor any interest herein may be assigned by Sublessee voluntarily or involuntarily, by operation of law, and neither all nor any part of the Subleased Premises shall be sublet by Sublessee without the written consent of Sublessor first obtained; however, Sublessor agrees not to withhold unreasonably its consent for Sublessee to sublet the Subleased Premises. Sublessor may withhold consent to sublease should the sublease rental be greater than contract rent If Sublessor withholds such consent because of this condition, Sublessor must cancel this Sublease. In the event this Sublease or any interest herein is assigned or the Subleased Premises or any part thereof is sublet, whether with or without Sublessor's consent, Sublessee shall remain fully liable under all terms, covenants, and conditions of this Sublease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or Sublessee.

15. **INSURANCE:**

A. Sublessor agrees to keep the Subleased Premises fully insured (replacement cost) against all perils covered under a normal fire and extended coverage insurance policy including loss of rents; however, Sublessee shall, upon demand, reimburse Sublessor for Sublessee's pro rata share of the cost of the premium for such insurance policy based on the square footage ratio set forth in Paragraph 8 of this Sublease. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date which Sublessor notifies Sublessee in writing.

B. If the Subleased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Sublessor shall promptly repair all such damage and restore the Subleased Premises without expense to Sublessee, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Sublessor's control. If such damage or destruction shall render the Subleased Premises unlesseeable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Subleased Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. expenditure of fifty (50%) percent or more of the replacement cost) of the building or buildings on the Subleased Premises, Sublessor or Sublessee may elect to terminate this Sublease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction.

C. Sublessor and Sublessee hereby release each other from liability for loss or damage occurring on or to the Subleased Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Each party shall notify its insurer of said waiver prior to the effective date of this Sublease. Sublessee's property insurance may, at Sublessee's election, be carried under any general blanket coverage of Sublessee.

D. Sublessee agrees that Sublessor shall not be liable for claims of any kind or nature arising from Sublessee's use of the Subleased Premises during the term hereof, and Sublessee hereby waives all claims against Sublessor for damage to goods wares or merchandise or for injury to persons in and upon the Subleased Premises, except such as might result from the negligence of Sublessor or Sublessor's representatives, licensees or invitees or from failure of Sublessor to perform its obligation hereunder within a reasonable time after notice in writing by Sublessee requiring such performance by Sublessor.

Sublessee shall at all times during the term hereof keep in effect liability insurance or a self-funded liability program meeting the requirements of the South Carolina Tort Claims Act.

E. Sublessee will not permit said Subleased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. Sublessee will not keep, store, use or sell, or allow to be kept, stored, used or sold in or about the Subleased Premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to Subleased Premises of the same general type as those covered by this Sublease.

F. Insurance required hereunder shall be in companies rated A or better in "Bests Insurance Guide" or as otherwise authorized under South Carolina law for governmental component units (such as the South Carolina Insurance Reserve Fund). A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate or the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Sublessor. Sublessee shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Sublessor to any liability or obligation.

16. **ENVIRONMENTAL MATTERS:** As used herein, Hazardous Substances and/or Hazardous Materials shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as 'hazardous' or 'toxic' pursuant to the Comprehensive Reauthorization Act of 1986, 42, USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Federal Water Pollution Control, as amended by the Clean Water Act of 1977. 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq. As used

herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as herein defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including and Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 7401 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule regulation, order or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

The parties hereto acknowledge that Sublessee is a public library and will be storing only books, furniture and removable fixtures in the Subleased Premises to facilitate the renovation of certain library branches. The parties further acknowledge that Sublessee's operations do not involve the use, storage, generation or disposal of Hazardous Substances and/or Hazardous Material, and such substances or materials shall not be used, stored, generated or disposed of on or in the Subleased Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees.

Sublessee agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Sublessee further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Sublessee agrees that Sublessor and Sublessor's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Sublessee agrees the Sublessor nor Sublessor's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees, costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Sublessee, its invitees, employees, or any other individual or entity or the personal property of Sublessee or the others referenced above which is caused, among other things, in whole or in part by Sublessee's failure to properly maintain, clean, repair, and/or inspect the Subleased Premises. Sublessee's failure to carry out its obligations and duties under the Sublease or to notify the Sublessor or Sublessor's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions. The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Subleased Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Sublessee expressly waives the implied warranty of habitability, the implied warranty of fitness for a particular purpose and any other claim or demand based on representations or warranties as to the existence or nonexistence of Mold in a particular building or unit. Sublessee acknowledges the Sublessor and Sublessor's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Sublessee agrees to properly notify Sublessor or

Sublessor's agent should it become aware of the existence of such conditions. The provisions of this paragraph shall survive the termination of this Sublease by whatever means.

Sublessee shall further:

A. maintain the Subleased Premises within Sublessee's control in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Subleased Premises to a governmental authority required to be made by any applicable Environmental Law;

B. obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for Sublessee's operations at the Subleased Premises;

C. expeditiously cure, to the reasonable satisfaction of Sublessor, any material violation of applicable Environmental Laws at the Subleased Premises, at its own expense, to the extent such violation is finally determined by a court or administrative body of competent jurisdiction to be attributable to Sublessee's operations or the items stored by Sublessee in the Subleased Premises;

D. allow Sublessor or its representatives from time to time at Sublessor's reasonable discretion and expense to inspect the Subleased Premises and conduct an environmental assessment (including Invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Subleased Premises;

E. promptly provide or otherwise make available to Sublessor any reasonably requested environmental records concerning the Subleased Premises which Sublessee possesses;

F. remove from the Subleased Premises at its expense, by the termination date, any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle and Hazardous Material used by Sublessee or in the course of Sublessee's business including, without limitation, any underground storage tank installed by Sublessee.

Sublessee's obligations hereunder shall survive the expiration or earlier termination of this Sublease, but only to the extent that it is determined by a court or administrative body of competent jurisdiction that any damage to the Subleased Premises related to violation of Environmental Laws or the storage of Hazardous Substances or Hazardous Materials is attributable to Sublessee's operations or the items stored by Sublessee in the Subleased Premises .

Sublessor represents and warrants that it has not used, stored, generated or disposed of Hazardous Substances or Hazardous Materials in or on the Subleased Premises, and that Sublessor has no knowledge of the use, storage, generation of such substances or materials by any prior occupant of the Subleased Premises. Further, Sublessor represents and warrants that no Release has occurred in the Columbia, South Carolina operations of Lindau Chemicals that would affect Sublessee's use and occupancy of the Subleased Premises or the Sublessee's liability under any Environmental Law for its use and occupancy of the Subleased Premises. Further, Sublessor represents and warrants that should it become aware, at any time, of the use, storage, generation of such substances or materials by any prior occupant of the Subleased Premises, it will promptly notify Sublessee.

17. **SURRENDER OF SUBLEASED PREMISES:** Sublessee agrees to deliver all keys to Sublessor and to surrender the Subleased Premises at the expiration, or sooner termination, of this Sublease, or any extension thereof, broom-clean in the same condition as when said Subleased Premises were delivered to Sublessee, or as altered, pursuant to the provisions of this Sublease, ordinary wear, tear and damage by the elements excepted, and Sublessee shall remove all of its property. Sublessee agrees to pay a reasonable cleaning charge should it be necessary for Sublessor to restore or cause to be restored the Subleased Premises to the same condition as when said Subleased Premises were delivered to Sublessee.

18. **HOLDOVER:** Should Sublessee remain in possession of the Subleased Premises or any part thereof after the expiration of the term of this Sublease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Sublessee shall pay as monthly rental two (2) times the monthly rental assessed during the last month of the term of this Agreement Sublessee agrees to give Sublessor thirty (30) days prior written notice of Sublessee's intent to vacate the Subleased Premises. Sublessor may terminate the month to month tenancy by providing Sublessee thirty (30) days prior written notice.

19. **QUIET ENJOYMENT:** If and so long as Sublessee pays the rents reserved by this Sublease and performs and observes all the covenants and provisions hereof, Sublessee shall quietly enjoy the Subleased Premises, subject however, to the terms of this Sublease, and Sublessor will warrant and defend Sublessee in the enjoyment and peaceful possession of the Subleased Premises throughout the term of this Sublease.

20. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Sublease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21. **DEFAULT BY SUBLESSEE:** This Sublease is made upon the condition that the Sublessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit (a) any installment of rent, additional rent, taxes, insurance, or any other sums required to be paid by Sublessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefore, or (b) there be any default on the part of Sublessee in the observance or performance of any of the other covenants, agreements, or conditions of this Sublease on the part of Sublessee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Sublessor to Sublessee (unless such default cannot reasonably be cured within fifteen (15) days and Sublessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Sublessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Sublessee or of all or any substantial part of its properties or of the Subleased Premises shall be appointed in any action, suit or proceeding by or against Sublessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Sublessee shall admit in writing its inability to pay its obligations generally as they become due, or (g) Sublessee shall vacate or abandon the Subleased Premises, then and in any of said cases, Sublessor at its option may terminate this Sublease and re-enter upon the Subleased Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Sublessee may then be in default and accrued up to the time of such entry, including damages to Sublessor by reason of any breach or default on the part of Sublessee, or Sublessor may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Subleased Premises or voiding this Sublease.

In addition to, but not in limitation of, any of the remedies set forth in this Sublease or given to Sublessor by law or in equity, Sublessor shall also have the right and option, in the event of any default by Sublessee under this Sublease and the continuance of such default after the period of notice above provided, to retake possession of the Subleased Premises from Sublessee without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Sublessor in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Subleased Premises, shall not be construed as an election to terminate this Sublease unless Sublessor expressly exercises its option hereinabove provided to declare deemed to have absolved or discharged Sublessee from any of its obligations and liabilities for the remainder of the term of this Sublease, and Sublessee shall,

notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Sublessor rents or subleases the Subleased Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new Sublease co-extensive with the term created hereunder which is less than the rent and other charges which Sublessee would pay hereunder for such period, Sublessor may immediately upon the making of such new Sublease of the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new Sublease for the portion of the term co-extensive with the term created hereunder and the rent which Sublessee would pay hereunder for such period, together with any expense to which Sublessor may be put for brokerage commission, placing the Subleased Premises in sublesseeable condition or otherwise. If such new Sublease or tenancy is made for shorter term than the balance of the term of this Sublease, any such action brought by Sublessor to collect the deficit for that period shall not bar Sublessor from thereafter suing for any loss during the balance of the unexpired term of this Sublease.

If Sublessee at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Sublease to be made or performed by it, Sublessor, without waiving or releasing Sublessee from any obligation or default under this Sublease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Sublessee. All sums so paid by Sublessor and all costs and expenses so Incurred shall accrue interest at the rate of 18% per annum or the highest rate permitted by law, whatever is less, from the date of payment or incurring thereof by Sublessor and shall constitute additional rent payable by Sublessee under this Sublease and shall be paid by Sublessee to Sublessor upon demand.

All rights and remedies of Sublessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Sublessee agrees to pay reasonable attorney's fee and all costs if Sublessor, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Sublease agreement or to enforce any covenants, agreements, or conditions on the part of the Sublessee to be kept and performed; and Sublessee expressly waives all exemptions secured to the Sublessee under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured.

22. **ENFORCEMENT:** In the event either party shall enforce the terms of this Sublease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including reasonable attorney's fee.

23. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Sublease to perform any obligation hereunder, and any delay in performing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

24. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained within this Sublease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

25. **LIENS:** Sublessee will not permit any lien for moneys owing by Sublessee to remain against the Subleased Premises for a period of more than thirty (30) days following discovery of the same by Sublessee; provided, however, that nothing herein contained shall prevent Sublessee, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Sublessee's operation of the Subleased Premises or costs of improvements by Sublessee on the said Subleased Premises, and the postponement of payment of such claim or claims, until such

contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Sublessee, Sublessor may at Sublessor's option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Subleased Premises which Sublessee is obligated hereunder to pay and which may or might become a lien on said Subleased Premises. Sublessee agrees to repay any sums so paid by Sublessor upon demand therefor, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

26. **CONSTRUCTION OF SUBLEASE:** The word "Sublessor" as used herein shall refer to the individual, individuals, partnership or corporation called "Sublessor" at the commencement of this Sublease, and the word "Sublessee" shall likewise refer to the individual, individuals, partnership, or corporation called "Sublessee". Words of any gender used in this Sublease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

27. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

28. **COMMISSIONS:** Sublessor acknowledges the service of Colliers International South Carolina, Inc. as Real Estate Broker in this transaction and in consideration of the effort of said broker in obtaining Sublessee herein, does hereby agree to pay said broker for services rendered, commissions on the rental of the Subleased Premises in accordance with their separate agreement.

29. **SECURITY:** As security for the faithful performance by Sublessee of all of the terms and conditions of this Sublease on Sublessee's part to be performed, Sublessee has deposited with Sublessor the sum of Four Thousand, Thirteen and 97/00 Dollars (\$4,013.97). Such amount shall be returned to Sublessee, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Sublessee has fully and faithfully carried out all of the terms, covenants, and conditions of this Sublease on its part to be performed. Sublessor shall have the right to apply any part of said deposit to cure any default of Sublessee, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Sublessor. It is expressly understood that this remedy is in addition to all other remedies vested in Sublessor.

30. **NOTICES:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To the Sublessor at the following address:

Lindau Chemicals, Inc.
731 Rosewood Dr.
Columbia, SC 29201
Attn: Bill Cranford

With a copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

To the Sublessee at the following address:

Richland County, South Carolina
1431 Assembly St.
Columbia, SC 29201
Attn: Steve Sullivan

With a copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

31. **EXECUTION OF AGREEMENT:** The submission of this document for examination does not constitute an option or offer to sublease space at the Property. This document shall have no binding effect on the parties unless executed by the Sublessor and the Sublessee and a fully executed copy is delivered to the Sublessee.

32. **RENEWAL OPTION:** So long as Sublessee is not in default of this Sublease, Sublessee shall have a one-time option to renew this Sublease for a period of twelve (12) months by providing Sublessor with not less than ninety (90) days written notice prior to this Sublease termination date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the ____ day of _____, 2015.

WITNESS

SUBLESSOR: Lindau Chemicals, Inc.

By: _____

Its: _____

Date: _____

WITNESS

SUBLESSEE: RICHLAND COUNTY, SOUTH CAROLINA a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County.

By: _____

Its: _____

Date: _____

WITNESS

By: _____

Its: _____

Date: _____

COLUMBIA 1217977v2

Richland County Council Request of Action

Subject

Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data [**PAGES 81-88**]

Richland County Council Request of Action

Subject: Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data

A. Purpose

County Council is requested to approve an ordinance to amend Section 2-261, Geographic Information System (GIS); so as to eliminate the fees for GIS data.

B. Background / Discussion

The Richland County GIS program was initially proposed as a multi-agency collaborative program. However, upon preparation of a budget, the other agencies did not agree to participate. Therefore, GIS data development was initiated using funds from a capital bond issued in the late 1990s. In September of 2000, County Council directed staff to develop a cost recovery plan to mitigate GIS data development costs while complying with S.C. FOIA. A bipartisan directive was issued to staff by Council to accommodate local access to data via the internet, provide data to all contracted activities (Richland County contractors and vendors), provide for waiver or reduction of fees by Administration, and collection of reproduction costs for FOIA while discouraging data use by those seeking an undue subsidy for commercial purposes. From this direction, Section 261 of Chapter 2 was enacted in November of 2000.

As counties across America searched for ways to address the costly development of GIS data, private companies were finding great success in requesting this data from counties and reselling them back to governments and the private sector. As a result, in 2008, Horry County had to defend its right to GIS data in the S.C. Supreme Court (*Seago v. Horry County*) through U.S. Copyright protection. After County Council was briefed on the pending litigation at the 2007 Council Retreat, staff was directed to follow Horry County and submit its GIS data for U.S. Copyright Protection. Staff complied and Richland County successfully received copyright protection of its GIS data. In following Horry County, the difference between data and information was noted and Council affirmed the legitimacy of Section 2-261 (to provide for freedom of information requests, but insisting on licensing GIS data for commercial use). From experience, the most requested and licensed GIS data are property parcel boundaries. Delivery of this data is only completed after the requestor signs a Richland County licensing agreement with the understanding that the County retains all right to its authoritative data.

C. Legislative/Chronological History

On May 5, 2015, a motion was made by the Honorable Seth Rose “to amend County Code section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data.” This motion was sent to County Council’s Administration and Finance Committee for recommendation.

D. Financial Impact

There would be a minor loss of revenue to the County if fees for GIS data were eliminated. The revenue received for GIS data for the Fiscal Years July 1, 2004 through June 30, 2014 was a total of \$396,087. The loss of revenue is not the primary concern of the IT Department; more importantly would be the effect on the Information Technology Department in three major ways:

1. Expected significant increase in both volume and frequency of GIS data requests:

The IT Department has received requests from private companies from California as well as from many other states in the US. GIS data requests have also come from private companies in Canada and Western Europe. The usual intent of these companies is to get GIS data for free and then resell it. When lobbying for free GIS data, these companies usually do not disclose to their audience that they are not asking for a one-time data distribution. Many of these companies want frequent data distributions, sometimes even weekly distributions. Even the local companies in the Midlands often want a recurring data distribution as opposed to just once. The frequency will vary depending on the company.

2. Loss of GIS team productivity:

If more staff resources are dedicated to “for-free” data distribution and fewer staff resources are dedicated to Richland County GIS projects, the GIS team would have less time to work on projects to improve Richland County. More GIS projects would need to be outsourced to more expensive GIS companies and GIS projects would be diverted away from the Richland County GIS team to potentially less accountable companies. Currently the GIS Division of the IT Department already devotes about 20% of its staff time (one person out of five) to respond to GIS data requests. If the GIS fees are eliminated, a crucial throttle would also be eliminated, and GIS data requests would be expected to soar, and at a more fervent frequency.

3. Expected increase in GIS personnel turnover:

As more of the internal GIS duties become dedicated to “for-free” data distribution to benefit private companies for commercial use, the Richland County GIS team (who usually have Bachelors, Masters, and PHD degrees) would most definitely have less motivation and rationale for staying at Richland County. It does not require a Bachelors degree (or higher) to create CDs. Our talented GIS staff would have an incentive to move to organizations that would make maximum use of their skills, experience, and education. The remaining GIS staff might be comprised of CD-makers. Without naming the specific counties, this scenario can be observed in many counties, including South Carolina counties. In many counties, their GIS professionals have low skillsets and major GIS projects are outsourced to the private sector. Sometimes Richland County is compared to one or two of such counties. When making comparisons between counties, the IT Department thinks that it is important to also compare GIS staff skillsets and how major GIS projects are run. If Richland County wants to be just like a specific other county, then Richland County would need to lower the skillsets of its GIS staff and would need to outsource major GIS projects to the private sector.

E. Alternatives

1. Approve the ordinance to eliminate the fees for GIS data. Elimination would be expected to result in:
 - Minor loss of revenue, as shown above.

- Expected significant increase in both volume and frequency of GIS data requests.
 - Loss of GIS team productivity as the GIS staff devote more time to data requests than to actual Richland County projects.
 - Expected increase in GIS personnel turnover since the county’s talented GIS staff do not want to invest their education and skills to predominately create CDs instead of working on interesting and challenging GIS projects that would make a positive difference.
 - Expected increase in outsourced and expensive GIS contracts so that the county’s GIS needs would now be met by the private sector since the county staff would be consumed by GIS data distribution, worldwide.
2. Do not approve the ordinance to eliminate the fees for GIS data. Retaining the fees would:
- Retain a GIS revenue stream.
 - Retain a throttle that allows the county’s GIS team to be as productive as possible while working on actual Richland County GIS projects instead of just creating CDs for private sector companies and other organizations, worldwide.
 - Maintain the current level of GIS personnel turnover because the county’s talented GIS team can continue to invest its education and skills to working on interesting and challenging GIS projects that would make a positive difference instead of just creating CDs.
 - Maintain the current level of outsourced GIS contracts and maintain an appropriate oversight by an expert GIS staff member over any outsourced contract.
 - The primary purpose of Richland County GIS data and the GIS personnel would continue to focus on Richland County GIS projects instead of servicing the GIS data needs of other countries, other states, and the private sector, worldwide.

F. Recommendation

It is recommended Council approve the ordinance to eliminate the fees for GIS data.

Recommended by: Honorable Seth Rose
 Department: County Council – District 5
 Date: May 5, 2015

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: _____
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Information Technology

Reviewed by: Janet Claggett Date: _____
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

LegalReviewed by: Elizabeth McLean

Date:

 Recommend Council approval Recommend Council denial Council Discretion (please explain if checked)

Comments regarding recommendation:

AdministrationReviewed by: Tony McDonald

Date:

 Recommend Council approval Recommend Council denial Council Discretion (please explain if checked)

Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V., COUNTY DEPARTMENTS; DIVISION 8, INFORMATION TECHNOLOGY; SECTION 2-261, GEOGRAPHIC INFORMATION SYSTEM (GIS); SO AS TO ELIMINATE THE FEES FOR GIS DATA.

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 V., County Departments; Division 8, Information Technology; Section 2-261, Geographic Information System (GIS); is hereby amended to read as follows:

(a) The purpose of the county's geographic information system (GIS) is to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

(b) GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. ~~The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below.~~

(c) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or ~~purchases~~ receives copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his or her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

~~*Subscriber.* Customer who purchases GIS service or products on a regular, frequent, and on-going basis.~~

(d) *Data and information distribution.*

- (1) Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
- (2) All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
- (3) ~~No A fee shall be collected from customers for copies of GIS data, except for the cost of staff time and materials. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.~~
- (4) ~~Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.~~
- (5) ~~All GIS related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.~~

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY
OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Solid Waste Roll Carts Contract [**PAGES 89-124**]

Richland County Council Request of Action

Subject: Solid Waste & Recycling Roll Cart Contract

A. Purpose

Council is requested to award the Solid Waste Department's curbside roll cart supply contract to Rehrig Pacific.

B. Background / Discussion

The County has county-wide curbside garbage and recycling collection by roll carts. Every five years the contract for providing roll carts to the County is re-bid via the procurement process.

The County is currently under contract with Otto Environmental (Otto). Otto has been unable to provide roll carts to the County under the existing contract due mechanical problems at their manufacturing facility in Charlotte, NC. The Solid Waste Department subsequently placed all available garbage roll carts into service and had to purchase an interim emergency supply of cart from another roll cart supplier (Americarts). That supply of carts has been exhausted.

The most recent Procurement Bid process for the roll cart was completed earlier this month (July 2015). Given the technical requirements needed for the roll carts, the solicitation for the contract was through a competitive best value bidding process. The purpose of best value bidding is to allow factors other than price to be considered in the determination of award. These factors are defined in each solicitation – see attached. The roll carts have extensive specifications including such things as load rating, maneuverability, dimensions, resin thickness, lift system, markings, RFID integration, etc. All of these specifications are necessary to ensure that the County gets a cart that will maximize its useful life, be compatible with the equipment used to collect waste, and have the proper technology for the tracking capabilities currently being explored. The best value bid allowed the County to evaluate these other factors. Please note the most applicable areas concerning the roll cart solicitation below:

1. An assessment of the return which can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.
2. A procurement method that emphasizes value over price. The best value might not be the lowest cost.

There were three respondents to the solicitation: Rehrig Pacific Co., Otto Environmental Systems and Schaefer Systems Intl.

The lowest bidder, Schaefer Systems Intl., scored low on the cart design portion, due in part to some concerns during the evaluation process, including:

- Repair time and likelihood of requiring repairs to the lower lift bar/push pins
- Tools required to attach the lower lift bar
- Difficulty in repairing lids

After the evaluation process was completed by the evaluation team, the best value bid came from Rehrig Pacific.

C. Legislative / Chronological History

Curbside service for solid waste is required for residential properties pursuant to Chapter 12 of the County Code of Ordinances.

D. Financial Impact

The cost of the contract is estimated to be between 350K – 400K, depending on the number carts that must be replaced and number of new homes entering the system. However, the funding is available in the Solid Waste Department’s budget.

E. Alternatives

1. Approve the request to award the Solid Waste Department’s curbside roll cart supply contract to Rehrig Pacific.
2. Do not approve the request to award the Solid Waste Department’s curbside roll cart supply contract to Rehrig Pacific, and attempt to find another source of roll carts.

F. Recommendation

It is recommended that Council choose Alternative 1 due to the value associated with the bid and the urgency of securing a supply of roll carts. It is critical to get the contract established with Rehrig in order for their manufacturing facility to get set up and begin the schedule for production. Otto is still unable to guarantee delivery of any carts over the next 30 days. Americarts has promised to ship 2 trailer loads of carts in the next 2-3 weeks to bridge the gap until Rehrig is on line.

Recommended by: Rudy Curtis
Department: Solid Waste & Recycling
Date: 7/17/15

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: 7/20/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommend approval since the request is consistent with previous Council project approval and funding is available as stated.

Procurement

Reviewed by: Cheryl Patrick Date: 7/20/2015
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommend approval as per comments from Solid Waste & Finance Departments.

Legal

Reviewed by: Elizabeth McLean Date: 7/20/15
 Recommend Council approval Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 7/20/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Cart Size	Est Usage	Rehrig	Rehrig Ext	Otto	Otto Ext	Schaefer	Shaefer Ext
95g	6000	48.74	\$ 292,440.00	49.50	\$ 297,000.00	44.71	\$ 268,260.00
35g	540	41.74	\$ 22,539.60	36.77	\$ 19,855.80	34.17	\$ 18,451.80
			\$ 314,979.60		\$ 316,855.80		\$ 286,711.80



**REQUEST FOR BID
RC-624-BV-2015
Residential Roll Carts**

Authorized/Representative	Signature	Date
Jennifer Wladischkin <i>Contract Specialist</i>	<i>Jennifer Wladischkin</i>	04/14/2015

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	GENERAL CONDITIONS	1	NO
SECTION - C	SPECIAL CONDITIONS	4	NO
SECTION - D	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DRUG FREE WORKPLACE	3	YES
	NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1	YES
SECTION - E	REQUIREMENTS (<i>provide responses</i>)	9	YES
SECTION - F	SCHEDULE	1	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 390,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 - 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – B

General Conditions

General Conditions:

Located on Richland County Procurement Web Site

Located on the "Terms and Conditions" tab:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx>

Section – C

Special Conditions

SPECIAL CONDITIONS

PURPOSE

Richland County (County) is soliciting bids from qualified vendors to provide the County with roll carts. Vendors must note that the County is seeking to purchase the roll carts from a selected vendor and must not consider response offering any other quantity.

This solicitation has been compiled for providing information, requirements, guidelines, specifications, and other data that can be used by vendors who wish to submit a Bid for consideration.

It is the intention of this competitive procurement that other governmental and non-profit agencies operating within the State of South Carolina be permitted to procure the same services from the awarded Vendor, under the same terms and conditions set forth under the final negotiated contract between Vendor and the County. It is required that all such procurements reference the contract number that must be assigned by Richland County at the time of contract award.

INSTRUCTIONS

This bid is Competitive Best Value Bidding.

- 1) The County is seeking to enter a contract by competitive best value bidding subject to the provisions of the State of South Carolina Procurement Code and regulations and Richland County Code of Ordinances.
- 2) This bid will allow factors other than price to be considered in the determination of award for this project. At bid opening, the only information that will be released is the names of the participating bidders. Cost information will be provided after the ranking of bidders and the issuance of award.
- 3) False Statements in Submittal of Best Value Bids. Bidders must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in County solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. The County does not waive its rights to seek further actions.
- 4) Submission of Offers in the English Language. Offers submitted in response to this solicitation must be in English. Offers received in other than English shall be rejected.
- 5) Submission of Offers in U.S. Currency

Offers (Costs or/and prices) submitted in response to this solicitation must be in terms of official United States of America's currency (U.S. Dollar); offers received in other than U.S. dollars must be rejected.

- 6) Best Value Bids must be publicly received and recorded at the time and place indicated on "Solicitation, Offer & Award", Section G, item # 6 and amendments of this solicitation.
- 7) Best Value Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Best Value Bids. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

- 8) Only one bid per company will be accepted.
- 9) A non mandatory Pre-Solicitation Conference will be held on Tuesday, April 28, 2015 at 10:00 AM Local Time. The conference will be held at:

*Richland County Government
2020 Hampton Street, 4th Floor Conference Room, Suite 4068
Columbia, SC 29204*

Please RSVP if you plan to attend the Pre-Solicitation Conference by contacting Jennifer Wladischkin:

Email: wladj@rcgov.us
Phone: 803-576-2126

One original sealed Best Value Bid clearly marked: "RC-624-BV-2015, Residential Roll Carts" must be submitted in an enclosed and secured envelope/container; the container must be addressed to:

*Richland County Government- Office of Procurement and Contracting
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin*

Additionally; Bidder must submit one exact electronic copy of the original on a compact disc (CD) or a USB flash drive. The electronic copy must be labeled "RC-624-BV-2015- Residential Roll Carts" and submitted with envelope/container to the address shown above.

Bids must be accepted until 2:00PM, Thursday, May 14, 2015 Local Time. Bids submitted after the above date and time must not be considered.

- 10) The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately.
- 11) Mistakes may be crossed out and corrections inserted adjacent thereto, and must be initialed in ink by the person signing the Best Value Bid.
- 12) The County shall not accept responsibility for unidentified Best Value Bids.
- 13) The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs must be borne by the Bidder.
- 14) It is the intent and purpose of the County that this solicitation permits competition. It must be the participant's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be submitted in writing, and must be received by the Office of Procurement at least fourteen (14) calendar days prior to Best Value Bids receipt date. A review of such notification must be made.

- 15) Every effort has been made to ensure that all information needed is included in this document. If the participants find that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least fourteen (14) calendar days prior to bids receipt date. No further questions will be accepted after that date.
- 16) Offeror(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
- 17) The County reserves the right to accept or reject any or all bids received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

EVALUATION AND AWARD CRITERIA

A. GENERAL

A duly appointed Evaluation Team (Team) will conduct Best Value Bid evaluations; the Team shall be assigned by the County. Best Value Bid will be evaluated and the Team shall assign ratings to each Best Value Bid submitted and **may** establish a "short list" representing the top firms for further evaluation (at the County's discretion), at which time the County reserves the right to establish different and separate evaluation criteria. Documents also may be examined by other agencies and consultants at the discretion of the County.

The County reserves the right to request any of the top ranked submittals to appear for oral interviews and/or provide electronic presentations in order to further evaluate submittals. Top ranked submittal(s) will be evaluated based on criteria established for the second round of evaluations (if conducted).

The County will ultimately select the Qualified Proponent who demonstrates the greatest combination of capability, experience, vision, and commitment for the development of the proposed project.

The evaluation process is to determine which Best Value Bid is most advantageous to the County taking into consideration evaluation factors set forth in the solicitation and such evaluation criteria as established internally for evaluations.

The County may select one or more step(s) to have a proposed solution by a selected proposer (at County's discretion) demonstrated in a real life, test scenario environment and **may** include live, face to face, oral presentations and demonstrations.

The County **may** also schedule follow up discussions or customer site visits as, in its sole discretion, is considered appropriate. The County may then negotiate with the top ranked Offeror over terms, conditions, or other items, including cost.

If an agreement cannot be reached with the top Proposer, the County may then negotiate in descending order. The County is not obligated to accept the lowest cost; award of a contract will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable cost (as determined by the County), and is most advantageous to the County.

The County will further take into consideration soundness, flexibility, functional capability, quality of performance, service, and time specified for performance of the contract; ability to provide support, overall cost, and Proposer's references, and any other factors that may impact the project.

The County reserves the right to reject all Best Value Bids or accept such Best Value Bids, as appears in its own best interest, and to waive technicalities or irregularities (deemed "minor informalities") of any kind in the Best Value Bid.

B. MINIMUM GENERAL EVALUATION CRITERIA

The evaluation factors to be considered in the evaluation of Best Value Bids are listed below, each contractor must respond in writing to all criteria and requirements:

- a) Cost. Overall cost per cart. Include RFID tags, taxes and shipping. *Points: 35*
 - b) Design. Reliability, durability and ease of repairs are major factors. Testing and evaluation by County staff. *Points: 25*
 - c) Performance History. Provide experience and qualifications of the contractor. Provide five (5) references to include information such as contact name, phone number email address, etc. *Points: 20*
 - d) Capability to Perform. Must demonstrate the resources necessary to provide carts to meet the County's needs in a timely manner. Provide current capacity and describe ability to execute the contract requirements. *Points: 20*
- 18) To maintain the integrity of the procurement process, all contacts and discussions must be directed to the Director of Procurement or the appropriate procurement officer designated by the Procurement Director. Verbal comments or discussions by county personnel relative to this solicitation shall not be binding.
- 19) The carts must be delivered to:
Richland County Solid Waste Department
1070 Caughman Road North
Columbia, SC 29203
- 20) The terms of this contract shall be one (1) year from the date of award with four (4) one year optional renewals. The total duration of this contract must not exceed sixty (60) months.

SECTION -D

*STATEMENT OF ASSURANCE, COMPLIANCE
& NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County Government, South Carolina
Statement of Assurance, Compliance and Noncollusion

State of

County of

being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor shall affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ My commission expires:
(Title)

NOTARY SEAL

RICHLAND COUNTY GOVERNMENT DRUG-FREE WORKPLACE CERTIFICATION

Company:

Project Number:

Project Name:

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, Chapter 107.

Richland County Government (County) requires certification from participants in the Procurement process that it will comply with the statutory and administrative requirements in carrying out work or service or under contract. The certification is a requirement for Federal grant programs as described in Title 49, Code of Federal Regulations, Part 29.

Participants are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation.

The agreement contains specific assurances on the Drug-Free Workplace Act of 1988. Except for the certified items below marked not applicable (N/A), the list includes major requirements for these aspects of implementation, although it is not comprehensive, nor does it relieve the participants from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 that, as a condition of employment the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The County will be notified in writing within five calendar days and the federal granting agency ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, (including position title of the employee) to the County and the federal granting agency. Notices must include the project number of each affected grant.

Yes No N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment.

I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Location

Street Address:

City:

State and Zip code:

Name of Agent:

Signature of Agent:

Date:

Subscribed and sworn to me this _____ day of _____ 20_____

Title:

My Commission expires:

NOTARY SEAL

No Bid Response

If a "No Response" is to be submitted, please check the appropriate box below and return this form, prior to the solicitation due date, addressed to:

Richland County Government
Procurement and Contracting
2020 Hampton St., (Third Floor) Suite 3064
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare Qualification
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify)

Company: _____

Phone/Fax: _____

Email: _____

Company Rep.: _____

Signature: _____

SECTION – E

REQUIREMENTS

Product Specifications for 95 and 35 Gallon Universal Residential Roll Carts

Minimum Requirements

1. CART SPECIFICATIONS

The carts offered must be 95 gallons / 35 gallons (+/-3%) and must comply with the following listed specifications:

LOAD RATING: The cart must be designed to regularly receive and dump the following pounds of materials, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.

Minimum 332 pounds for 95 gallon / 122 pounds for 35 gallon. Specify the load rating of the cart proposed in your bid.

MANEUVERABILITY: To ensure that the proposed cart is easily operated by the citizens, the proposer must state the average tipping forces required to maneuver a fully loaded cart when tilted to the roll position. The proposer must also submit documentation that conforms to ANSI Z-245.60 *Force To Tip* testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 77 pounds for 95 gallon and 27 pounds for 35 gallon. Any cart that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

RESIN WEIGHT: The quoted cart must be manufactured to achieve a minimum resin weight of 34 pounds for 95 gallon and 17 pounds for 35 gallon.

WALL THICKNESS: The quoted cart must have a nominal wall thickness of 0.175 inches for 95 gallon and 0.150 inches for the 35 gallon throughout the body of the cart and a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism) for both carts. The minimum wall thickness of the lid must be 0.140 inches for 95 gallon cart and 0.130 inches for 35 gallon cart.

CAPACITY: The total capacity of the cart bodies, excluding the lid, must be a 95 and 35 U.S. gallons (+/- 3%). Proposer must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

DIMENSIONS: The minimum exterior dimensions of the completely assembled cart are as follows:

<u>95 Gallon</u>	<u>35 Gallon</u>
HEIGHT: 45.00 inches	HEIGHT: 39.00 inches
DEPTH : 33.00 inches	DEPTH: 22.00 inches
WIDTH : 28.50 inches	WIDTH: 20.00 inches

Variances may be granted, at the sole discretion of the county, with adequate justification provided to the county in writing.

WHEELS: Wheels must be minimum 10" (95 gallon) / 8" (35 gallon) in diameter and 1.75" wide with grooved treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs (95 gallon) and 150 lbs (35 gallon). Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.

NUMBER OF PARTS: The proposer must state the number of separate parts that comprise each cart to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc.

2. CART REQUIREMENTS

The roll cart must be compatible with standard American semi-automated bar-locking rear lifters (ANSI type B) along with automated side loaders (Type G) and function as follows:

ANSI CONFORMANCE: Carts proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts.

The proposer must submit independently certified copies of all ANSI test results with proposal to demonstrate compliance with the aforementioned ANSI standards. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on a Semi-Automated Cart Lifter.

INTERIOR CONSTRUCTION: The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the carts could become trapped.

STABILITY: Each cart must be stable and self-balancing when in the upright position, either loaded or empty. The cart must be designed to withstand winds averaging 35 mph when empty (based on the average wind resistance of the four sides of the cart). ANSI tests results must be submitted with the bid.

LIFT SYSTEM: Each cart must be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking rear lifters and automated side loaders. The upper lift point must be integrally molded into the body of the cart with no less than (7) seven support ribs under the lifting pocket for the proposed 95 gallon roll cart. The lower metal bar must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of normal lifter attachment, and must be a 1" diameter galvanized free floating steel bar which can be easily replaced. The length of the bar must not exceed 9½ inches. The steel bar must be held in place by a pre-installed spring loaded metal latch on each end where the bar has no more than ½" lateral movement when installed. The spring loaded metal latch must be located on the interior of the cart to avoid interaction with the cart tippers but must be accessible from the exterior of the cart. Latches placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws or bolts. Carts with bolted-on lower bars are NOT acceptable. Alternate latch pins designs may be presented. The evaluation committee will, at its sole discretion, determine acceptability of alternate designs

ABRASION PROTECTION: The carts should be designed with a double drag rail on the cart bottom. The cart base must be reinforced in the area that contacts the ground.

RIM OF BODY: The top of the cart body must be molded with a reinforced rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the cart.

LID: The lid must be of one piece construction of high density polyethylene resin (HDPE) and must be manufactured of the same material as used in the cart body. The lid must be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position or as it is opened from water on top. The lid must not allow ponding of water on its top. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or cart body. Living hinges and lid counter weights are unacceptable. The manufacturer may not attach lids to carts using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. Lid attachment hinge must be no less than 1.25" in width. Lids must be pre-installed at the time of manufacturer.

HANDLES: Each cart must be equipped with a handle that is a minimum of 1" diameter. The handle and handle

mounts must be an integrally molded part of the cart body. The handle must be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

AXLE: The axle must be a minimum of 3/4" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (4) four molded-in plastic journals in the cart bottom and must not be exposed to contents inside of cart. There must also be (2) two half journals molded into the bottom of the cart for the axle to slide through to ensure proper weight distribution of the contents of the cart. Axles attached by means of bolts or rivets are unacceptable.

EASE OF ASSEMBLY AND DISASSEMBLY: The proposer must supply a cart assembly instruction sheet with their response. The instruction sheet should include a list of cart parts and a list of tools needed for assembly. If a special tool is required, the vendor receiving the award must provide the county with at least six (6) tools with the first shipment of carts after the award.

PARTS AVAILABILITY: All proposers will supply a listing of replacement parts available for their model cart. The successful vendor must be capable of providing replacement parts within ten (10) calendar days of the county placing an order. County cart repair technicians maintain all county roll carts. The contract vendor must secure written authorization from the county prior to the contract vendor making any change to any aspect of the roll cart. Failure to do so must be grounds for the county to refuse shipment of any such load of carts or to return carts at the expense of the contract vendor if the county determines a delivery of carts was made with an unauthorized modification.

COLOR: Carts must be a color impregnated into the plastic consistent with the two (2) colors currently used by the county. Proposer must submit color chips in their response showing they can match the county colors.

3. MANUFACTURING PROCESSES AND MATERIALS

Each roll cart must consist of a body, lid, wheels, axle and necessary accessories. The resin material and the finished cart must meet the minimum specifications herein.

MATERIAL: Resin for the cart body and lid must be first quality high-density polyethylene (HDPE) provided by a well-established resin manufacturer. Off-spec or wide spec material and dry blending of material is not acceptable. The proposer must submit a technical data sheet from the resin producer used by the proposer.

RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished cart. Color HDPE chips to match the two county cart colors must be submitted with the bid response package. See color picture of the county's existing roll carts at the end of this bid document. It must be the responsibility of the proposer to ensure that both colors can be matched precisely and without a price adjustment for color. The 35 gallon roll cart must be in the county's dark green only. The 95 gallon must be in dark green (trash) and lime green (recycling)

All plastic parts must be specifically prepared to be colorfast so that the plastic material does not fade appreciably in normal use during the warranty period. Carts must be manufactured using a hindered amine light (HAL) stabilizer package or equivalent, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The cart must be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.

The proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

RECYCLE REQUIREMENT: The successful vendor must agree to take and recycle all carts and cart parts generated by the county that have reached the end of their useful life at no direct/additional cost to the county.

The successful vendor must be wholly responsible for disassembly, loading and shipment of the carts and cart parts. The successful vendor agrees to remove these carts from the storage location within ten (10) calendar days of notification that a load of non-serviceable carts is ready for pick up. Typically the county generates about 300 carts every 6-8 weeks. Failure to meet any aspect of the recycle requirement is unacceptable and may be considered a breach of contract once the award has been made.

TESTING: On or before the bid closing time and date, each proposer must submit a sample cart of the specific model proposed in the bid response. The sample carts will be evaluated by county cart technicians to determine the roughness, ease of repair and overall design capabilities. It will be at the discretion of Richland County as to the tests performed. A testing committee will review the performance of each cart. Failure to pass all portions of the testing could result in disqualification of the proposer. The proposer, by submitting a bid agrees to accept the testing requirements stated in this bid.

Samples must be delivered, no later than the bid opening date, to:

Richland County Solid Waste
Attn. Rudy Curtis
1070 Caughman Rd. N.
Columbia, SC 29203

4. **MARKINGS**

Each cart must be permanently marked with letter/numbers, as follows:

SERIAL NUMBER: Each cart must have a serial number branded in white on the cart. The serial number must be reasonably consistent with existing county serial numbers. The serial number must be pre-associated with a passive Gen 2 ultrahigh radio frequency identification (UHF RFID) tag by the cart manufacturer. The proposer will maintain an electronic file and database that will identify the date of manufacture by the serial number for warranty purposes in the future. This information must be provided to the county on demand.

CART SEAL: The current Richland County seal must be affixed by hot stamp onto both sides of the cart body at a size and in a location approved by the county. The seal must comply with the in-mold label specifications below. The County will provide an image file of the official seal.

USER INSTRUCTION: Instructions for the safe use and cleaning of the cart must be molded into each lid. Instructions must be approved by Richland County. Recycle roll carts must have "RECYCLE ONLY" in a contrasting color (approved by county) on the lid. Trash roll carts must have "HOUSEHOLD GARBAGE ONLY" in a contrasting color (approved by county) on the lid.

LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating must be stated in both pounds and kilograms.

5. **IN-MOLD LABEL SPECIFICATIONS**

The In-Mold Label must comply with the following listed specifications:

PRICING: In-Mold Label costs for carts must be distributed over the term of the contract to be incorporated into the unit price per cart and must include brand plate, label design, layout, proofing, color printing, ultra violet ray protection and placement on the lid of the cart.

MANUFACTURING PROCESS: In-Mold Label must be permanent. It should not wear. It must have ultra-violet and other protection from the effects of the sun.

COLOR AND GRAPHICS: The In-Mold Label images and language must be approved by the county. All proofs for the label must be included as part of the unit price.

6. RFID INTEGRATION

RFID INTEGRATION: All carts must be equipped with a passive Gen2 UHF RFID tag/inlay that has been pre-associated with the serial number by the manufacturer. The RFID tag/inlay must be installed with no exposure to the outside elements. The serial number should be consistent with existing county cart serial numbers. The serial number must be the same number as what is used to identify the cart for warranty purposes. RFID Tags affixed to the cart lid are unacceptable.

RFID ASSOCIATION: As stated, all carts must have a serial number along with a passive Gen 2 UHF RFID tag that has been pre-associated by the manufacturer. It is the responsibility of the cart manufacturer to provide, maintain and provide to the county an electronic data base for the county which includes the association information. The data base must include each cart’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future cart purchases during the term of the contract. The County may at any time request this information during the production of carts and said proposer must provide the association information within 48 hours of request.

RFID INLAY SPECIFICATIONS: The RFID inlay must be passive Gen 2 UHF Tag and have an optimal operating frequency consistent with our existing roll carts and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions must not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005” polyester SmartCard material using a heavy duty P7 permanent adhesive.

RFID TAG TESTING: RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.

RFID TAG VERIFICATION: The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

RFID EXPERIENCE: Please illustrate your experience in providing communities with RFID enabled carts.

A Vendor’s experience in providing RFID enabled carts in the industry will be a major evaluating factor in the selection process.

7. DATA INTEGRATION

The awarded cart manufacturer must be able to migrate data from their manufacturing facility directly to the asset management software used by the county.

The Vendor is responsible for migrating manufacturing data directly from their cart manufacturing facility to the asset management software employed by the county. The data included in the specified file format from the manufacturer would need to include information on each individual cart including but not limited to, cart size, type, serial number, RFID value, date of manufacture and plant of manufacture. At the time a cart is produced at the manufacturing facility, the production data (including cart serial number and RFID Tag Value) should be in a format that can be associated to the county’s specific asset management software portal in an effort to build an inventory of new carts and to start the monitoring process of cart inventories and their locations.

8. Assembly, Distribution and Tracking Services for Carts

The Vendor must be capable of coordinating the delivery of carts from the manufacturing plant, unloading of carts, assembling necessary parts, and distributing the carts to homes throughout the county should the need ever arise.

The Vendor must be responsible for routine delivery of carts to designated locations within the county within

ten (10) calendar days of receiving an official order. Any damage to the carts during any phase of the delivery must be the responsibility of the Vendor to replace in kind. The county must be responsible for unloading routine deliveries of carts provided 24 hour's notice is given to the county. Otherwise the Vendor must be responsible for off-loading. Clearly state if the carts will be assembled when delivered.

9. WARRANTY

The proposer must submit with its proposal a warranty specimen of the exact warranty offered for the roll carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any cart or any component part that fail in materials or workmanship for a period of ten (10) years after delivery to the county. The transportation costs of sending the warranty carts or parts to county and taxes must be assumed by the vendor. The warranty must apply for all carts and parts delivered during the term of the contract. The Proposer's warranty is understood to include but not be limited to the following whether stated in Proposer's warranty or not. The county must be the final arbiter in cases of dispute.

The warranty must also cover:

Failure of the lid to prevent rainwater from entering the cart when in the closed position;

Failure of the lid to prevent water from entering the cart when the lid is opened with water ponding on top of the lid;

Damage to the cart body, lid or any component parts through opening or closing the lid;

Failure of the lower lift bar from damage during normal interfacing with standard ANSI approved lifting devices;

Failure of the body and lid to maintain their original shape under normal use;

Damage or cracking of the cart body through normal operating conditions;

Failure of the wheels to provide continuous easy mobility as originally designed;

Failure of any part to conform to minimum standards as specified herein.

If proposer is owned (or purchased) by another business entity, the owning entity must also accept full financial responsibility for the warranty of the proposer. The proposer must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the proposer, should the proposer ever be in a position to not do so. Such letter must be signed by the owning entity's top officer and notarized.

10. Additional Requirements and Information Pertinent to the Bid

All carts must be made of at least 25% recycled materials by weight. Please state in your bid the minimum recycled content. The percentage of recycled content must accompany each batch or load shipped to county if different from the initial declaration.

The unit price per cart submitted in the initial proposal must remain in effect at least until October 1, 2015. However, beginning October 1, 2015 and for the duration of the term on the contract, unit prices may be adjusted no more often than quarterly based on the published price of resin used in cart production. Upward adjustments are optional; downward adjustments are mandatory. Adjustments must be based on one cent incremental price variances in the published price of resin. Price changes must be provided to the county in writing no less than fourteen (14) calendar days prior to the end of each quarter. Failure to provide notice of an increase must ensure that the price at the end of that quarter must remain in effect for the upcoming quarter. A decrease in resin price consistent with the provisions above must automatically take effect based on the most recent published price as of the first day of each quarter. Decreases in resin prices do not relieve the proposer of any obligation to provide quarterly resin price notices.

Proof of the validity of a request for a price change must be the responsibility of the successful vendor. The vendor must provide to county certified documentation from Chem Data Report and/or Plastic News (or other county authorized source) to validate its request for a price change. The county reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

Expected quantity of carts to be purchased is typically 500 per month; however, nothing here must be construed to be a guaranteed minimum monthly quantity to be ordered. Delivery of carts must be within ten (10) calendar days of receiving an official order from the county. The proposer must state if there is a minimum or maximum number of carts that may be ordered at any given time. The minimum shipment cannot exceed the quantity that can be shipped in one 53' foot trailer.

Provide replacement part unit costs (including taxes and freight) for each component of the roll cart. State whether the unit is individual or case quantity and state minimum order quantities if applicable.

Proposer must certify in writing that they meet all of the specifications cited herein or clearly state any exceptions or exclusion to the listed requirements along with the reason(s) for those. The proposer must present certified test data to support any claim of equivalency on any requirement. The county may reject any proposal that fails to meet the specifications as stated herein.

REQUIRED INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

MANUFACTURING PROCESS:

STATE THE MANUFACTURING LOCATION(S) OF CARTS PROPOSED FOR THIS BID:

MANEUVERABILITY: Must conform to ANSI Z-245.60 *Force To Tip* testing that clearly defines the cart's maximum average tipping force.

STATE MAXIMUM AVERAGE FORCE: 95 Gallon _____ pounds 35 Gallon _____ pounds

RESIN WEIGHT: The quoted cart must be manufactured to achieve a minimum resin weight of 34 pounds for 95 gallon and 17 pounds for 35 gallon.

STATE RESIN WEIGHT OF CART: 95 Gallon _____ pounds 35 Gallon _____ pounds

WALL THICKNESS: The quoted cart must have a nominal wall thickness of 0.175 inches for 95 gallon and 0.150 inches for the 35 gallon throughout the body of the cart and a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism) for both carts. The minimum wall thickness of the lid must be 0.140 inches for 95 gallon cart and 0.130 inches for 35 gallon cart.

STATE BODY WALL THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

STATE CRITICAL WEAR POINT THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

STATE LID WALL THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

CAPACITY: The total capacity of the cart bodies, excluding the lid, must be a 95 and 35 U.S. gallons (+/- 3%).

STATE TOTAL CAPACITY: 95 Gallon Cart _____ gallons 35 Gallon Cart _____ gallons

DIMENSIONS:

STATE HEIGHT: _____ inches

STATE HEIGHT: _____ inches

STATE DEPTH: _____ inches

STATE DEPTH: _____ inches

STATE WIDTH: _____ inches

STATE WIDTH: _____ inches

NUMBER OF PARTS:

95 Gallon _____

35 Gallon _____

RFID EXPERIENCE:

Number of RFID enabled carts on the street _____

Number of Customer Locations that have received your RFID enabled carts _____

Roll Cart Colors



SECTION - F

Cost Schedule

Bidder should submit individual cost schedule based on proposed cost scheme submittal.

The Offeror must furnish items and services identified under description in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document proposed prices/costs must hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this	day of
my commission expires:	Title:

(Must be notarized by a Notary Public)

SEAL

SECTION -G

SOLICITATION OFFER & AWARD

Richland County Council Request of Action

Subject

Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match [**PAGES 125-127**]

Richland County Council Request of Action

Subject: Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match

A. Purpose

County Council is requested to approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover. This grant was not included in the Sheriff's grant budget request for FY 2016.

B. Background / Discussion

The Richland County Sheriff's Department has applied for funds for the Office of Community Oriented Policing (COPS) to provide salary and fringe benefits for one (1) entry level Sheriff Patrol Officer. The grant requires a 25% grant match. This officer will be dedicated to providing law enforcement services to the Town of Eastover.

If awarded, the grant will begin on October 1, 2015 and end on September 30, 2018. The funding amounts are for the entire 36 month grant period.

Please note that this grant program requires the Sheriff's Department to pick up the grant funded position for 12 months once funding ends.

C. Legislative / Chronological History

- June 19, 2015 – The Sheriff's Department applied for grant funding for one patrol officer from the COPS Hiring Program. This opportunity was not available when the original grant budget request was prepared.

D. Financial Impact

If the Sheriff's Department is awarded the grant, the financial impact to the County is the amount of the 25% grant match, \$41,338. Please see the financial breakdown below:

Salaries/Fringes (Grantor-75%)	\$124,015**
Match (25%)	<u>\$41,338**</u>
Total	\$165,353

***Amounts cover the entire 36 month grant period*

Once the grant ends, the cost to fund the position will be \$75,702 (salary and fringe benefits).

E. Alternatives

1. Approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover, including the 25% grant match of \$41,338.
2. Do not approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover.

F. Recommendation

It is recommended that Council approve the request to fund the grant for a dedicated patrol officer for the Town of Eastover. This project will improve law enforcement response to citizens in the Town and will allow for greater citizen quality of life.

Recommended by: Chris Cowan
Department: Sheriff's Department
Date: July 7, 2015

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 Date: 7/14/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a funding decision for Council discretion. The request was made as a motion during the FY16 budget discussion but was not moved forward. Therefore, approval would require the identification of a funding source. Based on the ROA, the grant match is \$41k over three years so FY16 would need approximately \$14k.

As stated in the ROA, the position would be required to be picked up by the County for approximately \$75k in year four.

Grants

Reviewed by: Brandon Madden Date: 7/14/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Funding decision left to Council's discretion.

Legal

Reviewed by: Elizabeth McLean Date: 7/15/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to the discretion of Council.

Administration

Reviewed by: Warren Harley Date: 7/15/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: As stated by Finance Council must identify a funding source. Administration recommends that the Town of Eastover be responsible for the \$14K annual grant match. It must also be noted that the grant requires the position to be picked up by the County after the grant has expired; therefore, Administration further recommends that the projected \$75K for the position after the grant expires be picked up by the Town of Eastover.

Richland County Council Request of Action

Subject

Approval of FY 15-16 Budgets within the FY 15-16 Annual Action for Community Development Department Federal Funds [**PAGES 128-131**]

Richland County Council Request of Action

Subject: Approval of FY 15-16 Budgets within the
FY 15-16 Annual Action for Community Development Department Federal Funds

A. Purpose

County Council is requested to approve the itemized budgets for the Community Development Block Grant and HOME Investment Partnership federal funds for FY 15-16. These budgets are not County general funds but federal funds.

B. Background / Discussion

The upcoming year’s budget for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) will be included in the proposed FY 15-16 Annual Action Plan which will be submitted to the US Department of HUD by August 14, 2015. A public meeting will be advertised and held in July 2015. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend. The Annual Action Plan however does require Council action through endorsement and/or approval of the plan. The completed FY 15-16 Annual Action Plan will be submitted for Council endorsement and/or approval in fall/winter 2015. At this time, we seek approval on the FY 15-16 CDBG and HOME budgets as outlined in the financial impact section of this request.

Please note that this request is more of an internal mandate than a HUD requirement, but Council action will strengthen the Annual Action plan as well as provide public support. The CDBG and HOME budgets reflect FY 15-16 funds under the Annual Action Plan section.

This approval is requested because the Action Plan is due August 14, 2015, and Council will be on break during that time. The Community Development Department will bring the full Action Plan before the Council later this year for full approval.

C. Legislative / Chronological History

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

D. Financial Impact

Please see the estimated draft budgets below for both CDBG and HOME funds:

FY 15-16 CDBG Project	\$1,304,378.00
	Grant Total
Lower Richland Sewer Tap Connection for low-income citizens	\$350,000.00
St. Lawrence Place (Homeless Shelter)	\$30,000.00
Hollywood Hills Project (Sewer continuation)	\$320,303.00
Energy Efficient/Handicap Ramp (carry forward funds)	\$0.00
CHA - Section 3 Job Development/Job Training Skills	\$50,000.00
HOME Project Delivery	\$60,000.00
Analysis of Impediments to Fair Housing (AI) Plan	\$40,000.00
Columbia Mobile Home Park – Infrastructure	\$100,000.00
Olympia Museum – Phase II	\$50,000.00
Veterans Treatment Court Enhancement	\$43,200.00

Administration (not to exceed 20%)	\$260,875.00
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HOME Grant Award for FY 15-16	\$ 469,432.00
	Total Grant Amount
*HOME Match from County Funds	\$105,622.00
CHDO Set Aside Programmatic and Operating Funds - Countywide	\$208,111.00
Housing Rehab Program (owner-occupied only) – Countywide	\$180,000.00
RCHAP (down payment assistance for 1 st time homebuyers) – Countywide	\$140,000.00
Administration (not exceed 10%)	\$ 46,943.00

* The only financial impact to the County is the HOME match requirement. The amount of HOME Match is \$105,622 and is required from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

E. Alternatives

1. Approve the FY 15-16 estimated budgets for CDBG and HOME to be found in the FY 15-16 Action Plan due to HUD by August 14, 2015. These funds are grant funds from the U.S. Department of HUD.
2. Do not approve the estimated FY 15-16 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

F. Recommendation

It is recommended by the Community Development Department that Council approve the FY 15-16 estimated budgets for CDBG and HOME to be found in the FY 15-16 Action Plan due to HUD August 14, 2015.

Recommended by: Valeria Jackson
 Department: Community Development
 Date: 7/6/2015

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/7/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Recommend approval based on previous commitment for the Lower Richland Sewer project of \$350,000 and the \$105,622 of County match was approved in the FY16 budget.

GrantsReviewed by: Brandon Madden

Date: 7/7/2015

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

LegalReviewed by: Elizabeth McLean

Date: 7/7/15

 Recommend Council approval Recommend Council denial

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

AdministrationReviewed by: Sparty Hammett

Date: 7/7/15

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000 **[PAGES 132-134]**

Richland County Council Request of Action

Subject: Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000

A. Purpose

County Council is requested to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

B. Background / Discussion

In 2011, the County entered into an agreement with Buck Consultants to performing consulting services to benchmark the County's positions to the market for base salary and total cash compensation.

In September 2013, the agreement with Buck Consultants was amended to expand their scope of work to include the following:

- Compensation and administration review for the Alvin S. Glenn Detention Center's staff
- Review of the County's attorney positions
- Review of internal equity for Director, Deputy Director, Assistant Director and Manager level positions, including grading and titling

In January 2015, the agreement with Buck Consultants was amended to expand their scope of work to include the following:

- Benchmarking of nine (9) positions and levels within the County's Information Technology Department (IT) and the County's salary structures
- Establishment of a job family with IT

In past years, the expenditures by the Human Resources Department (HR) for the services performed by Buck Consultants to the County have not exceeded the \$100,000 threshold for the blanket purchase order. However, in fiscal year 15, the cost of the services provided by Buck Consultants exceeded \$100,000.

In order to increase the blanket purchase order for Buck Consultants to pay them for the services rendered to the County over \$100,000, HR staff is seeking County Council approval.

C. Legislative / Chronological History

- June 2011 – Agreement with Buck Consultants to perform consulting services
- September 2013 – Addendum to original agreement with Buck Consultants to perform additional consulting services
- January 2015 – Addendum to original agreement with Buck Consultants to perform additional consulting services

D. Financial Impact

The financial impact of this request to the County will not exceed \$125,000. The funding for the invoice(s) from Buck Consultants is available in the HR budget. Therefore, no new funding is requested.

E. Alternatives

1. Approve the request to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

2. Do not approve the request to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit. This would leave outstanding invoices to be paid.

F. Recommendation

It is recommended that Council approve the request to grant authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

Recommended by: T. Dwight Hanna
Department: Human Resources
Date: 7.6.15

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 7/8/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

As stated the request is to cover FY15 invoices. Budget funds are available.

Procurement

Reviewed by: Cheryl Patrick Date: 07/08/2015
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 7/9/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta Date: July 10, 2015
X Recommend Council approval Recommend Council denial
Comments regarding recommendation: It is recommended that Council approve the request to grant authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit. Budgeted funds are available. Therefore, no new / additional funds are needed.

Richland County Council Request of Action

Subject

Bond Issuance – 2015 [**PAGES 135-174**]

Richland County Council Request of Action

Subject: Bond Issuance – 2015

A. Purpose

County Council is requested to approve the attached Capital Projects list in conjunction with the bond ordinance for approximately \$7,000,000 as presented at Council’s Annual Retreat in January 2015 by the County Administrator.

B. Background / Discussion

At the Retreat, the County Administrator provided Council with information regarding the capital needs assessment for County facilities. A list of annual recurring commitments was included, as well as a list of new, unfunded requests. As discussed during the session, the maximum target County debt is \$15,000,000.

The Administrator is recommending a planned bond issue for \$7,000,000 in the Fall of 2015, which includes the annual recurring commitments, such as the Sheriff’s Department’s vehicle purchase, ambulance purchases and County building improvements. The recommendation is to only issue new debt for the projects currently committed (annual recurring bond issue), and reserve the remaining capacity (\$8,000,000) for future use.

The Administrator presented the aforementioned funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing departments’ requests as provided through the Capital Improvements Plan (CIP).

The recommended Capital Projects list is attached, as is the bond ordinance by title only.

C. Legislative / Chronological History

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

D. Financial Impact

Maximum target new debt	\$15m
Administrator’s recommended debt issue	\$ 7m
Reserve capacity for future issue	\$ 8m

There is no additional financial impact based on the approval of the Capital Projects list, as it maintains the same level of debt service. The financial impact of the bond issue cannot be determined until the bonds are issued; however, the preliminary analysis suggests the bond repayment could be absorbed within the current County debt service millage rate, which is our current practice. This strategy, which has been used for several years, will keep debt service payments flat, and will not require an increase in taxes for our taxpayers.

E. Alternatives

1. Approve the Capital Projects list and bond ordinance as recommended.
2. Approve an amended Capital Projects list and bond ordinance.

3. Defer the approval of the Capital Projects list and bond ordinance until a later time.
4. Do not approve a Capital Projects list or associated bond ordinance at this time, and do not move forward with this item.

F. Recommendation

It is recommended that Council approve Alternative 1.

Recommended by: Tony McDonald

Department: Administration

Date: July 21, 2015

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: 7/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is consistent with the County’s financial plans

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the capital projects list and bond ordinance as outlined above.

Attachment - Administrator's Recommended Capital Projects List

Current Annually Recurring Commitments - 2015

Sheriff's Department - Vehicle Replacement	\$2.5m
Sheriff's Department - Vehicle Equipment	700k
Emergency Medical Services - Vehicle Replacement	2.0m
County Facility Improvement Plan	<u>2.1m</u>
Current Commitment	\$7.3m

Additional Major Requests (Estimates Only)

Voter Registration/Election Commission – New Facility	1.5m
Columbia Area Mental Health – New Facility	2.0m
Department of Social Services – New Facility	2 – 37m
CASA Department/Fostering Futures \$700k annual operating costs	2.0m
Treasurer Department – satellite office	1 – 1.5m
Sheriff Department – New Law Enforcement/Training Facility (\$66M requested in 2017)	8.0m
Sheriff Department – Other Vehicle equipment	160k
Sheriff Department – Crime Lab Equipment	350k
Sheriff Department – Crime Lab Expansion	1.0m
Sheriff Department - Airplane Replacement	1.0m
Sheriff Department – Technology Equipment	920k
Emergency Operations Center - additional funding New Facility (land purchased \$1.3m, bonds issued \$6m, current estimate \$17.5m)	11.5m
Emergency Medical Services – Storage Building/Garage	2.0m
Emergency Medical Services – Downtown Station	5.0m
Facility & Grounds – Pave parking lot - Rosewood Boat Landing	675k

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO; AND TO ADOPT WRITTEN PROCEDURES RELATED TO CONTINUING DISCLOSURE.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, for purposes of computation of the County's constitutional debt limit, is \$1,551,127,959. Eight percent of such sum is \$124,090,237. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$57,740,000. Thus, the County may incur not exceeding \$66,350,237 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to Ordinance No. 067-12HR enacted by County Council on November 13, 2012, the County adopted Written Procedures related to Tax-Exempt Debt.

(g) The County Council has been adopted that it is in the County's best interested to adopt certain written procedures related to continuing disclosure as set forth herein.

(h) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$15,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine; and to adopt written procedures related to continuing disclosure.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$15,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$15,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2015A, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(h) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the County Administrator (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may

be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC

participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

County Council hereby adopts the following procedures relating to continuing disclosure for the Bonds and all future publicly-traded debt:

(a) The Chief Financial Officer or the equivalent thereto (the “CFO”) of the County shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the County or imposed upon the County by state or federal law or regulations. The CFO is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the CFO.

(b) The CFO shall acquire a clear understanding regarding the County’s continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association, the CFO shall participate in continuing education programs regarding continuing disclosure.

(c) For each issuance of bonds that involves a continuing disclosure obligation, the CFO shall review such continuing disclosure undertaking and discuss with the County's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the Bonds. Co-disclosure counsel for the Bonds will be designated by the County Attorney. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page to Follow]

Enacted this ____ day of _____, 2015.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2015:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

Signature Page to Ordinance

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND
 GENERAL OBLIGATION BONDS, SERIES 2015A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution

and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program (“STAMP”) or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Law Offices of Ernest W. Cromartie, III, L.L.P., approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2015, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$_____ GENERAL OBLIGATION BONDS, SERIES 2015A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,
South Carolina

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2015A
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2015A, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2015A, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: [To be provided]

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2015A, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with the County's Co-Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net or with the County's Financial Advisor, R. Michael Gallagher, Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (803) 765-1004; e-mail: mike.gallagher@compassmuni.com.

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2015, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2015 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2015 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Series 2015 Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for all Series 2015 Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2015 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2015 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2015 Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” and “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2015 Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for the Series 2015 Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2015 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2015 Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2015 Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2015 Bonds or under any other document relating to the Series 2015 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2015 Bonds or any other party. The Disclosure Dissemination Agent shall have

no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2015 Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2015 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2015 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2015 Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: W. Anthony McDonald
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
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CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2015 Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$15,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects, including but not limited to facility maintenance and renovation (roofing and HVAC), [major building renovation], and the purchase of fiscal year 2015-2016 equipment and public safety vehicles; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

Richland County Council Request of Action

Subject

Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance **[PAGES 175-188]**

Richland County Council Request of Action

Subject: Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance

A. Purpose

Richland County Council is requested to approve the acquisition of 9.34 acres of vacant land for the development of a neighborhood park as prescribed in the Candlewood Master Plan and initiate process to deed 1 acre of the site to the Richland County Recreation Commission (RCRC) for the construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

The property is located on the North and South sides of Seton Hall Drive, Tax Map #R20200-03-46. The current zoning is RS-MD; Residential, Single-Family – Medium Density. The current fair market value (FMV) is \$73,000.00.

B. Background / Discussion

On March 1, 2005 Richland County Council approved the first 10 priority focal areas for Neighborhood Master Planning. On March 12, 2009 County Council adopted the Candlewood Master Plan.

The neighborhood park is catalyst project number 3 in the Candlewood Master Plan and has a ranking of number 2 in the Five Year Project Plan, which was adopted by County Council in November of 2013.

The Neighborhood Improvement Program (NIP) utilized Integra Realty Resources to appraise the land, which was completed on October 31, 2014. The appraisal values the land at 73,000.00.



Site: 9.34 Acres of Greenfield | North and South of Seton Hall Drive

In an ROA dated January 8, 2015, staff asked Council to approve negotiations with the property owner, up to the appraised value for the purchase of the 9.34 acres of vacant land.

Council approved staff negotiating with the property owner, up to the appraised value of \$73,000.00, at the April 7, 2015 meeting. They directed the purchase price and agreement for the property come before Council as a separate item for review and action (Attachment A). Council further instructed staff to have a formal park maintenance agreement with the Richland County Recreation Commission in place prior to purchasing the property.

On June 17, 2015 the property owner verbally and via the attached memo (Attachment B) agreed to sell at the appraised value of \$73,000.00.

At least two phases of park development are proposed for this site. The first phase would utilize approximately 1 acre of the parcel and would be developed by RCRC. RCRC has allocated funding in the amount of \$120,000, from the 2008 Recreational Bond, for the development of a recreation facility in the Candlewood Master Plan Area. Use of these funds will require deeding approximately 1 acre of the parcel to RCRC for development by RCRC. Initiation of this phase can start immediately upon purchase of the property.

The second, more long-term phase would develop the catalyst project envisioned by the Candlewood Master Plan, utilizing the remaining acreage (Attachment C). There are no immediate plans to initiate this portion of the park's development and funds have not yet been identified.

Staff had a favorable conversation with the RCRC Director and Deputy Director about these two phases. First, it is understood that the portion to be immediately developed by RCRC would be deeded to them with language customary in a quitclaim deed, upon purchase of the property (resulting deed to come before Council when prepared). Thus, design, construction and on-going maintenance of improvements for this phase would be the sole responsibility of RCRC as owners of that site and project.

We also discussed long term plans to develop the second phase and agreed it would be prudent to revisit the scope and vision of those plans with the community and RCRC. Doing so would afford us the opportunity to develop a project that is feasible for all parties and, more specifically, provide direction on who will be responsible for what early in the project's planning stage. Appropriate agreements would be drafted at that time.

C. Legislative / Chronological History

At the April 7, 2015 meeting, Council approved staff negotiating with the property owner, up to the appraised value of \$73,000.00. This approval also included bringing the purchase price and agreement, as well as a formal park maintenance agreement with RCRC, back before Council for approval.

D. Financial Impact

Candlewood – Catalyst 3 – Neighborhood Park

Purchase offer for property: \$73,000.00.

Please note this ROA does not estimate future maintenance costs for the portion of the site not deeded to RCRC. However, resources for maintenance, in labor and equipment, can be determined and delegated at such time that the park is fully designed. In the meantime, this portion of the site will remain unaltered.

The funding for the purchase is available in the Neighborhood Improvement Program’s budget.

E. Alternatives

1. Approve the acquisition of the identified parcel of land for public use at the appraised value of \$73,000 and initiate the process to deed 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.
2. Do not approve the acquisition of the identified parcel of land for public use at the appraised value of \$73,000 or to deed 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

F. Recommendation

It is recommended that Council approve the acquisition of 9.34 acres of land for the appraised value of \$73,000 for the development of a neighborhood park as a part of the Candlewood Master Plan – Catalyst 3. It is also recommended that Council approve deeding 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

Recommended by: Tracy Hegler
Department: Planning
Date: June 18, 2015

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: 7/17/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a funding decision left to Council discretion. As stated in the ROA, the funding for the purchase price is identified and available in the NIP fund. However, long-term development cost, and on-going maintenance cost have not been determined or funded. If approved, Council may want to consider at least dedicating a funding amount in the interim for the on-going maintenance cost from the recurring NIP revenue stream.

Procurement

Reviewed by: Cheryl Patrick

Date: 7-17-2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding decision left to Council discretion

Support Services

Reviewed by: John Hixon

Date: 7/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Although this is a funding decision left to Councils discretion, it is noted under the Financial Impact section of this ROA to, "Please note this ROA does not estimate future maintenance costs for the portion of the site not deeded to RCRC. However, resources for maintenance, in labor and equipment, can be determined and delegated at such time that the park is fully designed. In the meantime, this portion of the site will remain unaltered".

Without an actual scope of work knowing the operational and maintenance cost impact is not feasible at this time, but if this project is determined to be maintained by county resources or contracted, sufficient funding will need to be identified on a reoccurring basis. Should it be determined that the County staff will maintain the park, additional positions may be necessary as well to maintain the additional work load.

Legal

Reviewed by: Elizabeth McLean

Date: 7/22/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

APPENDIX A
Contract of Sale

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT OF SALE

This Agreement, entered into this _____ day of _____, by and between _____ (hereafter combined as “Seller”), and Richland County, South Carolina (hereafter “Buyer”).

WITNESSETH: That for and in consideration of the sum of Five and No/100 Dollars, to be applied as part of the cash portion of the purchase price, and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy 9.34 plus or minus acres located to the north and south of Seton Hall Drive in the Candlewood community, to include all rights, easements, access agreements and other pertinent materials, said property more particularly described as follows:

SEE ATTACHMENT A

Sale to be consummated upon the further payment of Seventy Three Thousand (\$73,000.00) Dollars from Buyer to Seller after Buyer’s completion of any appraisals, tests, studies, inspections and upon expiration of the “Feasibility Period” set forth herein, and approval of the Richland County Council, Buyer’s Governing Body.

It is herein agreed that for a period ending ninety (90) days after execution of this Agreement (the “Feasibility Period”), Seller grants Buyer permission to have its engineers, employees, contractors, agents and also potential tenants of the Property enter upon the Property for the purpose of conducting surveys, engineering, environmental and other tests, market studies and other items deemed necessary by Buyer in connection with its proposed purchase of the Property.

At any time during the Feasibility Period or its extensions, Buyer may rescind and cancel this Agreement for any or no reason by giving written notice to the Seller of its desire to do so and this Agreement shall be terminated, null and void and neither party shall thereafter have any further obligation to the other hereunder.

Prior to date of closing, Seller shall, if Buyer requests, have prepared, at its expense, a current plat and survey of the subject property. Seller shall be responsible for the payment of any Documentary Stamps associated with this transaction.

The Seller hereby covenants and agrees to convey the above described property to the Buyer, its heirs or assigns in fee by proper deed, with covenant of general warranty, free from all defects and encumbrances, except such as are herein agreed to be assumed. Seller shall pay for preparation of deed and for all statutory deed recording fees.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Buyer from using the property for its intended lawful purposes.

Upon tender of such deed at the time below provided, the Buyer agrees to comply fully with the terms of this Agreement.

All taxes, rents, water rents, paving assessments and interest to be prorated to date of completion of sale. Hazard insurance to be prorated or canceled at the option of buyer.

This sale and purchase to be completed within thirty (30) days of the expiration of the Feasibility Period.

Buyer shall not be responsible to pay any portion of any real estate commission associated with the transaction contemplated in this agreement unless expressly agreed to by Buyer in a separate agreement with any real estate agent chosen by Buyer.

This Agreement is binding upon ourselves, our heirs, executors, administrators, successors or assigns.

It is understood that this written Agreement constitutes the entire contract between the parties hereto.

Witness our Hands and Seals the day and year first above written.

Accepted this _____ day of _____ 2015.

In the presence of:

SELLER: _____

By: _____

Its: _____

SELLER: _____

By: _____

Its: _____

{Remainder of Page Intentionally Left Blank}

BUYER: Richland County, South Carolina

By: _____

Its: _____

APPENDIX B
Memo of Agreement to Sell

Robert F. Buggel
Attorney at Law

4064 West Beltline Blvd.
Columbia, South Carolina 29204

Telephone: 803-254-4611
Facsimile: 803-256-4226
E-mail: bbuggel@gmail.com

June 25, 2015

MEMO

TO: Ashley Powell

FROM: Bob Buggel

RE: Candle wood Acquisition

Message: Attached is the the statement of Thurman B. Sauls and Cynthia S. Minion, owners of the Candlewood tract. During our conversation you advised that the County would using the 2006 survey of the tract; if this is the case and if there are no other pre-contract inspection issues my clients and I would be happy to to receive a proposed Contract of Sale for our consideration. The purchase price would be \$73,000.00. Advise.


Bob

We, Thurman B. Sauls and Cynthia S. Minion, being the owners of that certain tract of land North of the City of Columbia, on the northern side of Seton Hall Drive(TMS#: 20200-03-46) do hereby authorize Richland County to enter onto said tract for purposes of preparing a survey thereof and such other pre-contract inspections as may be reasonable in the County's opinion. This grant of entry is conditioned on the understanding that any costs or charges for the survey as well as any inspections undertaken will be paid for by the County; that any inspections or survey will be carried out and completed in a most expeditious and time-efficient manner; that the County will be fully responsible to the owners for any damage(s) sustained to the tract as a result of the entry, inspections and survey by the County.

That the acceptance of the offer of the \$73,000.00 as the purchase price made by the County is contingent and conditioned upon the negotiation, acceptance and execution of a Contract of Sale satisfactory to both the owners and the County. Time is of the essence.

Robert T. B. 2994

Thurman B. Sauls Date: 6-25-15
THURMAN B. SAULS, OWNER

Margaret A. Abbott

Cynthia S. Minion Date 6/24/15
CYNTHIA S. MINION, OWNER

APPENDIX C
Candlewood Park Concept Plan



Richland County Council Request of Action

Subject

General Contractor Services for New Coroner's Facility [**PAGES 189-195**]

Richland County Council Request of Action

Subject: General Contractor Services for New Coroner's Facility

A. Purpose

County Council is requested to approve a contract with "Solid Structures" in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner's Facility.

B. Background / Discussion

Due to the ever growing needs of the Coroner's Office and the services provided, a new facility is needed to ensure continued efficiency. The Richland County Coroner's Office is currently located at 1931 Pineview Drive. As operations have grown over the years, the expanded services have exceeded the space currently allotted to the Coroner. The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

To date, approximately 4 acres of property at 6300 Shakespeare Road have been purchased (see map). In addition to the land, the property features a 19,600 square foot single story metal frame and masonry facility which is proposed to house the Coroner's new operation. Sub surface, mold and asbestos reports have already occurred on the property with remediation of the mold to occur before construction begins. This will ensure that this facility is ready for any renovations that are to take place.

Richland County has also entered into a contract with GMK & Associates to provide Architectural/Engineering services. The design for this project has been finalized.

Bids for this item were solicited in June 2015. Bids were opened July 1, 2015. There were 6 bidders. They are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Solid Structures	\$1,427,800
Pyramid	\$1,466,000
Weber	\$1,497,460
FBI	\$1,541,000
Carmel	\$1,589,570
Metcon	\$1,638,200

The intent of this ROA is to secure a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the Coroner's Facility. These services include all renovation activities which will take place on this site. The scope of work includes the renovation of the existing building which is composed of a pre-engineered steel framed structure with masonry on one face and metal panels everywhere else. A split system heat pump system will be used for the majority of the spaces with an energy recovery unit providing outside air. Finishes will include VCT, ceramic tile, carpet acoustical ceilings, paint and casework. All renovation work on the project will be completed by March 2016.

C. Legislative / Chronological History

- The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

D. Financial Impact

Through the 2013 General Obligation Bond, Council designated \$2,500,000 to be used towards the purchase, design and construction/renovation of a new facility for the Coroner. Following is a preliminary total project cost estimate which includes the construction contract amount for this ROA (italicized):

Property Purchase		\$ 650,000
Hard Costs		
Remodel Estimate		\$ 1,427,800
Freezers/Coolers		\$ -
Rolling Filing System		\$ 10,000
FFE		\$ 20,000
Construction Total		\$ 1,457,800
Soft Costs		
Mold Remediation		\$ 30,000
Special Inspections		\$ 30,000
A/E Fee		\$ 129,800
Contingency		\$ 202,400
<i>Project Total</i>		<i>\$ 2,500,000</i>

Funds for this request are available in the 2013 GO Bond. No new funds are needed.

E. Alternatives

1. Approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800.
2. Do not approve the recommendation to enter into a contract with Solid Structures. If this alternative is chosen, General Contractor construction services will need to be re-solicited, losing valuable time on this project. A total re-solicitation process could take up to an additional 3 months when considering the time required to follow the procurement process and then Council approval process.

F. Recommendation

It is recommended that Council approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner’s Facility.

Recommended by: Chad Fosnight

Department: Administration

Date: 04/21/15

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/6/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date: 7/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

With the expansion of the Coroners Department, the new facility is needed to support the departments operations as well as to consolidate multiple operational aspects currently located around the county to one centralized location. The remodel of this facility will allow that positive change and enhance the operational needs of the office. This project will also supply ample space for the Coroners current operations and well into the future. Another positive is that after the Coroner vacates the current space at the Pineview facility, a reduction in the congestion due to the additional staff located on the Sheriffs side of the Pineview Public Safety facility, should be realized.

Please note that in addition of this 19,600 square feet of vertical facility and 4.11 acres of grounds created by adding this facility to our real asset inventory, there has been an additional 73,025 square feet of vertical facilities with an additional 20.87 acres of grounds added to our inventory, requiring standard maintenance support, over approximately the past five years. With this facility included, the addition of heated square feet of space added in the recent past will be 92,625 square feet and 24.98 acres of grounds requiring regular custodial, grounds, and structure maintenance (facility and equipment). These additions are not inclusive of any of the current undeveloped property's, future or existing parks or neighborhood improvement plans, or new facilities currently funded or in progress.

I note the above to reinforce the concern that there has been no additional staff approved for the Support Services Department, needed to support the continued addition of facilities and the infrastructure required to keep them operational with exception for the addition of one PT Custodian (25 hours per week) approved for the Blythwood Public Safety Facility. Along with the asset additions we also must manage the required increase in maintenance due to the age of our core inventory.

Procurement

Reviewed by: Cheryl Patrick

Date: 07/08/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/9/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: July 10, 2015

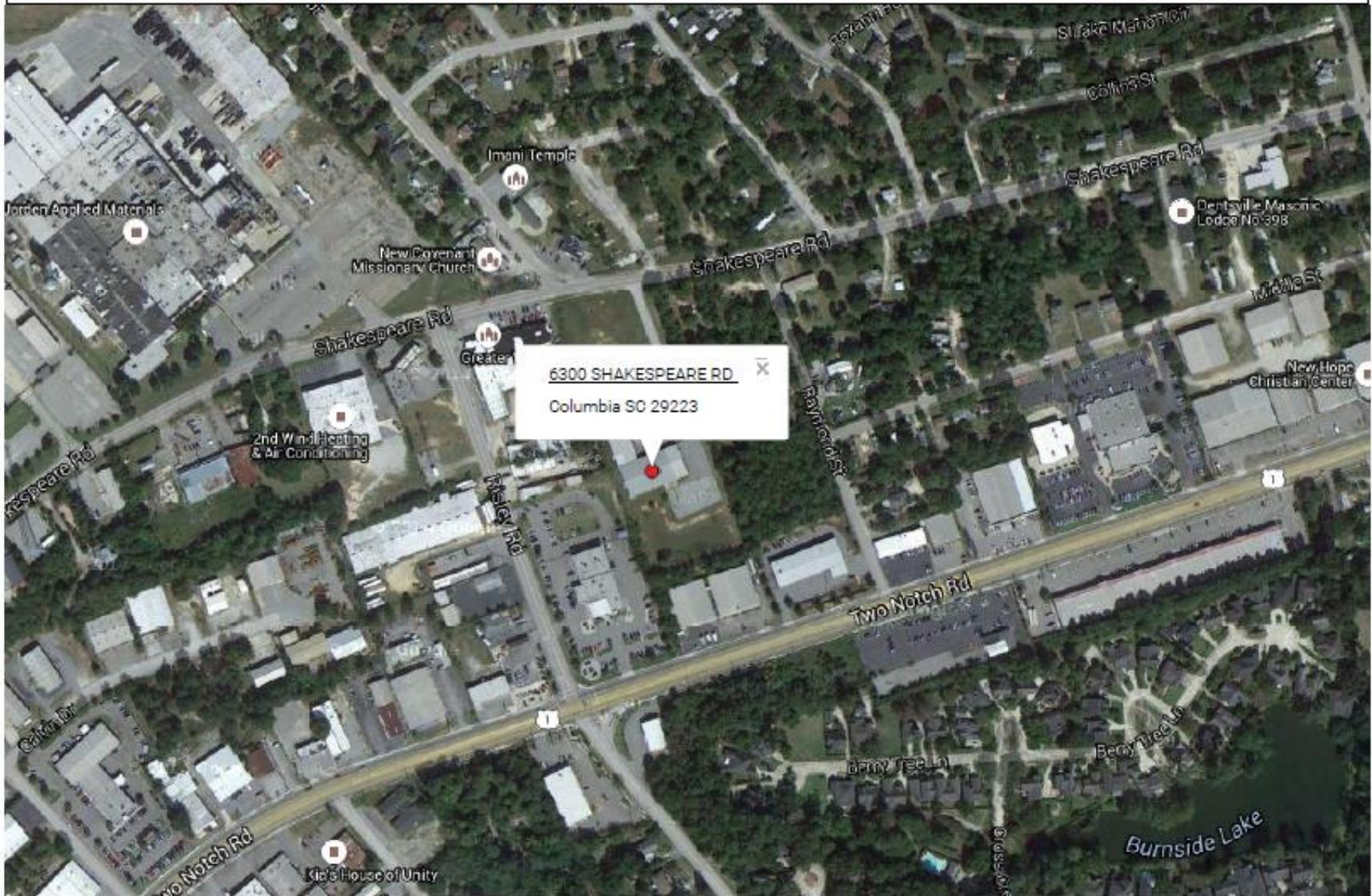
Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner's Facility. Funds for this project are available in the 2013 GO Bond. No new funds are requested.

Administration supports the comments provided by John Hixon, Support Services Director. Administration intends to bring a proposal to Council in the upcoming months to address the continued addition of inventory (facilities, grounds) to our system, and the additional workload and costs for Support Services associated with these additions.

Richland County, SC | Internet Mapping



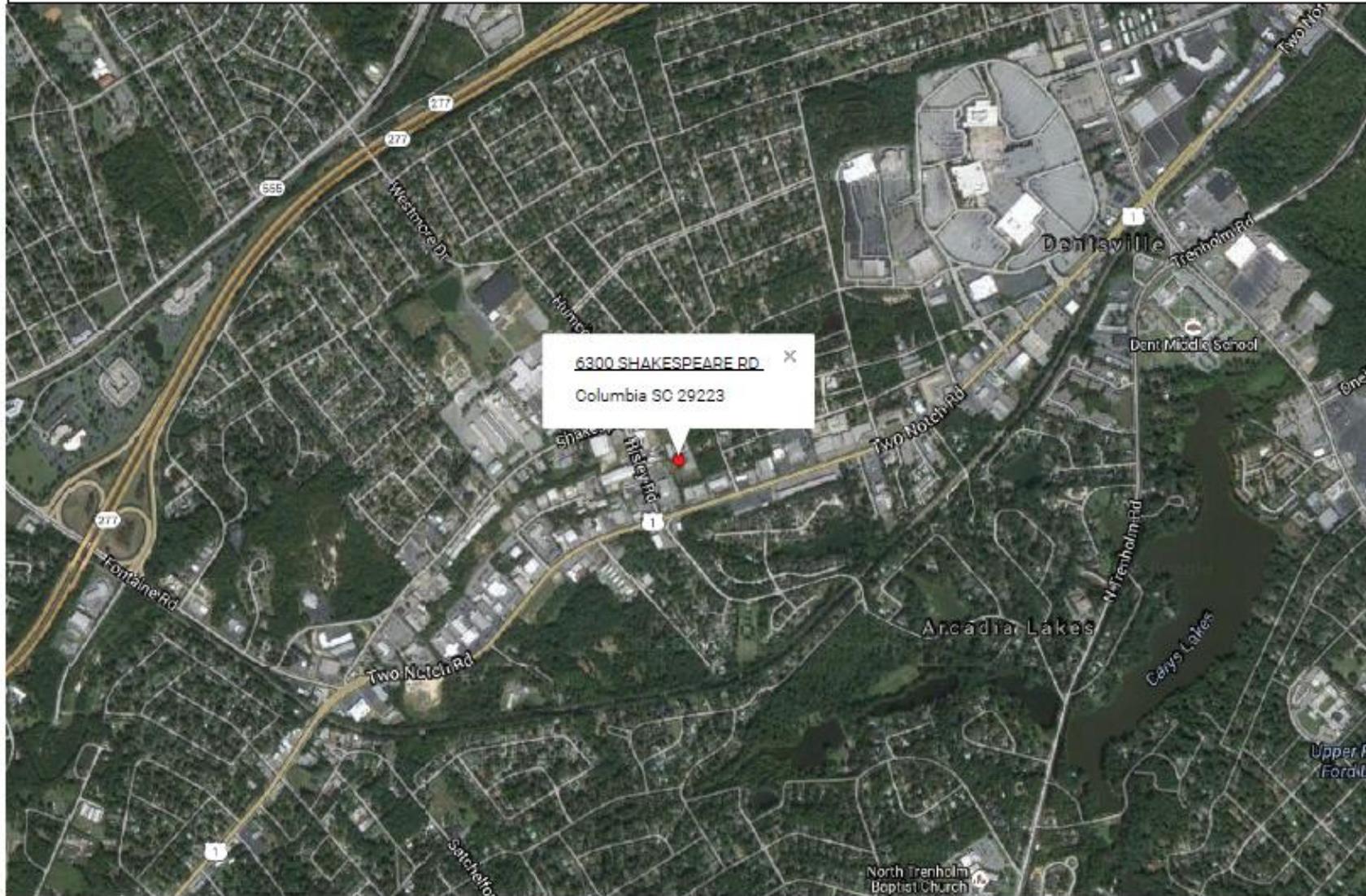
6300 SHAKESPEARE RD X
Columbia SC 29223



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



Richland County, SC | Internet Mapping



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



Richland County Council Request of Action

Subject

Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge **[PAGES 196-206]**

Richland County Council Request of Action

Subject: Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge

A. Purpose

County Council is requested to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes' Municipal Court Judge.

B. Legislative / Chronological History

As stated in the attached proposed contract, Judge Streater's duties will be to:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions shall be agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Streater's regular duties with Richland County.
- While actually performing the functions and duties of the Municipal Judge, Judge Streater shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.

Richland County is legally authorized to contract for services with municipalities, as provided in Section 4-9-40. "Power of county to contract for services within municipalities:

"Any county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. Provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body."

The position of the municipal judge is vacant and Judge Streater is eligible to serve as the municipal judge as provided in SC Code of Laws, Section 14-25-25.

"Eligibility for judgeship; vacancy in office and temporary absence. A municipal judge shall not be required to be a resident of the municipality by whom he is employed. A municipality may contract with any other municipality in the county or with the county governing body to employ the municipal judge of the other municipality or a magistrate to preside over its court. In case of a vacancy in the office of municipal judge, a successor shall be appointed in the manner of original appointment for the unexpired term. In case of the temporary absence, sickness, or disability of a municipal judge, the court shall be held by a judge of another municipality or by a practicing attorney or some other person who has received training or

experience in municipal court procedure, who shall be designated by the mayor and take the prescribed oath of office before entering upon his duties.”

C. Financial Impact

There will be no financial impact to the County. The Town of Arcadia Lakes will contract to pay the sum of \$100.00 plus FICA and State Retirement each month to Richland County and said compensation shall be paid to Judge Streater for her services to the Town.

Twelve months of Salary, FICA, and Retirement:

Salary	\$ 1,200.00
FICA	\$92.00
<u>Retirement</u>	<u>\$165.00</u>
Total	\$ 1,457.00

D. Alternatives

1. Approve to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.
2. Do not approve the request to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.

E. Recommendation

It is recommended that Council approve the request to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.

Recommended by: Donald J. Simons
Department: Eastover Magistrate
Date: 07/14/2015

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: 7/20/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna Date: 7/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however the attached agreement is not the standard agreement that the County has repeatedly used and this office has recommended. If the Council wishes to proceed, we recommend that the Council approve the standard agreement. An example is attached for your review.

Administration

Reviewed by: Warren Harley

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends using the standard agreement that the County has used as recommended by legal.

EXAMPLE

STATE OF SOUTH CAROLINA

**INTERGOVERNMENTAL
SERVICE CONTRACT**

COUNTY OF RICHLAND

This Agreement made and entered in to between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County", and the _____, a political subdivision of the State of South Carolina, hereinafter referred to as the "Town".

WHEREAS, the Town is desirous of providing an efficient and effective municipal court system utilizing the most qualified judicial personnel available;

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, _____ for the position of _____ Municipal Judge; and

WHEREAS, the County is willing to permit _____ to serve as the _____ Municipal Court Judge; and

WHEREAS, The County and the Town are authorized to enter into the Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws of 1976, as amended, and as authorized by Order of South Carolina Supreme Court dated May 25, 2001.

NOW, THEREFORE, it is mutually agreed by and between the Town and County as follows:

1. _____ shall serve as the _____ Municipal Court Judge.
2. _____ shall perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions as shall be mutually agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with _____ regular duties with Richland County.
3. While actually performing the functions and duties of the Municipal Judge, _____ shall be totally responsible and dedicated to the benefit and objectives of the judicial system of the Town, without interference from or influence by County, its employees, or it's Council.
4. In order to compensate the County for the services of Richland County Magistrate, _____ serving as _____ Municipal Judge, the Town shall pay the County the _____ per month or prorated portion thereof, plus the employer's share of FICA, State Retirement, and any other sums customarily

paid by an employer, calculated on the monthly amount paid, said sum being due on or before the last day of the month of each and every month that said judicial services are rendered. Said sum shall constitute the total compensation to _____ for services as Municipal Judge. The County shall be responsible for all required deductions and reporting all sums for withholding, social security, unemployment, and any other deductions on the sums paid for the judicial services of _____.

5. All compensation for Richland County Magistrate _____ services as a _____ Municipal Judge, including but not limited to FICA and State retirement, shall be paid by the Town according to paragraph 4, above. The sums paid to the County for the services of Richland County Magistrate _____ less the deductions set forth herein, shall be duly paid to _____. In the event that Richland County Magistrate _____ services as _____ Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate _____. It is further understood and agreed by the parties and by _____ as evidenced by his consenting signature below, that for the purposes of determining Richland County Magistrate _____ salary under S. C. Code 22-8-40(j) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate _____ salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as _____ Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code 22-8-40(j) and the County shall not be required to pay _____ any monies to compensate for the loss of monies associated with the cessation of his services as a _____ Municipal Judge and of this Agreement.

6. This agreement may be terminated, at any time, by the Town, the County, or _____ by giving all parties thirty (30) days written notice of termination.

7. The Agreement may be amended, modified, or changed only by written agreement of the Council of Richland County and Council of the _____, except that the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge _____ for his services to the Town,

without further approval of the County. Any such change in compensation shall be timely reported to the County by the Town.

8. The Town shall be responsible for defending any and all claims, demands, and/or actions brought against the Town and/or _____ arising out of or from any act(s) and/or omission(s) on the part of _____ during the course of providing such judicial services to the Town.

9. The assignment of Judge _____ as Municipal Judge for the Town shall be made by the Chief Summary Court Judge for Richland County in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-145 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate _____ to serve for a set term “not to exceed four years and until his successor is appointed and qualified”; and (ii) shall pursuant to subsection (B) “notify South Carolina Court Administration of” the appointment of Magistrate Judge _____ as Municipal Judge for the _____.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2015, set our hand and seal hereon.

RICHLAND COUNTY

WITNESSES

By: _____

Its: _____

By: _____

Its: _____

I So Consent:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL MAGISTRATE
SERVICES AGREEMENT
COUNTY OF RICHLAND AND
TOWN OF ARCADIA LAKES**

This Agreement made and entered into by and between the County of Richland, a political subdivision of the State of South Carolina, hereinafter referred to as “County”, and the Town of Arcadia Lakes, a municipality political subdivision of the State of South Carolina, hereinafter referred to as “Town”:

WHEREAS, the Town is desirous of providing under its existing adopted ordinances, for the provision of an Appointed Judge in Town ordinances under Chapter 2, Article VI, Municipal Court, subsection 2-602 the appointment of a highly experienced and qualified judicial magistrate, in good standing, and serving presently within the magisterial system for the County; and

WHEREAS, the Town shall appoint such magistrate to serve as its municipal judge for such term(s) as agreed to herein below, and for such compensation as set by Town, and agreed to by County and further consented to by the appointed municipal judge ; and

WHEREAS, the County is willing to permit the Honorable Caroline W. Streater, a magistrate of the County in good standing, hereinafter referred to as “Judge Streater”, to serve as the Municipal Court Judge for the Town; and

WHEREAS. the County and Town are authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended, and as further authorized by Order(s) of the South Carolina Supreme Court in existence preceding this agreement.

NOW THEREFORE, it is mutually agreed by and between the Town and County, with consent of Richland County Chief Magistrate Judge Donald J. Simons and Judge Streater, as follows:

1. Judge Streater shall serve as the Municipal Court Judge for the Town of Arcadia Lakes, South Carolina for a term of four years within the conditions of this agreement.
2. Judge Streater shall perform all functions and provide such services to the Town as have been customarily rendered or provided for by past Municipal Judges within the ordinances of Town, consisting of, but not limited to conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process, and such other duties and functions as shall be mutually agreed upon by the parties and the Town provided for by law. The provision of such services shall be in a time and manner so as not to interfere with Judge Streater’s regular duties with Richland County as a magistrate.
3. While actually performing the functions and duties of the Municipal Judge, Judge Streater shall be totally responsible and dedicated to the benefit and objectives of the judicial system of the Town, without interference from or influence by the County, its employees, or its Council. Judge Streater when acting for and on behalf of the Town’s judicial system shall under this intergovernmental agreement be authorized on behalf of Town, to hold Court and related Courtroom functions in such location as at such time is assigned to her for holding Court as a magistrate for the County.

4. In order to compensate the County for the services of Magistrate Caroline W. Streater for serving a Town Municipal Judge, the Town shall pay the County the sum of One Hundred (\$100.00) Dollars per month, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, (calculated on the monthly prorated amount paid), said sum being due on or before the last day of each and every month that said judicial services are rendered to Town. Said sum shall constitute the compensation to Judge Streater for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement. Notwithstanding the forgoing, in the event Judge Streater, on behalf of the Town solely under its judicial system, is called upon to render services by holding court or hearings for specific matters relating to the Town ordinances, then in such event the Town and Judge Streater may mutually agree upon additional compensation for such services, not to exceed the sum equivalent to that amount paid by the County for such time expended in a like such case or matter to be calculated and based upon the hourly salary at such time otherwise owing to Judge Streater by the County for like services.
5. All compensation for Richland County Magistrate Caroline W. Streater services as a Town Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the Town according to paragraph 4, above to the extent such compensation is earned for services provided for herein. The sums paid to the County for the services of Richland County Magistrate Caroline W. Streater, less the deductions set forth herein, shall be duly paid over to Judge Streater. In the event that Richland County Magistrate Caroline W. Streater's services as a Town Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate Streater. It is further understood and agreed by the parties and Judge Streater, as evidenced by her consenting signature below, that for the purposes of determining Richland County Magistrate Streater's salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate Streater's salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as a Town Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code Section 22-8-40(i) and the County shall not be required to pay Caroline W. Streater any monies to compensate for the loss of monies associated with cessation of her services as a Town Municipal Judge under this Agreement.
6. This Agreement may be terminated, at any time, by the Town, the County, or Judge Streater by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Streater ceases to be a magistrate, or the immediate termination for breach of contract, either of which would not require notice but constitute termination.
7. This Agreement may be amended, modified or changed only by written agreement of the Council of Richland County and Council of Town of Arcadia Lakes; except that, the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge Streater for her services to the Town without further approval of the County or according to the terms hereof. Any such change in compensation shall be timely reported to the County by the Town.
8. The Town shall be responsible for defending any and all claim(s), demands, and/or actions brought against the Town and/or Judge Streater arising out of or from any act(s) and/or omission(s) on the part of Judge Streater during the course of providing such judicial services to the Town according to authorities of law.
9. The assignment of Caroline W. Streater as the Municipal Judge for the Town shall be made by Richland County Chief Summary Court Judge, Richland County, S. C., in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann.

Section 14-25-15 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate Streater to serve for a set term “not to exceed four years and until her successor is appointed and qualified”; and (ii) shall pursuant to subsection(B) “notify South Carolina Court Administration of” the appointment of Magistrate Streater as Muncipal Judge for Town of Arcadia Lakes, South Carolina.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of _____, 2015, set our hand(s) and seal(s) hereon.

RICHLAND COUNTY

WITNESSES

By: Tony McDonald
Its: County Administrator
TOWN OF ARCADIA LAKES

WITNESSES

By: Mark W. Huguley
Its: Mayor

I So Consent and Agree:

WITNESSES

Caroline W. Streater
As Richland County Magistrate Judge
and Individually

Richland County Council Request of Action

Subject

Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge **[PAGES 207-213]**

Richland County Council Request of Action

Subject: Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge

A. Purpose

County Council is requested to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for the Eastover Magistrate Donald Simons to serve as the Town of Eastover's Municipal Court Judge.

B. Legislative / Chronological History

In March 2015, the Town of Eastover requested that Richland County Eastover District Magistrate Donald J. Simons serve as the Town of Eastover Municipal Court Judge.

Judge Donald J. Simons previously served in this position from 1992 until March 2012. A different municipal judge was appointed in 2012. The position is now vacant.

As stated in the attached proposed contract, Judge Simons' duties will be to:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions shall be agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Donald Simons' regular duties with Richland County.

- While actually performing the functions and duties of the Municipal Judge, Donald J. Simons shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.

Richland County is legally authorized to contract for services with municipalities, as provided in Section 4-9-40. "Power of county to contract for services within municipalities:

"Any county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. Provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body."

The position of the municipal judge is vacant and Donald J. Simons is eligible to serve as the municipal judge as provided in SC Code of Laws, Section 14-25-25.

"Eligibility for judgeship; vacancy in office and temporary absence. A municipal judge shall not be required to be a resident of the municipality by whom he is employed. A municipality may contract with any other municipality in the county or with the county governing body to

employ the municipal judge of the other municipality or a magistrate to preside over its court. In case of a vacancy in the office of municipal judge, a successor shall be appointed in the manner of original appointment for the unexpired term. In case of the temporary absence, sickness, or disability of a municipal judge, the court shall be held by a judge of another municipality or by a practicing attorney or some other person who has received training or experience in municipal court procedure, who shall be designated by the mayor and take the prescribed oath of office before entering upon his duties.”

C. Financial Impact

There will be no financial impact to the County. The Town of Eastover will contract to pay the sum of \$355.05 plus FICA and State Police Retirement each month to Richland County and said compensation shall be paid to Donald J. Simons for his services to the Town.

Twelve months of Salary, FICA, and Retirement:

Salary	\$ 4,261.00
FICA	\$326.00
<u>Retirement</u>	<u>\$571.00</u>
Total	\$ 5,158.00

D. Alternatives

1. Approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.
2. Do not approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.

E. Recommendation

It is recommended that Council approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.

Recommended by: Donald J. Simons
Department: Eastover Magistrate
Date: 06/11/2015

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
✓ Recommend Council approval

Date: 6/21/15
 Recommend Council denial

Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna
 Recommend Council approval

Date: 6/29/15
 Recommend Council denial

Comments regarding recommendation: Based on the salary, it appears the agreement is for part time services. If this is accurate, it may be helpful to note.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval

Date: 7/7/15
 Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, I would recommend making the changes/corrections to the Agreement which I have noted with strikethroughs and underlines below.

Administration

Reviewed by: Warren Harley
✓ Recommend Council approval

Date: 7/7/15
 Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA

**INTERGOVERNMENTAL
SERVICE CONTRACT**

COUNTY OF RICHLAND

This Agreement made and entered in to between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the “County”, and the TOWN OF EASTOVER, a political subdivision of the State of South Carolina, hereinafter referred to as the “Town”.

WHEREAS, the Town is desirous of providing an efficient and effective municipal court system utilizing the most qualified judicial personnel available;

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, Donald J. Simons for the position of Town of Eastover Municipal Judge; and

WHEREAS, the County is willing to permit Donald J. Simons to serve as the Town of Eastover Municipal Court Judge; and

WHEREAS, The County and the Town are authorized to enter into the Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws of 1976, as amended, and as authorized by Order of South Carolina Supreme Court dated May 25, 2001.

NOW, THEREFORE, it is mutually agreed by and between the Town and County as follows:

1. Judge Donald J. Simons shall serve as the Town of Eastover Municipal Court Judge;
2. Judge Donald J. Simons shall pPerform all functions and provide such services to the Town as have been customarily rendered by the Town’s Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions as shall be mutually agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Donald J. Simons’ regular duties with Richland County.
3. While actually performing the functions and duties of the Municipal Judge, Donald J. Simons shall be totally responsible and dedicated to the benefit and objectives ~~to~~ of the judicial system of the Town, without interference from or influence by County, its employees, or it^s Council.
4. In order to compensate the County for the services of ~~the~~ Richland County Magistrate, Donald J. Simons serving as Town of Eastover Municipal Judge, the Town shall pay the County the sum Three Hundred Fifty-Five Dollars and 05/100 (\$355.05) Dollars per month or prorated portion thereof, plus the employer’s share of FICA, State Retirement, and any other sums customarily paid by an employer, calculated on the monthly amount paid, said sum being due on or before the last day of the month of each and every month that said judicial services are rendered. Said sum shall constitute the total compensation to Donald J. Simons for services as Municipal Judge. The County shall be responsible for all required deductions and reporting all sums for withholding, social security, unemployment, and any other deductions on the sums paid for the judicial services of Judge Donald J. Simons.

5. All compensation for Richland County Magistrate Donald J. Simons' services as a Town of Eastover Municipal Judge, including ~~by~~ but not limited to FICA and State retirement, shall be paid by the Town according to paragraph 4, above. The sums paid to the County for the services of Richland County Magistrate Donald J. Simons less the deductions set forth herein, shall be duly paid to Donald J. Simons. In the event that Richland County Magistrate Donald J. Simons services as Town of Eastover Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate Donald J. Simons. It is further understood and agreed by the parties and by Donald J. Simons as evidenced by his consenting signature below, that for the purposes of determining Richland County Magistrate Donald J. Simons' salary under S. C. Code 22-8-40(j) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate Donald J. Simons' salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as Town of Eastover Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code 22-8-40(j) and the County shall not be required to pay Donald J. Simons any monies to compensate for the loss of monies associated with the cessation of his services as a Town of Eastover Municipal Judge and of this Agreement.
6. This agreement may be terminated, at any time, by the Town, the County, or Judge Donald J. Simons by giving all parties thirty (30) days written notice of termination.
7. The Agreement may be amended, modified, or changed only by written agreement of the Council of Richland County and Council of the Town of Eastover, except that the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge Donald J. Simons for his services to the Town, without further approval of the County. Any such change in compensation shall be timely reported to the County by the Town.
8. The Town shall be responsible for defending any and all claims, demands, and/or actions brought against the Town and/or Judge Donald J. Simons arising out of or from any act(s) and/or omission(s) on the part of Judge Donald J. Simons during the course of providing such judicial services to the Town.
9. The assignment of Judge Donald J. Simons as Municipal Judge for the Town shall be made by the Chief Summary Court Judge for Richland County in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-145 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate Simons to serve for a set term "not to exceed four years and until his successor is appointed and qualified"; and (ii) shall pursuant to subsection (B) "notify South Carolina Court Administration of" the appointment of Magistrate Judge Donald J. Simons as Municipal Judge for the Town of Eastover.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2015, set our hand and seal hereon.

RICHLAND COUNTY

WITNESSES

By: _____

Its: _____

TOWN OF EASTOVER

By: _____

Its: _____

I So Consent and Agree:

Donald J. Simons
Richland County Magistrate

Richland County Council Request of Action

Subject

Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices [**PAGES 214-217**]

Richland County Council Request of Action

Subject: Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices

A. Purpose

County Council is requested to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township. The utilization of this method is in the best interest of the County.

B. Background / Discussion

Currently, the Dentsville Magistrate and the Hopkins Magistrate district offices are 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.

The Hopkins District Magistrate moved to the Huger Street property as a temporary relocation due to the dilapidated, inadequate state of the Hopkins Magistrate office that was located at 6108 Cabin Creek Road, Hopkins, SC.

The Upper Township District Magistrate office, which is currently located at 4919 Rhett Avenue, Columbia, SC, is in an inadequate old house, offering no courtroom space, at a cost of \$24,000 in rent per year.

All three offices are slated to be replaced with County owned facilities. The funds for all three are already allocated and therefore, the projects may begin. The current Central Court facility located at 1400 Huger Street is scheduled to be relocated in Fall 2016. Failure to provide Dentsville and Hopkins with district offices in a timely manner may cause operational problems for the court. Additionally, a delay in the establishment of new facilities for these offices may hinder plans the County has for the property located at 1400 Huger Street.

The ordinance, Competitive Purchasing Policy, General Provisions, Section 2-598(a) states:

- a) All public purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest. Towards this end, it shall be the policy of the county that, whenever practical, leases, goods, and services required by county agencies shall be procured through a competitive purchasing policy which may be achieved through competitive bidding or through requests for proposals; provided, however, contracts that are specifically approved by a county ordinance are exempt from the provisions of this Article. Professional services shall be procured as set forth in section [2-600](#) of this Code, unless otherwise prohibited by law. The method of contracting known as "design/build" wherein the successful vendor shall perform a "turnkey" project to include all architectural, engineering, construction and other services necessary to provide a complete facility, is expressly authorized. The contractor shall identify the

architects and engineers he proposes to use in his bid or proposal and shall coordinate all activities of said architects, engineers, designers, subcontractors, suppliers and others involved in the project to provide a completed facility meeting contract requirements, and shall insure compliance with all other applicable county, state or federal laws. When the "design/build" concept is utilized through competitive bidding or requests for proposal, then the requirements that architectural and engineering services be procured under section [2-600](#) of this division shall be waived. The "design/build" method of contracting shall only be employed when the county council determines that the utilization of such method is in the best interest of the county.

- b) In case of tie or identical offers, preference shall be given to businesses and persons located within the county boundaries. In case of tie or identical offers involving two (2) or more businesses and persons located within the county, boundaries shall be resolved based on:
- (1) Completion/delivery period.
 - (2) Previous performance record.

(Ord. No. 1825-89, § I, 1-17-89; Ord. No. 2184-92, § II, 3-18-92; Ord. No. 2090-91, § I, 5-21-91; Ord. No. 020-07HR, § I, 3-20-07)

C. Legislative / Chronological History

In the past, the “design/build” procedure has proven effective and efficient for the County in relocating district magistrate offices to facilities that were properly designed and move in ready, to include the Blythewood Magistrate, the Columbia Magistrate, the Dutch Fork Magistrate, and the Eastover Magistrate offices.

D. Financial Impact

The financial impact to the County would reflect in that the process would be more streamlined, and therefore would open up the 1400 Huger Street property for County plans. The rent for Upper Township and relocating Dentsville and Hopkins to rentals would be a savings to the County.

E. Alternatives

1. Approve the request to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township.
2. Do not approve the “design/build” method and follow the normal bid process for property purchase, architect hire, project bid, construction company bid and hire, and conduct the appropriate council readings for each process.

F. Recommendation

It is recommended that Council approve the request to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township.

Recommended by: Donald J. Simons
Department: Chief Magistrate
Date: June 12, 2015

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: 6/21/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is based on the availability of funds and review did not consider any long-range strategic facility plans.

Procurement

Reviewed by: Cheryl Patrick Date: 6/22/2015
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Capital Projects

Reviewed by: Chad Fosnight Date: 6/29/2015
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Due to the time constraints listed above, a design/build delivery method makes sense. If time was not of concern then I feel a traditional design/bid/build delivery method would make the most sense.

Legal

Reviewed by: Elizabeth McLean Date: 7/7/2015
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley Date: 7/7/2015
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Richland County Council Request of Action

Subject

Relocation of Sheriff Training Division [**PAGES 218-221**]

Richland County Council Request of Action

Subject: Relocation of Sheriff Training Division

A. Purpose

County Council is requested to approve the Sheriff to update the existing lease with RCRC (Richland County Recreation Commission) for the Denny Terrace Community Center located at 6429 Bishop Avenue from the present space of 13,000 square feet to 39,000 square feet for the purposes of satisfying the emergent need to move the RCSD Training Division. The new contract will allow the Region 3 Patrol Division to share space with the RCSD Training Division and continue to raise the preparedness and professionalism of the Sheriff's Department.

The current Training Division facility is dilapidated and unfit for personnel to work from or in. This existing facility, which is owned by the Richland County Recreation Commission and was sublet to a third party (no present lease agreement in place) is too small for current operations, was built in 1959 and has asbestos and black mold in and around where the deputies work and train.

B. Background / Discussion

The Sheriff knows that the highest level of training produces the highest level of professionalism and safety for our personnel. Training courses cover a range of topics from verbal judo, tactical communications and conflict resolution to handcuffing and self-defense (to name only a few).

- In 2013 alone there were 63 separate incidents, involving 69 deputies being assaulted with 42 bullets being fired at 17 deputies. For comparison in 2012 there were 351 defensive actions by officers and 69 deputies assaulted. In 2014 there were 294 defensive actions with 162 taser uses and 42 deputies being assaulted. So far in 2015 there have been 30 deputies assaulted with 120 defensive actions and 61 taser uses.

The Sheriff's Training Staff and training classes are currently housed at the old Crane Creek School on Fairfield Road, a facility owned by RCRC. Originally, the Training Division moved to Crane Creek under a lease agreement with RCRC and in the spring of 2014 RCRC sublet the building to one of the other tenants; with no suitable lease agreement being provided after multiple requests. Over the years this building has declined in suitability and expenditures to maintain the building have continued to increase.

By taking advantage of the generosity of RCRC we create a safe, suitable and effective facility that centrally locates two Departments for the betterment of the deputies and community.

C. Legislative / Chronological History

- This is a staff-initiated request that we have done due diligence on with County Administration. There is no legislative history.

D. Financial Impact

The financial impact would only include the cost of \$1.00 per year for rent, the cost of utilities and janitorial service (which the Sheriff would cover within his budget). Additional costs associated with the facility would involve resources necessary for general maintenance (not including replacement costs associated with plumbing or HVAC). The Sheriff’s Department is asking Council for NO additional funds for FY16; looking forward, to FY17, for Council to approve resources necessary for maintenance and janitorial services. The Sheriff will use (as previously approved by Council) rollover funds for retro-fits to the new training facility.

E. Alternatives

1. Approve the request for the Sheriff’s Department to move the Training Division to both meet current, as well as future needs, of the Department.
2. Do not approve the relocation of The Sheriff’s Department Training Divisions to a new facility to both meet current and future needs. If this alternative is chosen, the Sheriff’s Department Training Divisions will remain in facilities that are outdated, not large enough to accommodate their operations and are unsafe working conditions.

F. Recommendation

It is recommended that Council approve the request for the Sheriff’s Department to construct a facility to both meet current, as well as future needs, of the Training.

Recommended by: Major Chris Cowan
Department: Sheriff Department
Date: 7/22/15

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: <u>Daniel Driggers</u>	Date: 7/24/15
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Recommendation is based Council’s previous approval of the item in concept during the FY16 budget process with item #99 on the motion’s list. As such, we did not participate in discussions or review any other alternatives.

Support Services

Reviewed by: <u>John Hixon</u>	Date: 7/24/15
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

The need for the facility change is understood and agreed with and I recommend the change of location with the below comments.

The notations below associated with the support of to ensure clarity of current processes or direction to be given. The County Department of Support Services does not support or provide any resources for the maintaining or operations of offices in leased facilities and this is inclusive of those managed by RCRC.

Under the financial impact section it is noted that the “cost of utilities and janitorial service (which the Sheriff would cover within his budget). Additional costs associated with the facility would involve resources necessary for general maintenance (not including replacement costs associated with plumbing or HVAC)”.

Replacement Costs Statement - I would request that electrical be added to the above statement as costs associated with electrical repair (labor and material) are generally very expensive and time consuming as well as plumbing and HVAC. And a major failure in this item could pose a major burden on the Sheriff’s Department

Utilities and Janitorial - The Support Services department is not funded for and does not have the authority to support any operational or maintenance functions at leased facilities under ordinance Section 2-196 stating our maintaining of County real property. So as long as the Sheriff has the funds to continue the utility and janitorial needs this should not generate a request for support from the Support Services, Facilities Division. But if that expiration changes to have Support Services manage these operational needs in future years, action by Council would be needed to allocate funding and personnel resource’s.

General Maintenance - RCRC has their own facilities maintenance employees and it should be part of the agreement that they supply any maintenance related needs for the facility and all renovation support as this is their property as the lessor. Also as this is not a facility supported in my operational inventory and therefore not included in my mission, if council were to direct that the Support Services department provide these services a funding method would need to be identified for all required resources to accomplish that directive.

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal cannot comment on the lease or any changes to the lease itself, as it has not been provided. Absent any issues with the lease (which I cannot speak to), this is a policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This would be consistent with Council’s approval of item on FY Budget motions list.

Richland County Council Request of Action

Subject

- a. Accommodations Tax - 1 (Applicant must have a background in the Cultural Industry)
- b. Business Service Center Appeals Board - 1 (Applicant must be a CPA)
- c. Building Codes Board of Appeals - 1 (Applicant must be an Electrician)
- d. Employee Grievance Committee - 1 (Applicant must be an employee of Richland County)
- e. Hospitality Tax Committee - 3 (2 of the applicants must be from the Restaurant Industry)
- f. Internal Audit Committee - 1 (Applicant must be a CPA)
- g. Midlands Regional Convention Center Authority - 1 (Applicant must have a background in the Hotel Industry)
- h. Procurement Review Panel - 2 (Applicant must be from the Service Industry)

Richland County Council Request of Action

Subject

Richland Library Board - 4: **[PAGES 223-256]**

- a. Ray Borders Gray
- b. Betty J. Hines
- c. Betty L. Gregory
- d. James "Jamie" Shadd, III
- e. Jonathan P. Lee
- f. Katherine Swartz Hilton
- g. Martina D. Mitchell
- h. Diana Pollard McCauley
- i. Cheryl English



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Ray Borders Gray

Home Address: 1404 Oak Street, Columbia, SC 29204

Telephone: (home) (803) 988-0684 (work) (803) 545-3779

Office Address: 1737 Main Street, Columbia, SC 29201

Email Address: rbgray@columbiasc.net

Educational Background: BA emphasis Journalism; MBA

Professional Background: Governmental Affairs and Community Relations

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: ~~Riverbanks Zoo Commission~~ Library Board

Reason for interest: I want to be an active participant who shapes the future of the zoo.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have a tremendous background in governmental affairs and public relations, which could prove helpful on the commission.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Varies

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____



Applicant's Signature

11/17/2014

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: Betty J. Hines. Ed.D

Home Address: 4403 Fair Street, Apt. 1

Telephone: (home) (803) 665-3408 (work) (803) 665-3408

Office Address: 4403 Fair Street, Apt. 1, Columbia, SC 29203

Email Address: hines29203@yahoo.com

Educational Background: Doctorate Degree (Education)

Professional Background: DSS,DYS, and Head Start Casemanager;Richland 1 Inst. Asst.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Library Board OR Zoning Appeals Board

Reason for interest: I would like to contribute to the growth of literacy in our society. Also I want to ensure that there are clean and safe neighborhoods to live and raise children.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

As an educator, I am interested in the continuation of a literate society. I support the provision of educational resources to families so our nation will be remain free and liter

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Business is Academic Solutions, LLC. (New)

Recommended by Council Member(s): _____

Hours willing to commit each month: 4 hours on 1 committee or board.

CONFLICT OF INTEREST POLICY

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Yes _____ No ^{XXXX} _____

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 ^{XXX} _____

If so, describe: I don't think my new business will be a conflict. I have not gotten it off the ground yet. I merely have a name and no clients.

Applicant's Signature

Date

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Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2



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

Applicant must reside in Richland County.

Name: Betty L Gregory

Home Address: 1211 Adger Road Columbia, South Carolina 29205

Telephone: (home) 803-254-0581 (work) cell: 803-206-0759

Office Address: _____

Email Address: bettylgregory@gmail.com

Educational Background: BA - USC; MPA (Masters in Public Administration) - USC

Professional Background: independent consultant, grassroots organization/coalition building and advocacy. Worked with Chernoff Newman and Banco, including coordinating 2 successful Richland One school bond referendums; most recently Richland County Penny Tax Campaign (2010 and 2012), Richland Library bond referendum campaign (2012-13). Currently part-time consultant with Banco/Public Involvement Team, Richland Penny

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: opportunity to positively impact the lives of all our citizens through actively serving, engaging our community, and implementing the library's vision. Supporting and researching creative ways to reach more of county; promoting services and increasing the awareness of what is available for all ages. Keeping a listening ear for ways to improve; striving to build stronger relationships with community leaders and advocates.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

My work in advocacy and grassroots efforts has given me the opportunity to work with political, education, business, faith and community leaders from across the county and to build coalitions in support of various efforts. I can offer a working knowledge of governmental relations on a

local and state level. Most importantly, I would like to offer a voice at the table for all in our community.

Presently serve on any County Committee, Board or Commission? no _____

Any other information you wish to give? During the library bond referendum campaign, I had the opportunity to visit every library in the county and talk to folks at each location. It gave me some insight into the incredible range of services but also the gaps that still needed to be addressed. _____

Recommended by Council Member(s): Councilman Greg Pearce, Councilman Paul Livingston

Hours willing to commit each month: 15-20 _____

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

June 22, 2015 _____
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: James "Samie" Shadd III
Home Address: 225 Ashley Place Road Columbia, SC 29229
Telephone: (home) (803) 419-5317 (work) (803) 771-7460
Office Address: 5000 Thurmond Mall, Ste 348, Columbia, SC 29201
Email Address: shaddlawfirmllc@bellsouth.net
Educational Background: Juris Doctor - USC Law School
Professional Background: Attorney / Owner of Shadd Law Firm, LLC

Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: As a father of 4 children, spouse of a school administrator, member and reader, literacy is extremely important. I want to play a part in assisting our citizens

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have served on several boards and held leadership positions so I am familiar w/ public awareness, branding, budget and policy making

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? (C) (803) 546-5875

Recommended by Council Member(s):

Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

Jon Shalika
Applicant's Signature

6/25/15
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.

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Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
		<input type="checkbox"/> On file



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

Applicant must reside in Richland County.

Name: Jonathan P. Lee ("JP")

Home Address: 1728 West Buchanan Drive Columbia, SC 29206

Telephone: (home) (803) 331-8386 (work) (803) 978-5500

Office Address: 1301 Gervais Street Suite 1920 Columbia, SC 29201

Email Address: jlee@sctlawfirm.com

Educational Background: BS and JD, University of SC; LL.M., University of Miami (FL)

Professional Background: Attorney at Sojourner, Caughman & Thomas, LLC

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: _____

See attached.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

See attached.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): _____

Hours willing to commit each month: As needed. Historically committed 10+ hours/month

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No **X** _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No **X** _____

If so, describe: _____



Applicant's Signature

6/15/2015

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Application for Service on Richland Library County Committee, Board, or Commission

Jonathan P. Lee (continued)

Reason for Interest:

I have been a board member of the Richland Library Friends since 2009, and served as Treasurer (2010-2011) and President (2012-2014). The Richland Library Friends is an advocacy and awareness organization that helps Richland Library further its mission. Richland Library is a critical part of our community. Libraries play an important role in a free, democratic society. They are non-partisan, accessible places for all where information and learning is shared. Universities play a similar role, but not everyone can be a part of a university community. I am aware of and support the Richland Library's role in our community, its strategic plan, and think I could be an effective, active, and committed board member in furthering its mission.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Because of my past involvement with Richland Library, I have certain institutional knowledge of the Richland Library system, its employees, its goals, its challenges, and its leadership that would allow me to be a knowledgeable board member from day one. I am able to think critically and creatively, and being a good steward of public money is important to me. I pride myself on being a strategic thinker and consensus builder who is comfortable working in group with different ideas and with members with different personalities and strengths. Because of my educational and professional history, I am familiar with matters that will be addressed as a board member such as budgets, management, and corporate governance issues. I also am a disciplined volunteer, committing time, effort, and resources to those roles in which I serve.



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

Applicant must reside in Richland County.

Name: Katherine Swartz Hilton

Home Address: 2825 Earlewood Drive; Columbia, SC 29201 (Earlewood Neighborhood)

Telephone: (home) 803.979.40197 (work) 803.786.3822

Office Address: Columbia College; 1301 Columbia College Drive; Columbia, SC 29203

Email Address: kswartz@columbiasc.edu or k.m.swartz@hotmail.com

Educational Background: B.A. in Communications, University of South Carolina (2000); Candidate, M.A. in Organizational Change and Leadership, Columbia College (anticipating August 2015 graduation). I am also a graduate of Richland Two schools, graduating in the first class of the Horizon magnet program at Richland Northeast High School (1996).

Professional Background: With 15 years of service in the nonprofit sector in Atlanta and Columbia, I moved back to my hometown in 2006. In Columbia, I have served as membership director of the South Carolina Association of CPAs, as vice president of talent and leadership development with the Columbia Chamber in a dual position as executive director of Columbia Opportunity Resource, and currently am the director of the Center for Leadership at Columbia College. As a volunteer, I currently serve on the executive committee of Women in Philanthropy.

Male Female X Age: 18-25 26-50 X Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: I believe all citizens are called to service by giving their time, talent and treasures back to the community that has given them so much. My parents modeled the way for our family by volunteering for our neighborhood council, local politicians' campaigns, and with nonprofit organizations. As a young teen, I volunteered weekly at the Richland Library Sandhills Branch, shelving books and helping people check their books out...serving on the Richland Library is an honor and a inspiring way to see this service full circle. I'm an avid learner, reader and believer in the resources the Library can provide for the citizens of Richland County. I can

offer my ideas, creativity, passion and connections to not only serve the Library but also my fellow citizens.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I offer these strengths, areas of expertise and philosophies to Richland Library and Richland County:

- **Strategic vision:** Thinking big, acting decisively and bringing people together to implement real change.
- **Leadership:** The ability to lead from within, lead up, lead down and lead across organizations, effectively building teams to build impact.
- **Entrepreneurial spirit:** Now more than ever, organizations, boards and their leaders need to think and act entrepreneurially, anticipating needs and solving real problems for their clients and partners.
- **Bottom line orientation:** Organizations and their leaders need to calculate return on investment for their client-citizens, but also return on engagement and return on leadership for itself as an organization.
- **Create impact through collaboration:** Inter-organizational alliances are a key ingredient to advancing organizational goals and better serving client-citizens.
- **Citizen-centricity:** Keenly focused on serving clients (citizens) through a broad range of programs and enfoldng the next generation through active engagement
- **Community-minded:** The ability to lead by example and able to leverage my own connections and relationships for the Library.

Presently serve on any County Committee, Board or Commission? No _____

Any other information you wish to give? I would like to thank Melanie Huggins and JoAnn Turnquist for encouraging me to apply – it really is an honor. My resume is attached to this application, should Council be interested in reviewing additional information about my professional back ground and community involvement.

Recommended by Council Member(s): Paul Livingston _____

Hours willing to commit each month: 8-10 _____

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No KSH _____

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 KSH _____

If so, describe: _____



6.26.2015

Applicant's Signature

Date

Return to:

Clerk of Council, Post Office Box 192, Columbia, SC 29202.

For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
3 Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

KATHERINE SWARTZ HILTON

linkedin.com/in/katherineswartzhilton | twitter.com/KatSwartz
803.979.4097 Mobile | 2825 Earlewood Drive | Columbia, South Carolina 29201

SUMMARY OF EXPERIENCE

- Entrepreneurial, innovative and cause-driven nonprofit executive with fifteen years' experience focused on building and growing member-based organizations.
- Ability to build and lead teams, inspiring professional staff, boards, members and volunteers to drive change and impact within organizations.
- Quantitatively and qualitatively competent administrator, with focus on areas in which to enhance return on investment and engagement.
- Strong written and oral communicator; frequent speaker, writer and contributor.
- Strategic influencer on social, digital and traditional media, with experience launching campaigns through all communicational channels.
- Diplomatic liaison and collaborator, adept at building a wide array of partners, stakeholders and constituents.
- Skilled at understanding human behavior, contract negotiations and conflict resolution.
- Proven track record managing large budgets, growing and diversifying revenues, with keen focus on expense reduction and consolidation.
- Deep experience building customer-centric cultures and embedding that culture within organizations.
- Change agent, driving continuous improvement and increased productivity for myself and my teams.
- Distinct ability to capture big picture vision and goals and translate those into measureable and impactful organizational results.

AREAS OF EXPERTISE

- Intra- and inter-organizational relations
- Leadership and professional development
- Membership recruitment and retention
- Staff, board and volunteer development
- Grant and corporate proposal writing
- Public, media and social media relations
- Database management
- Budget preparation and fiscal affairs
- Policy development and implementation
- Program management, administration and direction

PROFESSIONAL EXPERIENCE

- **Director, Center for Leadership**, Institute for Leadership & Professional Excellence at Columbia College (2013–present)
The Center supports and champions personal leadership among the College's students and also serves as a community advocate and resource for pre-college, young women and post-college, professional women.
- **Vice President, Talent and Leadership Development**, Greater Columbia Chamber (2010–2013, dual position)
A nonprofit organization serving as a unified voice to the business, military and higher education communities, while fostering intergovernmental cooperation, developing leaders, attracting talent and promoting economic prosperity.
- **Executive Director**, COR | Columbia Opportunity Resource (2010–2013, dual position)
A non-profit community development organization serving young, talented professionals through leadership and service programs.
- **Member Services Director**, South Carolina Association of Certified Public Accountants, Columbia, SC (2006–2010)
A professional society representing the interests of nearly 4,000 CPAs and accounting professionals in South Carolina.
- **Program/Development Director**, Camp Kudzu, Inc., Atlanta, Georgia (2005–2006)
A non-profit organization providing programming and education for youth and families affected by type I diabetes.
- **Member Relations Manager**, Greater Atlanta Home Builders Association, Atlanta, Georgia (2004–2005)
A trade association serving the metropolitan Atlanta home building industry, with more than 3,850 members in 10 counties.
- **Director of Member Services**, Georgia Utility Contractors Association, Inc., Atlanta, Georgia (2000–2003)
A trade association serving the Georgia utility construction industry with more than 500 members statewide.

KATHERINE SWARTZ HILTON

linkedin.com/in/katherineswartzhilton | twitter.com/KatSwartz
803.979.4097 Mobile | 2825 Earlewood Drive | Columbia, South Carolina 29201

STRATEGIC PLANNING AND EXECUTION

- Led re-visioning and strategic planning processes for four organizations, including three turnaround strategies. (Columbia College, COR, Leadership Columbia and Leadership Columbia Alumni Association)
- Developed strategic relationships with hundreds of partners, including private, nonprofit and public entities.
- Built and led broad coalition representing 15 arts, political, professional and civic organizations to better serve young professionals in the Midlands. (Columbia Chamber, COR and Leadership Columbia)
- Co-founder of South Carolina's first statewide initiative focused on serving women entrepreneurs. (Columbia College and the Charleston Center for Women)
- Team leader in Columbia College's new strategic plan to develop the next generation of women leaders.
- Launched innovative new programs that continue to stimulate member engagement:
 - Table for Six Mentoring Initiative: Over six years has served more than 850 young professionals, engaged more than 150 executive mentors and hosted at least 24 sold-out events. (COR)
 - Formalized membership program for COR, recruiting 300 active members in two-year start-up phase to become one of the most active young professionals organizations in the Southeast.
 - Young CPAs Leadership Cabinet, 100% Firm Membership Program and the CPA Candidate Membership Category are among programs launched for SCACPA.
- Transformed existing programs through portfolio of experiences:
 - 66% participation increase in first year. (Columbia College Summer Leadership Institute)
 - Recruited largest applicant pool to date for Leadership Columbia in 2012, a 33% increase over average pool.
 - Managed SCACPA membership efforts, averaging \$590,000 in dues revenue; increased retention from 93 to 96%; increased dues revenue by at least 2% annually.
 - Propelled Greater Atlanta Homebuilders Association to largest local HBA in the country.

LEADERSHIP, OPERATIONS AND FINANCE

- Experience directly leading and managing small staff teams supported by large member and volunteer bases. Currently managing staff team of three, supported by student staff of 25 part-time and seasonal employees.
- Ability to manage and steer boards and committees, including experience managing three boards comprising 62 leaders concurrently. Cumulative experience with more than 25 diverse committees, representing 250-plus leaders.
- Direct P&L responsibility with organizations and programs, budgets ranging from \$50,000-\$500,000.
- Successfully raised more than \$5 million in revenue over 15 years in nonprofit management.
- Increased revenue base by 189% in the first thirteen months, including 85% grant awards among 15 proposals and cultivation of six new grantors for Columbia College.
- Reorganized staff team in the Center for Leadership to better leverage strengths of staff team. (Columbia College)
- Comprehensive restructure of COR, including staff, board, bylaws, procedures and processes.
- Launched multiple web-based project and data management tools and implemented time-allocation measures.

OUTREACH AND ADVOCACY

- Built and led teams around complete organizational rebranding. (Columbia College & COR)
- Served as spokesperson, representing the needs and issues of more than 100,000 young professionals in the Midlands region. (Columbia Chamber, Leadership Columbia & COR)
- Recognized as a social influencer, having launched and managed dozens of digital media channels.
- Envisioned, built and launched integrated communications campaigns and implementation teams, including web, print and social media.
- Experienced advocate and lobbyist with government officials. (Columbia College, Columbia Chamber & COR)
- Proven and seasoned communicator, contributing to more than 120 publications, more than 50 conference speaking engagements, including keynote presentations.

KATHERINE SWARTZ HILTON

[linkedin.com/in/katherineswartzhilton](https://www.linkedin.com/in/katherineswartzhilton) | twitter.com/KatSwartz
803.979.4097 Mobile | 2825 Earlewood Drive | Columbia, South Carolina 29201

EDUCATION

- Candidate, Masters of Arts in Organizational Change and Leadership, Columbia College (Anticipated August 2015)
- Bachelor of Arts in Journalism and Mass Communications, Cognate in Event Management, University of South Carolina College of Mass Communications (2000)
- Certified Association Executive, awarded by the American Society of Association Executives (2009)
- Diversity Leaders Initiative, The Riley Institute at Furman University (Midlands Class IV, 2013)
- Non-Profit Leadership Institute Graduate, Francis Marion University (Class of 2011-2012)
- Certificates: Nonprofit Technology Network Leadership Institute (2011); Membership Marketing, American Society of Association Executives (2004); Volunteer Management, Georgia Center for Non-Profits (2005)

PROFESSIONAL AFFILIATIONS AND ACHIEVEMENTS

- Kauffman FastTrac Certified Facilitator (2014)
- SC Association of Nonprofit Organizations: Membership Committee (2014-present); Annual Meeting Presenter (2011); Annual Meeting Committee Member (2011)
- Ellevate Member (2014 – present)
- University of SC Women in Leadership Conference: Keynote Speaker (2014); Conference Speaker (2013)
- Association for Training and Development Member and SC Chapter Conference Committee Member (2014)
- The Graduation Imperative Project: Founding Steering Committee Member (2011-present)
- COR | Columbia Opportunity Resource: Board Chair (2008-2009); Development Chair (2010); Membership Chair (2009)
- Navigating from Good to Great Foundation: Board Member (2009-2010)
- Greater Columbia Chamber of Commerce: Strategic Advisory Committee Member (2009-2010)
- Columbia Talent Magnet Project: Governing Committee Member (2008-2010)
- American Society of Association Executives: Young Professionals Committee Member (2008-2009)
- South Carolina Society of Association Executives: Membership Committee (2009-2010); 2008 Scholarship Recipient
- American Institute of CPAs Interchange Conference: Conference Speaker (2008-2010)
- USC College of Mass Communications and Information Studies Alumni Council: Dean's Circle Donor; Co-Creator and Chair of Alumni Mentoring Program (2007-2008)
- Toastmasters International: Competent Communicator and Competent Leader Certificates

AWARDS AND RECOGNITION

- TWIN | Tribute to Women In Industry Awardee, Palmetto Center for Women (2014)
- "Influential Woman in Business – Executive Category" Honoree, Columbia Regional Business Report (2012)
- Top Woman of Influence, Southeast Small Business Magazine (2014 and 2013)
- Leadership Columbia recognized by the Cooperative Ministry as part of its GOOD Night Gala (2011)
- University of South Carolina Community Internship Program Outstanding Employer (2011)
- SC Association of Volunteer Administrators' Robin Burns Award Nominee (2011)
- Best Journal or Magazine for *The South Carolina CPA Report*, SC Society of Association Executives (2008)
- Best Membership Retention and Recruitment Campaign, SC Society of Association Executives (2009)
- "Social Media From 9-5" article reprinted by the Georgia Society of CPAs and Andersen Alumni Association (2009)

COMMUNITY INVOLVEMENT

- Women in Philanthropy Executive Committee Member and Co-Chair, Community Engagement (2014 – present)
- Girl Scouts Mountains to Midlands Council Women of Distinction Awards Committee; Emerald Circle Member (2014)
- Member, volunteer and donor for USC College of Mass Communications and Information Studies; Earlewood Community Citizens Organization; League of Women Voters; Pets, Inc.; Columbia Green and Columbia Museum of Art/Contemporaries



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

Applicant must reside in Richland County.

Name: Martina D. Mitchell

Home Address: 3445 N Beltline Blvd, Columbia SC 29204

Telephone: (home) (803) 929-1121 (work) (803) 397-4407

Office Address: VCM-Early Head Start, 4801 Colonial Dr, Columbia SC 29203

Email Address: mdmingo@yahoo.com

Educational Background: Bachelor of Science in Biology, Master of Public Health

Professional Background: Public Health-Community level, Education, Health Services

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: ~~Ad Hoc and Short Term Committees~~ Library Board

Reason for interest: I am would like to be involved with my community and county as any involved citizen should be actively engaged with decisionmakers.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have effective communication skills with a confident nature that allows me to be use logical reasoning to abstract information and ideas to address issues or policies.

Presently serve on any County Committee, Board or Commission? none

Any other information you wish to give? It would be an appreciative honor to serve.

Recommended by Council Member(s): n/a

Hours willing to commit each month: As much need to complete required tasks

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.

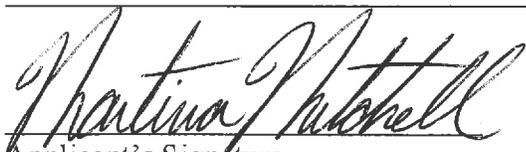
Yes _____ No X

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

5/28/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: **Diana Pollard McCauley**

Home Address: **115 West Killian Station Court – Columbia, SC 29229**

Mailing address: **PG Box 292363 – Columbia, SC 29229**

Telephone: **(home) (803-699-1090 (cell) (336) 202-0304**

Office Address: **Not Applicable**

Email Address: **dianamccauley@bellsouth.net**

Educational Background: **See attached resume**

Professional Background: **See attached resume**

Male Female **XX** Age: 18-25 26-50 Over 50 **XX**

Name of Committee in which interested: **Library Board of Trustees**

Reason for interest: **With a degree in Library Science, decades of experience as an education professional, and the desire to more actively engage in community service, I contend that serving on the Library Board of Trustees is commensurate with professional and personal attributes and skill sets.**

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: **Please see attached resume**

Presently serve on any County Committee, Board or Commission? **No**

Any other information you wish to give? **Please see attached resume**

Recommended by Council Member(s): **Not applicable**

Hours willing to commit each month: **Varies and as needed**

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No **XXXXX**

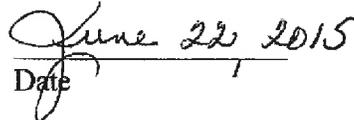
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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 **XXXXX**

If so, describe: _____


Applicant's Signature


Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

PO Box 292363
Columbia, SC 29229
(803) 699-1090 – Residence; (336) 202-0304 – Mobile
mccauleydp@bellsouth.net

EDUCATION

Temple University (Philadelphia, Pennsylvania)
1985 Ed.D. Educational Administration
1973 Ed.M. Mathematics Education

Villanova University (Villanova, Pennsylvania)

1978 M.S. Library Science

Cheyney University (Cheyney, Pennsylvania)
1971 B.S. Elementary Education

Other: Educational Policy Fellowship Program (Illinois Fellow), 1994-95
HERS Institute, Bryn Mawr College (Bryn Mawr, Pennsylvania), Summer 1990

EXPERIENCE

January 2006 – July 2011: JRL Enterprises (New Orleans, LA)

for I CAN Learn Education Systems

Total generated sales: \$3.1 million

February 2005 – April 2006: Benedict College (Columbia, SC)

Participated in, and lead aspects of, the major fund raising efforts of the College.

July 2003 – February 2005: Bennett College (Greensboro, NC)

Wrote grant proposals, conducted grant seminars for faculty and staff, monitored funding agencies and legislation for regulatory changes, and prepared grant and contract reports.

Lead the Division of Social Sciences and Education which included the departments of Curriculum and Instruction; Business and Economics; Political Science, Sociology/Social Work; and Mass Communications.

Taught: *Foundations of Historical, Philosophical and Sociological Foundations of Modern Education.*

May 1993 – July 1999:

Illinois State University (Normal, IL)

Taught graduate courses: *Administration and Organization of Schools, and Administration Seminar.*

Shared a leadership role with the Dean in the areas of undergraduate curriculum development, the enhancement of the undergraduate educational experience, and teaching improvement; administered processes, programs, and projects within the Office of Undergraduate Studies. Specific responsibilities: led a team of University faculty in the writing and creation of a “new” general education program; managed the University’s general education program and special academic programming; interfaced with College Deans on matters related to undergraduate instruction, enrollment management processes and student services; coordinated materials fee process and requests; held oversight responsibility for the University Scheduling Office and University catalogs; refined the University’s minority student recruitment and retention efforts; conducted research and wrote institutional report including the Annual Review of Undergraduate Education.

January 1992 – February 1995: Illinois Wesleyan University (Bloomington, IL)

Taught: *Educational Psychology, Historical and Philosophical Foundations of Education, Secondary Curriculum and Instructional Procedures, The Teaching of Middle School Mathematics, and Computers in Education.* Supervised math student teachers. Developed a math-science partnership with area school districts which was a four-prong initiative focused on heightening math and science awareness and involvement of junior high minority students and their families. Developed a student teacher exchange program between Illinois Wesleyan University and historically-black college, Spelman College (Atlanta, GA).

Led a department of tenured veteran professors and adjunct faculty, engaging them in the processes of curriculum revision and strategic planning. Brought all major programs into compliance with Illinois State Board of Higher Education (IBHE) certification standards and criteria. Interfaced with faculty and chairs of departments having secondary education majors. Chaired the Teacher Education and Math Teacher Advisory Committees. Co-facilitated the on-campus presence of nationally recognized educators. Served as academic advisor to a cohort of education majors. **Taught:** *Educational Psychology, Historical and Philosophical Foundations of Education, Secondary Curriculum and Instructional Procedures, The Teaching of Middle School Mathematics, and Computers in Education.* Supervised math student teachers.

September 1990 – July 1991: Tredyffrin/Easttown Township School District (Devon, PA)

Taught: General Mathematics, Computer Literacy, Pre-Algebra, and Algebra I. Revitalized and served as advisor for the school newspaper.

December 1972 – August 1990: Villanova University (Villanova, PA)

Wrote, monitored, and administered grant proposals for academic programs embracing undergraduate and special student populations. Recruited and screened students and support personnel. Prepared budgets and statistical reports. Cooperated with local and state organizations and governments. Recommended courses of action concerning the University's involvement in social areas. Produced special programs for the Office. Engineered the creation of Women's Issues Committee for the University.

Monitored budgets for 23 undergraduate departments in a College that served approximately 3,000 students and 300 faculty. Assisted the Dean in creating and implementing a faculty/staff salary increment schedule. Served as academic advisor to students with undeclared majors within the College. Developed a cooperative academic program for students of neighboring institutions of higher education. Initiated the resurrection of an Ethnic Studies Program. Edited and assembled copy for inclusion in the *University Bulletin*. Developed short and long range plans for achieving excellence in the College's academic programs. Analyzed and recommended action relevant to student academic problems. Assisted in the production of University and College special

events and programs. Served on committees (including the University Self Study Steering Committee for Middle States Accreditation) as appointed by the Dean and President.

May 1980 – May 1981: Delaware County Community College (Media, PA)

Taught: Developmental Mathematics

August 1971 – December 1972: Philadelphia Public School District (Philadelphia, PA)

Taught: Algebra and General Mathematics. Served as school's standardized testing coordinator.

CONSULTANCIES AND SPECIAL PROJECTS (Independent Education Consultant, April 1998 – present)

– Florence, SC (June 2009 – present). Serves as grant implementation consultant and external evaluator for Department of Education, National Science Foundation, and Department of Labor grants. Responsibilities include data collection and analysis; survey development and interpretation; writing of evaluation site visit, quarterly, and annual reports. Provides guidance to consortium colleges as needed.

– Columbia, SC (2006 – present). Serves as external evaluator for grant-funded projects in the School of Science, Technology, Engineering and Mathematics (STEM), Project WELL, BC Beautiful, Title III, MEI 2010 Initiative, Tigers in Action, WEUSI, and as needed on other grants. Assignments also included grant consultant for the Benedict College Business Development Center; consultant to the Vice President for Institutional Effectiveness; and corporate interventionist for the Division of Institutional Advancement.

– Glenview, IL (April 1998 – present). Assists in all phases of national superintendent searches.

– Bloomington, IL (2001 and 2005). Designed and facilitated the organization's strategic planning sessions.

– Bloomington, IL (March 2003 – September 2003). Designed and facilitated strategic planning sessions for the organization's leadership and led efforts to fully operationalize the League in McLean County. Emphasis in the latter was placed on minority student achievement, focusing on initiatives to close the achievement gap between minority students and their mainstream counterparts. Co-wrote and received funding (\$150,000) under the Baldrige in Education Initiative Grant.

– Bloomington, IL (January 2000 – August 2003). Designed and presented programs for schools in DeWitt, Livingston, and McLean Counties on the topics of Ensuring Safe Schools, Discipline with Dignity, Conflict Resolution and Respecting Student Differences. Facilitated "Anti-Bullying" workshops for teachers and staff of Central Illinois school districts.

– Urbana-Champaign, IL (November 2001 – August 2003). Through the University's Office for Human Resource Development, presented workshops to campus and community personnel on: Ethnicity, Managing Change and Diversity.

– Greensboro, NC (July 2003). Assisted with grant proposal writing.

– Normal, IL (January 2000 – May 2003). Assessed the alignment of Education courses with the Illinois Articulation Initiative and Transfer programs. Adjunct instructor of *Educational Psychology* and *Introduction to American Education*.

(December 2000 – October 2002). Evaluated Department recruitment and hiring practices as they impacted underutilization of target groups; recommended courses of action to take to correct underutilization; co-developed and shared in the delivery of training curriculum for the Department's Management Mentoring Program.

– Washington, DC (August 2001 – October 2001). Designed and facilitated strategic planning sessions for the Office of the Provost and Chief Academic Officer.

FUNDED GRANTS (Partial Listing)

- 2015 American Baptist Home Mission Societies Justice for Children Initiative – Children in Poverty Grant
- 2005 The Cambridge Academic Group Technology Consulting Services Grant
- Colonial Supplemental Insurance, "Signage for the Leroy T. Walker Health and Wellness Complex"
- 2004 Central Carolina Bank and Trust, "Endowed Scholarships"
- 2003 Annenberg/UNCF HBCU School Linkage Program
- AT&T Foundation, "Student Leadership Program"
- "Baldrige in Education Initiative"
- Citigroup Foundation/HBCU 6-1 Return
- Consortium for National and Community Service, "MLK Service Day Initiative"
- Household Finance, "Student Management Center at Bennett College"
- State Farm Corporate Insurance Company, "Technology Equipment and Campus Furnishings"
- United Negro College Fund Gartner Initiative

PUBLICATIONS, CONVENTION PAPERS, and PRESENTATIONS (Partial Listing)

"Onward Christian Soldiers." Keynote Speech at the First Annual Wayman AME Church Lay Scholarship Banquet, June 23, 2007.

"Is There Really a 'Browning of America' or Have We Been Power-Washed?" Keynote Address at the Illinois African-American Coalition for Prevention Conference; Chicago, Illinois; September 28, 2006.

McCauley, Diana. "Career Tracks: Teacher Education." *The Greensboro News and Record*, January 9, 2005.

"Integrating Multiculturalism into the School Curriculum." A presentation delivered to Leadership McLean County, January 10, 2003.

“Inclusion in the Workplace.” A presentation delivered to the division of Technical Procurement Services (State Farm Insurance Company – Corporate Headquarters), January 7, 2003.

“Budgeting Expenditures: Tips for New School Board Members and Superintendents.” Panelist, Illinois Association of School Boards’ 70th Joint Annual Conference (Chicago), November 23, 2002.

Commencement Speaker at the Heartland Community College (IL) Business Essentials’ 2002 Graduation Ceremony, June 28, 2002.

“Challenges Confronting School Boards.” Presentations to the Bloomington (IL) Chapter of the League of Women Voters (April 25, 2002) and to the Kiwanis Club of Bloomington (February 4, 2002).

“Why Should We Lift Every Voice and Sing?” Keynote Speaker, Twelfth Annual Dr. Martin Luther King Jr. Day Gospel Festival and Celebration; Bloomington, IL – January 21, 2002.

“Vignettes Depicting the Continuing Struggle.” Keynote Speaker, Bloomington-Normal (IL) NAACP Annual Freedom Fund Banquet, October 27, 2001.

“Schools: Diversity, Dollars, and Discipline.” Panelist, Illinois Municipal Human Relations Association, Inc. and Illinois Department of Human Rights 25th Annual State-Wide Conference, May 4, 2001.

“Racial Profiling in Education.” Panelist, 2001 Racial Profiling in the Law Enforcement and Education Sectors, Bloomington, IL, April 21, 2001.

McCauley, Diana and Reitan, Carol. *Visioning with Indicators: An Approach to School Safety Assessment*. The Illinois School Board Journal, (November/December, 2000), 21-25.

“Six Steps to Maximizing Student Achievement.” Panelist, Illinois Association of School Boards 68th Joint Annual Conference (Chicago), November 18, 2000.

McCauley, Diana. “Diversity: A Beginning but far from the End for ISU.” *The Pantagraph*, May 30, 1999, p.A13.

McCauley, Diana. “Opinion: Surplus, Shortage or Status Quo?” Black Opinion Magazine. (March/April, 1996), 15.

McCauley, Diana. Article, “What Makes a [Great Teacher].” *The Pantagraph*, May 21, 1995, pp. C1-C2.

“The Town’s Role in Promoting Adult Literacy and Lifelong Learning.” A presentation to the Social Fabric Subcommittee of the Town of Normal, IL Planning Committee, May, 1995. (Acknowledged in the publication, *The Town of Normal: 2020 Report*, April 1996).

Paper: “The More Things Change, The More They Stay The Same: Promotions Problems in Higher Education.” Pennsylvania Black Conference on Higher Education, Philadelphia, PA, February 1995.

McCauley, Diana Pollard. “Effects of Specific Factors on Blacks’ Persistence at a Predominantly White University.” *Journal of College Student Development*, 29 No. 1 (1988), 48-51.

“Problem Solving and Decision Making.” Presentation to ACT 101 Assistant Directors at Pennsylvania institutions of higher education, May 1981.

“Educational Incentives and Programming for the Nontraditional Student.” Presentation to employees of Pennsylvania Juvenile Justice Centers, March 1980.

Pollard, Diana E.; Haymon, Francene E. and Bobby, Annette M. "Re-entering the Job Market for Minority Women." *Journal of Non-White Concerns in Personnel and Guidance*, 8 No. 1 (1979), 31-51.

COMMUNITY / BOARD SERVICE

Member, James M. Hinton Community Foundation Board (Columbia, SC), 2013 – present. Chair of the Governance Committee

Member, Second Calvary Baptist Church (Columbia, SC), 2009 – present. Developer of *Youth Readiness Program*; Compiler of the Second Calvary Baptist Church Business Directory; Chair of the Strategic Planning Committee.

Board Member, Triad (NC) Health Project, 2004-2005.

Member, East Greensboro (NC) Rotary Club, 2003-2005.

Board Member, Pratt Music Foundation (Bloomington, IL), 2001 – 2003.

Steering Committee Member, Not in Our Town – Bloomington-Normal (IL) anti-discrimination campaign, 2000-2003.

Board Member, Children's Protection Network (Bloomington, IL), 1999 – 2003; President, 2002 – 2003.

Board Member, District 87 (Bloomington, IL) Public Schools, 1992 – 2003 (Appointed, 1992; Elected, 1993; Re-elected 1997 and 2001; Resigned, August 2003). Vice President, 1994 – 1996. President, 1996-97 and 2000-01). *Board Committee Assignments*: Strategic Planning Committee, Middle School Review, Area Vocational Center oversight, Minority Teacher Recruitment Project, Staff Recognition Ceremonies, Delegate to State Convention, Administrator's Compensation Committee, Contract Negotiations, Superintendent's Evaluation, Superintendent's Contract, Board Policy Review, *Equity 2000*.

Board Member, McLean County (IL) Historical Society, 1997 – 2003. *Board Committee Assignments*: Education Committee (Chair), Finance Committee, Marketing Committee, Personnel Committee.

Board Member, Habitat for Humanity (Bloomington, IL), 1998 – 2003.

Mentor, Heartland Community College (Normal, IL), Business Essentials' Program, 2002 – 2003. Mentor to female students.

Member, Bloomington-Normal (IL) Black History Project, 1994 – 2003 (Vice President, 2001 – 2003).

Member and Lay Reader, Wayman AME Church (Bloomington, IL), 1994 – 2003.

Member, Steward Board, Wayman AME Church (Bloomington, IL), 1999 – 2003.

Board Member, Child Care Resource and Referral Network (McLean County, IL), 1993 – 96; 1997 – 2003. President, 2002 – 2003. *Board Committee Assignments*: Co-chair, Public Relations Committee (1993 – 1996); Nomination Committee (1997 – 2003).

Participant: McLean County (IL) Community Compact – Project III, 1993 – 1994 and 2000 – 2003.

McLean County (IL) United Way Priorities Committee, 2000 – 2002.

Steering Committee Member, *No Limits Leadership Program for Girls* (Bloomington, IL), 1999 – 2002.

Member, Urban Services' Citizens Quality Assurance Panel (Bloomington, IL), 2002.

Member, Tri-County Urban League (Bloomington-Normal), Community Needs Assessment Committee, 2002.

Member, Bloomington/Normal (IL) Rotary Club, 1997 – 2002.

Appointed, Governor's Public Policy High School Task Force (a state level advisory group to develop a model public policy high school program for Illinois), June 2001.

Appointed, Governor's Commission on the Status of Women in Illinois (Economic Opportunities Working Group: 1997 – 1999; Employment and Pay Equity Working Group: 1999 – 2000).

Chairperson, Bloomington/Normal (IL) Minority Teacher Recruitment Project, 1993 – 2000.

Appointed, Illinois State Board of Education Professional Development Strategic Agenda Team, 1998 – 1999.

Mentor, Illinois State University – Bloomington/Normal Business Community Mentor Society, 1996 – 1999.
Mentor to three female students.

Mentor, Minority Professional Opportunities Program (Illinois State University), 1995 – 1997. Mentor to three female students.

Member, Reading Recovery Advisory Council (Illinois State University), 1996 – 1997.

Board Member: "Expanding Your Horizons" (Illinois State University), project to advance gender equity in the sciences, 1995 – 1996.

Member: Illinois State Board of Education,, Test of Basic Skills Advisory Board, 1994 – 1995.

HONORS AND SPECIAL RECOGNITIONS

Recipient, Bloomington/Normal YWCA *Women of Distinction Award*, for service in the area of education, May 25, 2000.

Recognition, *Illinois Association of School Boards – Master School Board Member*, 1998 – 1999.

Nominated, *The Athena Award of McLean County*, for professional achievement and community service in the mentoring of women, 1997.

Recipient, Illinois State Board of Education, *1996 – 1997 Those Who Excel Awards Program, Award of Merit*, October 5, 1996.

Recipient, The Minority Professionals Opportunities Program (Illinois State University), *Exemplary Mentor Award*, April 12, 1996.

Recipient, Illinois Women Administrators, *Dare To Be Great Award*, April 16, 1994.

Featured in *A Gathering of Sisters*, a pictorial documentary of Bloomington/Normal (IL) African American Women, June 1994.

Nominated, *Professor of the Year*, Illinois Wesleyan University, 1994.



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

Applicant must reside in Richland County.

Name: Cheryl English

Home Address: 1100 Old Bluff Road, Hopkins, SC 29061

Telephone: (home) (803) 353-8767 (work) (803) 734-0382

Office Address: 1205 Pendleton Street, Columbia, SC 29201

Email Address: cenglish@oepp.sc.gov

Educational Background: Licensed Master of Social Work

Professional Background: Licensed Minister, Licensed Master of Social Work, Program Management/Developer, Psychosocial Rehabilitative Specialist, School Social Worker, Mental Health Counselor, KOBAN Site Director

Male Female XXX Age: 18-25 26-50 Over 50 XXX

Name of Committee in which interested: Library Board

Reason for interest: Would love to see the continued development of the Richland County Libraries flourish and have a positive impact on the surrounding communities.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: As a Minister, I remain focused and keep a positive outlook. As a Social Worker, I have the ability to review all aspects of any given situation and I am able to share and bring resolutions that enable situations to remain on task. As an advocate, I am not afraid to defend resolutions or share with appropriate persons; as research has already been considered in making final decisions and gives credence.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I volunteer at a number of events and provide work-shops and trainings for communities, schools, colleges and churches.

Recommended by Council Member(s): Mr. Kelvin Washington

Hours willing to commit each month: 15-20 or As Needed

CONFLICT OF INTEREST POLICY

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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.

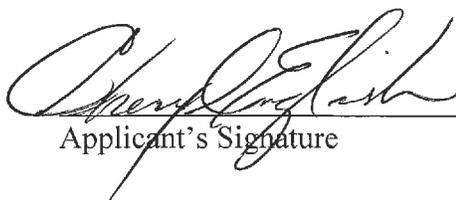
Yes _____ No XXX _____

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 XXX _____

If so, describe: _____


Applicant's Signature

June 2, 2015
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

East Richland Public Service Commission - 2 [**PAGES 257-264**]

- a. Yves Naar
- b. Robert D. Murphy



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

Applicant must reside in Richland County.

Name: Yves Naar
Home Address: 5525 Lakeshore Drive, Columbia, South Carolina 29206
Telephone: (home) (803) 787-0920 (work) (803) 466-2278
Office Address: _____
Email Address: Ynaar@aol.com
Educational Background: BS and Masters In Business
Professional Background: Retired owner of a manufacturing plant in Richland County.
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: East Richland County Public Service District
Reason for interest: To continue my public service on the Commission.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Having built a successful business I have been able to use my experience for the benefit of the District and the rate payers
Presently serve on any County Committee, Board or Commission? Yes
Any other information you wish to give? To follow current projects to completion.
Recommended by Council Member(s): Councilman Greg Pearce
Hours willing to commit each month: Whatever is needed.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

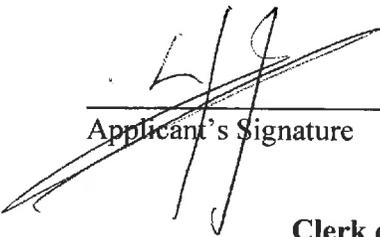
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____



Applicant's Signature

6/15/15

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: Yves Naar

Home Address: 5525 Lakeshore Drive, Columbia, South Carolina 29206

Telephone: (home) (803) 787-0920 (work) (803) 466-2278

Office Address: _____

Email Address: Ynaar@aol.com

Educational Background: BS and Masters In Business

Professional Background: Retired owner of a manufacturing plant in Richland County.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: East Richland County Public Service District

Reason for interest: To continue my public service on the Commission.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Having built a successful business I have been able to use my experience for the
benefit of the District and the rate payers

Presently serve on any County Committee, Board or Commission? Yes

Any other information you wish to give? To follow current projects to completion.

Recommended by Council Member(s): Councilman Greg Pearce

Hours willing to commit each month: Whatever is needed.

CONFLICT OF INTEREST POLICY

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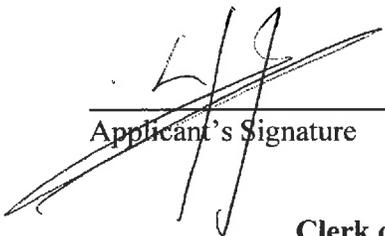
Yes _____ No X _____

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

6/15/15
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.

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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



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

Applicant must reside in Richland County.

Name: Robert D. Murphy

Home Address: 6626A Arcadia Woods Road, Columbia, SC 29206

Telephone: (home) 803-787-3338 (work) N/A

Office Address: N/A Retired

Email Address: bobchrismurphy@gmail.com

Educational Background: USC - Southern Tech, Atlanta, GA.

Professional Background: Carolina Butane Gas Co. and Insurance

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: E.R. Public Service Commission

Reason for interest: To Serve My County....

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Am very knowledgable about the operations of E.Richland,

After serving 15 years, with 9 yrs. as Chairman, on the Commission.

Presently serve on any County Committee, Board or Commission? ER Public Service

Any other information you wish to give? Represent Town of Arcadia Lakes...
Commission

Recommended by Council Member(s): Damon Jeter, Jim Manning, and Greg Pearce

Hours willing to commit each month: As many hours as needed..

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____

Robert D Murphy 6-5-2015
Applicant's Signature Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

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2



TOWN COUNCIL
Mark W. Huguley, Mayor
Peter F. Chesney
Donald R. Davis
Linda Z. Jackson
W. Rusty Onley

TOWN CLERK
Christine W. Murphy

June 8, 2015

Richland County Council
c/o Clerk of the Council
P.O. Box 192
Columbia, SC 29202

RE: Robert D. Murphy

Dear Council Members,

It is with pleasure I write to recommend Robert D. "Bob" Murphy for reappointment to the Board of Commissioners of the East Richland County Public Service District. Bob has served reliably on the board for 15 years, nine as chairman. His experience has given him the opportunity to develop excellent subject matter knowledge of District operations.

As mayor of Arcadia Lakes I can attest to Bob's frequent and diverse volunteer service to our community. From helping with elections to installing medallions on storm water drains, Bob is there to get it done. At our last annual picnic, Bob helped set up for the annual event, as usual, and continued working even after a minor painful injury.

As a former deputy director of DNR, I know how important Bob, as a dedicated sportsman, was as a volunteer coordinator to that agency's duck stamp program. The point is he is dedicated.

Bob is dedicated to our Town and the Public Service District. Please consider this letter as my whole hearted endorsement of Bob Murphy as the representative from Arcadia Lakes. He will be there for the District just as he is for our Town.

With best regards and good wishes,

Sincerely,

Mark W. Huguley

Richland County Council Request of Action

Subject

- a. CMRTA Board Terms [**PAGE 266**]
- b. Changes to FOIA regarding Agenda [**PAGE 267**]
- c. I move that Council record non-electronic roll call voting for all final votes that are not unanimous for third reading or one time votes; and which are not merely procedural in nature [**MANNING, MALINOWSKI, DICKERSON AND JETER**]

CMRTA Board Terms Proposed Motion:

I move that the three Richland County appointees to the CMRTA Board continue to serve with the 1, 2, and 3 year terms assigned alphabetically; therefore, Mac Bennett will serve the one year time, Jennifer Harding will serve the two year term, and Kelvin Washington will serve the three year term. Thereafter, all appointees shall each serve a three year term. If approved, this action will be contingent on similar acting being taken by the City of Columbia regarding its appointees.

**THIS MEMORANDUM AND ITS CONTENTS ARE CONSIDERED A PART OF
THE ATTORNEY-CLIENT RELATIONSHIP ITS AUTHOR HAS WITH THE
ADDRESSEES AND COPIED RECIPIENTS THEREOF, AND THE
UNAUTHORIZED DISSEMINATION THEREOF IS A BREACH OF THE
ATTORNEY-CLIENT RELATIONSHIP**

MEMORANDUM

To: Richland County Council

From: Elizabeth A. McLean
County Attorney

Date: July 2, 2015

Re: Changes to FOIA regarding Agendas

As most of you know, the Legislature recently passed an amendment to the FOIA (§30-4-80, S.C. Code of Laws) regarding agendas. The changes are summarized below:

- 1) Each regularly scheduled and special called meeting must have an agenda.
- 2) The agenda must be published (24 hours in advance) on the County website as well as being posted on the bulletin board.
- 3) Once the agenda is posted, no items may be added without an additional 24 hour notice period.
- 4) At the meeting, an item which requires action may only be added by a two-thirds vote of members present and voting. HOWEVER, if it is an item where final action may be taken at the meeting or there will be no further opportunity for public input, it may only be added by two-thirds vote and a finding that an emergency or exigent circumstance exists if the item is not added to the agenda.

I recommend that the Council amend, at its earliest convenience, its Rules of Procedure to comply with the new FOIA requirements. Legal will be glad to offer assistance, as needed.

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE: [PAGES 268-277]

- a. Connectivity Paving



REPORT OF THE DIRT ROAD PAVING AD HOC COMMITTEE

a. Connectivity Paving

Discussion Points:

Included in your agenda is a list of dirt roads staff would like to request the CTC fund for paving. These are the roads identified that are not funded for paving based on the Dirt Road Paving Ordinance formula, but would have to be crossed to access some of the dirt roads that will be paved.

Within Richland County's existing network of roads, as you are aware, there exists an extensive network of interconnecting dirt roads. This network creates numerous potential for dirt roads, which are eligible for paving in years 1 and 2, being only accessible from roads that are either projected to be funded in years 3 and 4, or roads that are projected to be unfunded under the current program, thus requiring motorists to travel from paved-to dirt-to newly paved road. For example, Road A is ranked #2 on the years 1 and 2 funded list. Road B is #60 on the unfunded list, and the only way to access Road A is by using Road B. When Road A is paved, motorists will be required to travel from an existing paved road to an existing dirt road (Road B) in order to reach the newly paved dirt road (Road A).

Committee Recommendation:

The Committee recommended two options to fund the paving of these dirt roads considered necessary for system connectivity. The two options were:

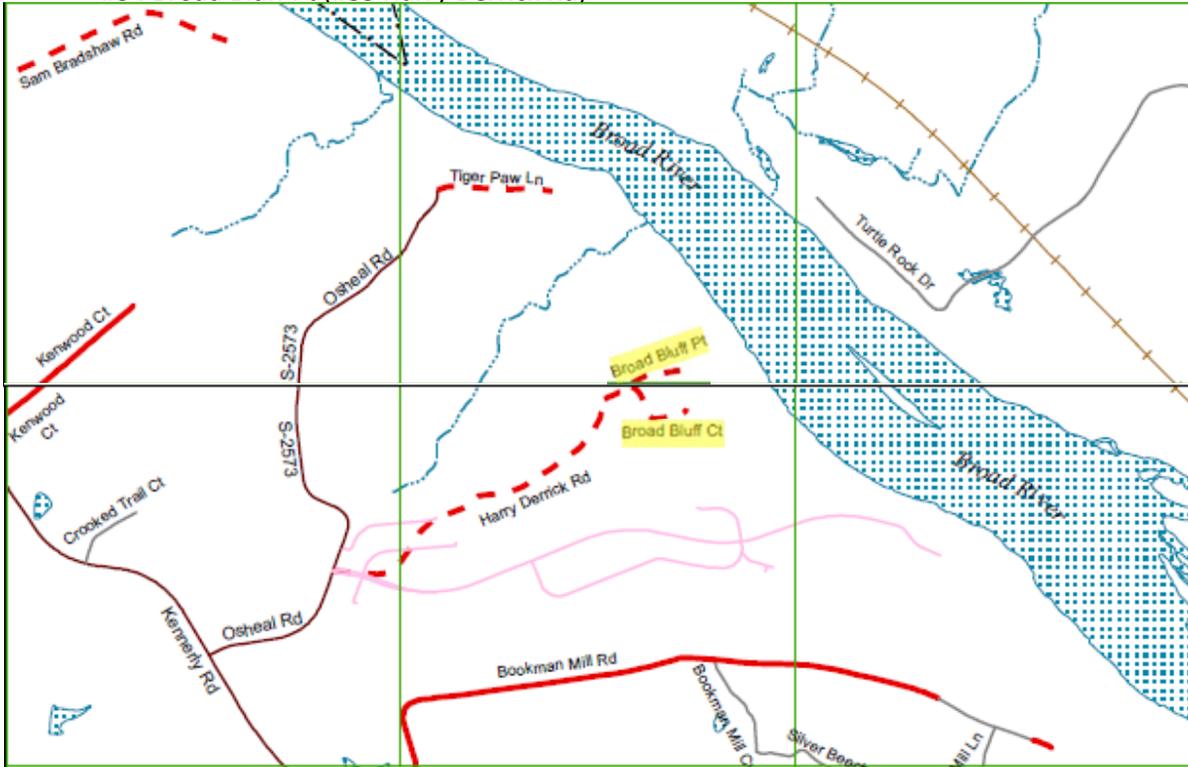
1. CTC funding
2. Fund balance

Funded connectivity candidates

Rank	Current Name	GIS Length (Feet)	Connecting Road	Rank	Funded/Unfunded	Estimate of needed paving (ft)	GIS Length (Feet)	Estimated Paving Cost
District 1								
19	Broad Bluff Ct	611.10	Harry Derrick Rd	83	Unfunded	2,776.22	2,776.22	\$ 420,639.39
34	Broad Bluff Pt	246.50	Harry Derrick Rd	83	Unfunded	2,776.22	2,776.22	-
District 10								
9	Robert James Rd	932.82	Mendenhall Rd	135	Unfunded	1,800.00	3,513.52	\$ 272,727.27
16	Pine Thicket Cir	540.20	Pine Thicket Rd	161	Unfunded	4,336.62	13,763.65	\$ 657,063.64
34	Lillie Rosa Cir	889.83	ZC Clarkson Rd	108	Unfunded	1,200.00	8,448.29	\$ 181,818.18
44	Friend Way Rd	1850.85	Flemming Creek Rd	112	Unfunded	1,000.00	1,928.81	\$ 151,515.15
57	Yelton Ln	945.01	Tillinghast Rd	113	Unfunded	750.00	4,071.92	\$ 113,636.36
72	Pineboro Ln	1,679.68	Ladson Loop	106	Unfunded	550.00	1,307.12	\$ 83,333.33
District 11								
8	Meadow Ln	1,043.28	Oak Hill Rd	55	Unfunded	1,750.00	4167.82	\$ 265,151.52
			Lake Dogwood Cir S	50	Unfunded	700.00	1043.04	\$ 106,060.61
11	Lakeview Rd	2,092.21	Circle Dr	38	Unfunded	1,200.00	2,109.79	\$ 181,818.18
23	Pineview Rd	1,276.40	Circle Dr	38	Unfunded	400.00	2,109.79	\$ 60,606.06
Total		11						\$ 2,494,369.70

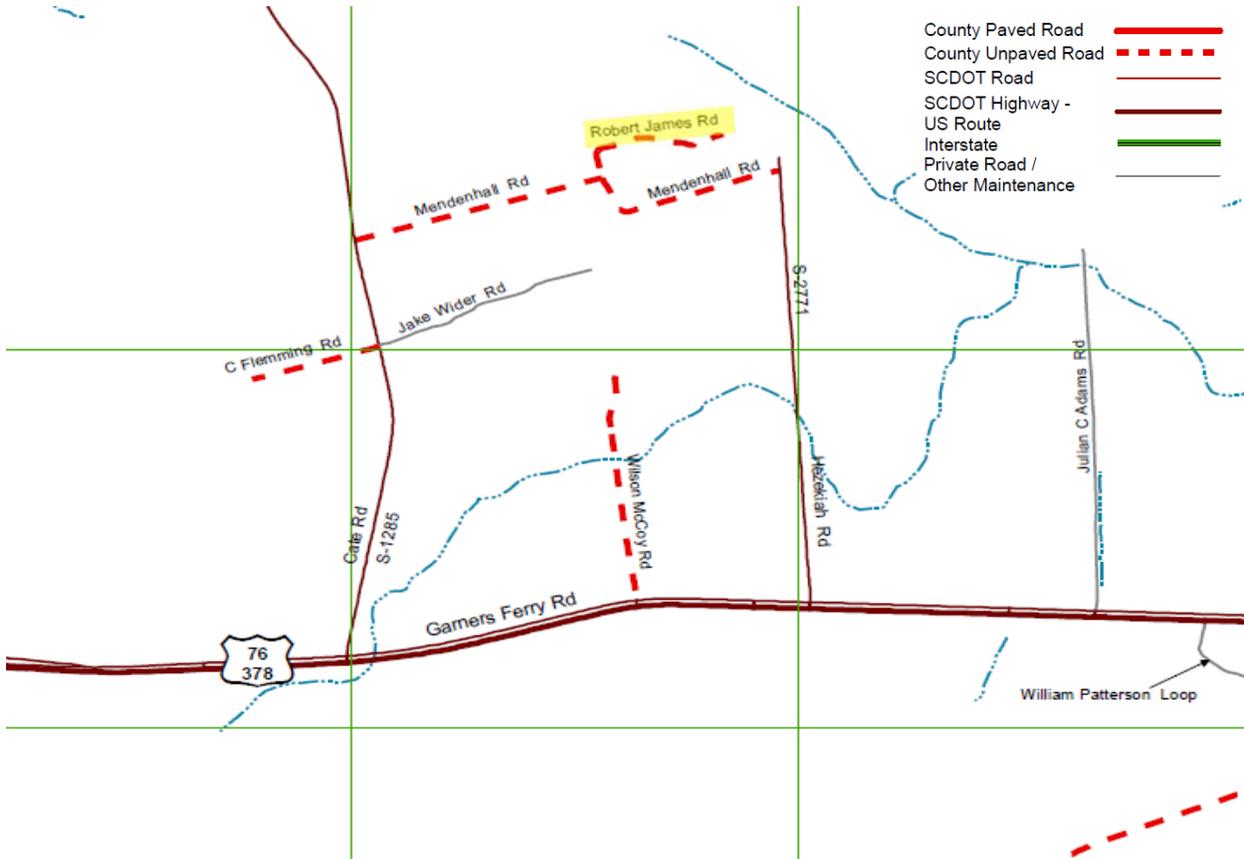
District 1

- #19 Broad Bluff Ct (#83 Harry Derrick Rd)
- #34 Broad Bluff Pt (#83 Harry Derrick Rd)

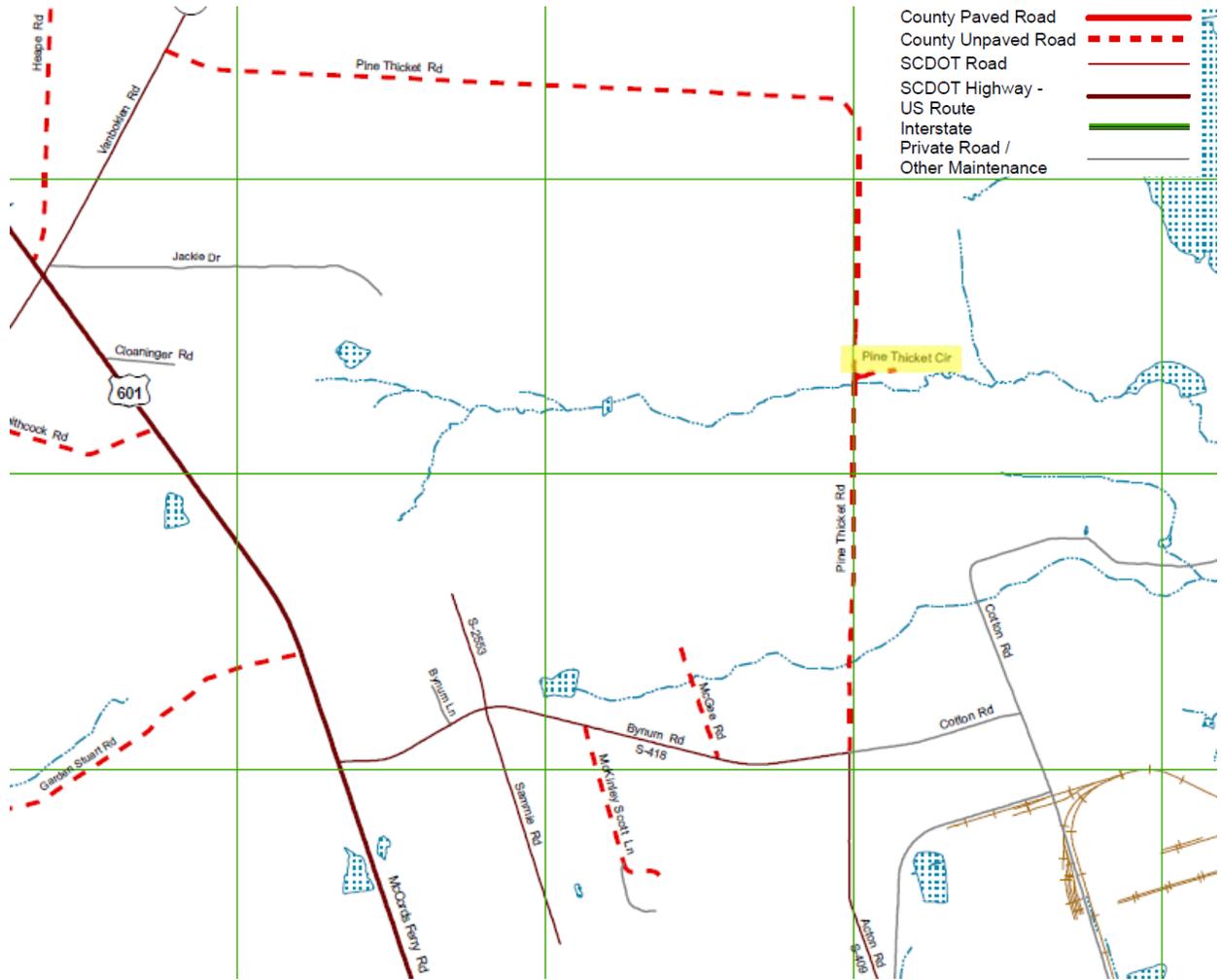


District 10

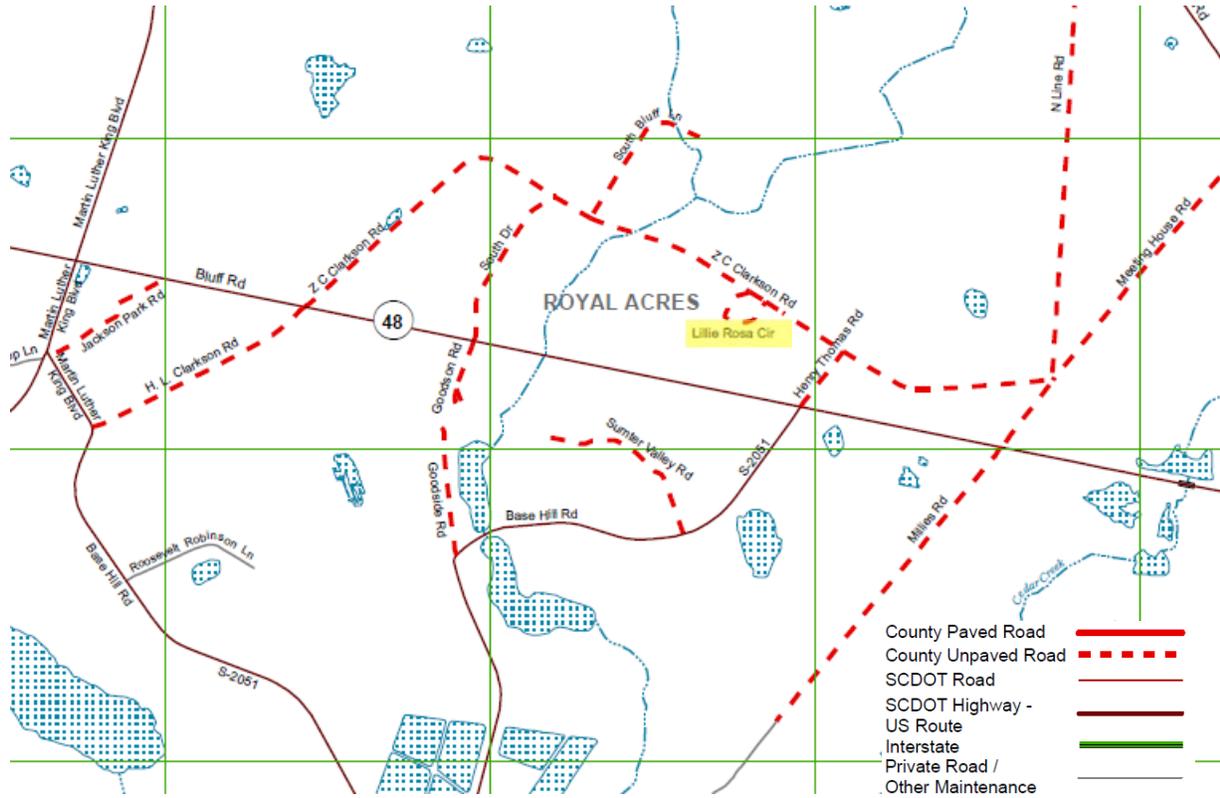
- #9 Robert James Rd (#135 Mendenhall Rd)



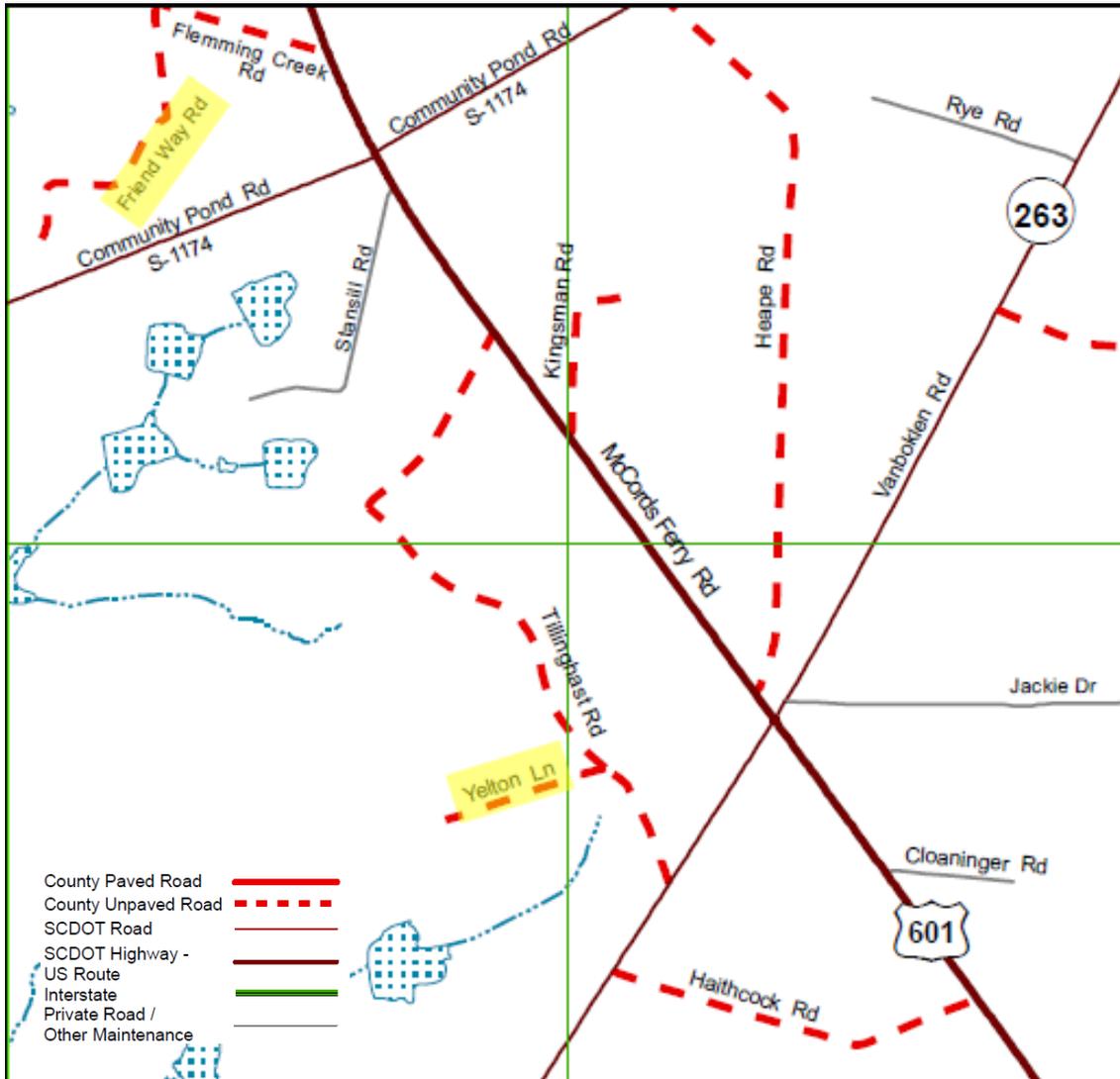
- #16 Pine Thicket Cir (#161 Pine Thicket Rd)



- #34 Lillie Rosa Cir (#108 ZC Clarkson Rd)

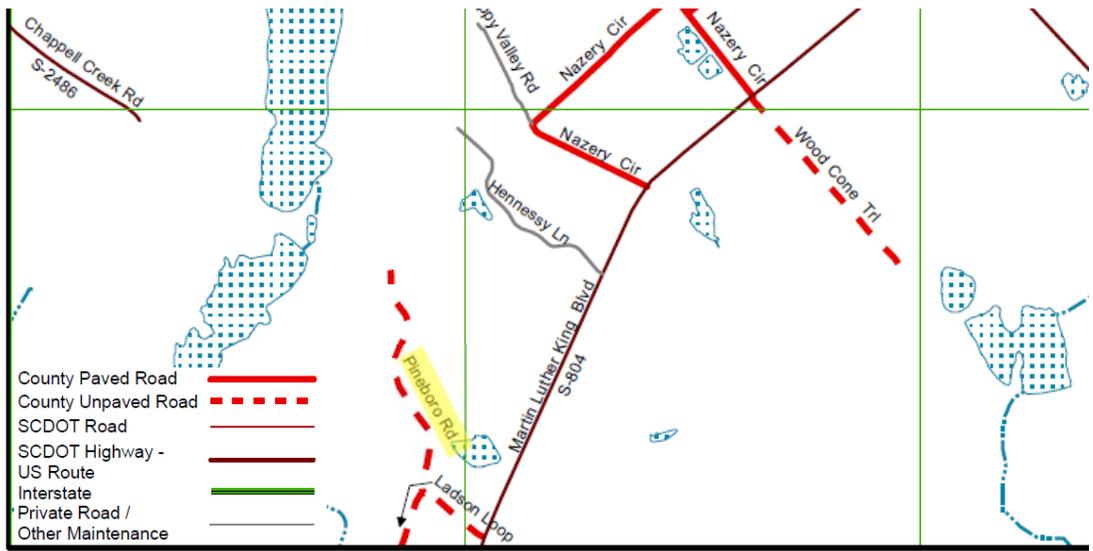


- #44 Friend Way Rd (#112 Flemming Creek Rd)
- #57 Yelton Ln (#113 Tillinghast Rd)

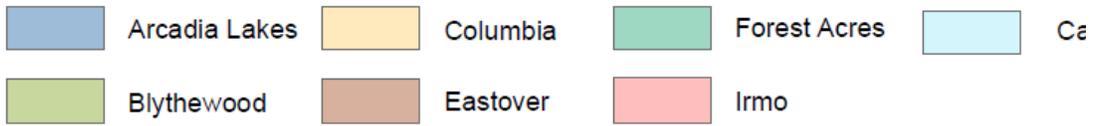


- #72 Pineboro Ln (#106 Ladson Loop)

5

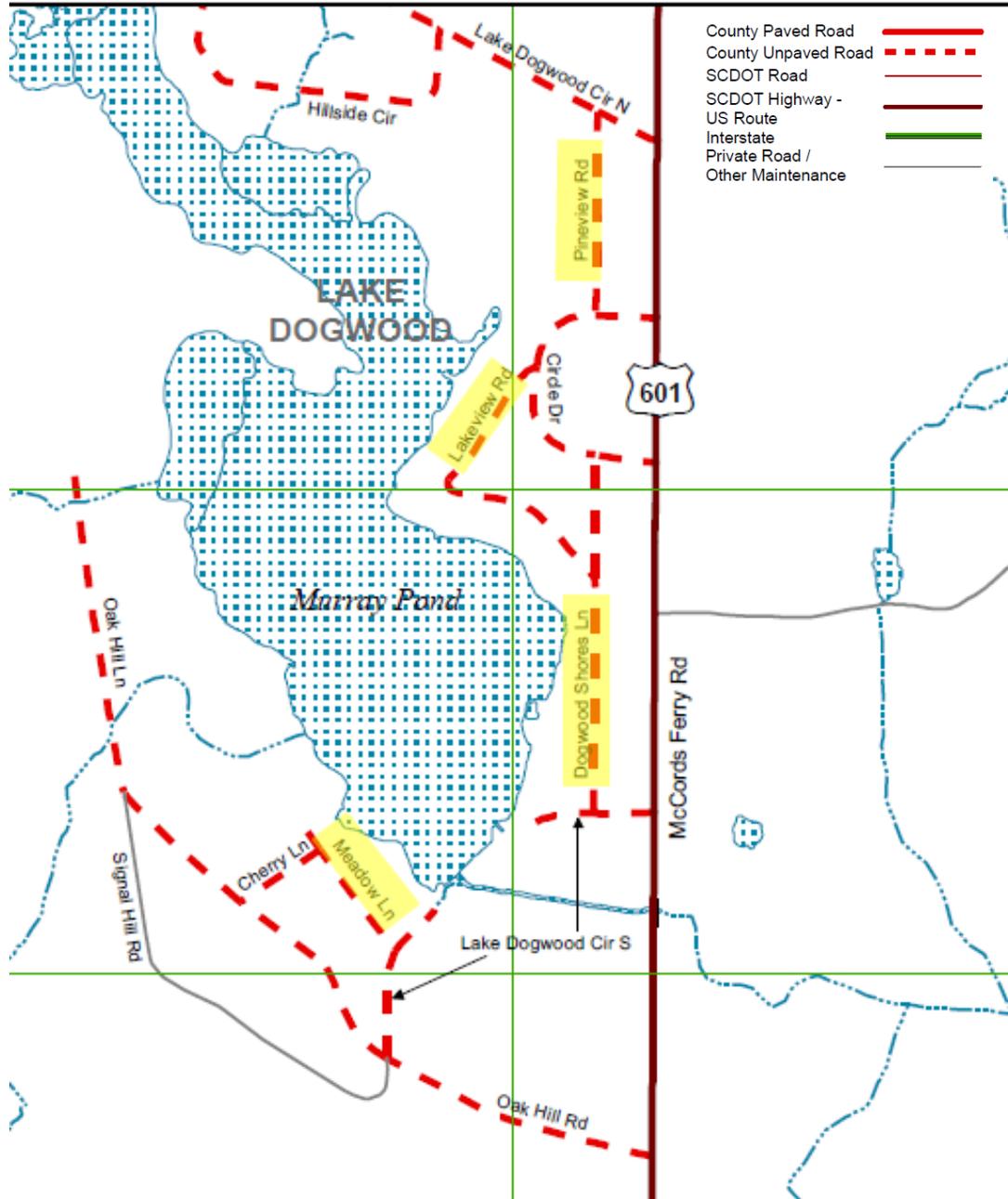


MUNICIPALITIES



District 11

- #8 Meadow Ln (#55 Oak Hill Rd/#50 Lake Dogwood Cir S)
- #11 Lakeview Rd (#38 Circle Dr)
- #23 Pineview Rd (#38 Circle Dr)



Richland County Council Request of Action

Subject

- a. 80th Anniversary of Social Security Act [**JACKSON**]
- b. Hunger Awareness and Action Month [**DIXON**]
- c. Authorize the Administrator to negotiate and execute an extension of the agreement with Comprehensive Business Consultants, LLC, with services not to extend beyond December 31, 2015 [**WASHINGTON**]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda